



University
of Houston
Clear Lake

**REQUEST FOR PROPOSAL
RFP# 759-26-012**

Structured Cabling

**Posting Date
Tuesday, June 17, 2026**

**Proposal Due Date
Tuesday, July 21, 2026 @ 2:00 P.M. CT**



Deliver Bid Response to:

University of Houston-Clear Lake
Procurement Department, Attn: Debbie Carpenter
2700 Bay Area Blvd. – North Office Annex II (NOA II)
Houston, Texas 77058

DO NOT FORGET TO INCLUDE ELECTRONIC VERSION OF BID SUBMISSION

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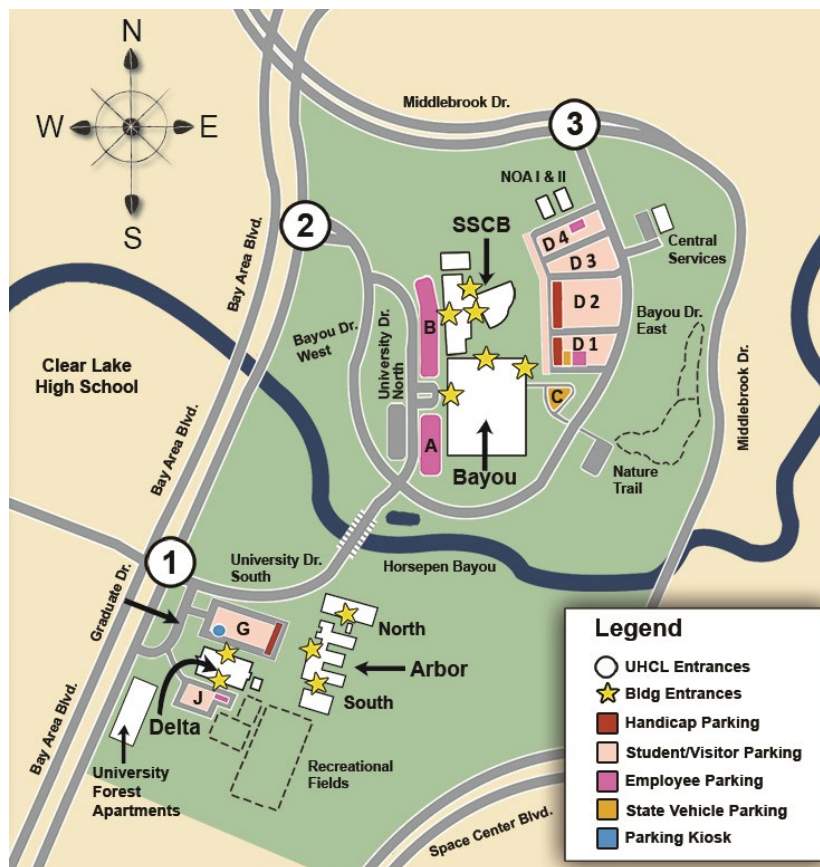
SECTION I INTRODUCTION

1.1 GENERAL:

Nestled on a 524-acre wildlife and nature preserve, University of Houston-Clear Lake ("University" or "UHCL") has become a cornerstone of higher education along the upper Gulf Coast of Texas. Located midway between Houston and Galveston, Texas, adjacent to NASA's Johnson Space Center and the Armand Bayou Nature Center, the University serves a diverse student population from the state, the nation and abroad. In 2007, the Texas Higher Education Coordinating Board approved creation of UHCL Pearland Campus. The new campus was developed as a partnership between UHCL and City of Pearland. Classes began at Pearland Campus in fall 2010. In fall 2014, UHCL welcomed its first freshmen and sophomores.

Since opening its doors in 1974, the University of Houston-Clear Lake ("**University**" or "**UHCL**") has awarded more than 53,000 degrees. More than 2,000 students graduate each academic year. The University is an upper-level and graduate university that serves approximately 8,500 students. The University offers students over 80 undergraduate and graduate degree programs in four colleges including Business, Education, Human Sciences & Humanities, and Science & Engineering. Academic programs are offered on campus, at remote sites and via distance education technology.

[Click here for link to Maps & Directions.](#)



The University invites you to submit a proposal to perform as needed day to day installation of new blue Cat 6 and/or 6a data lines, troubleshooting of out of warranty lines, demolition of old cable plants, testing new and existing cables, including fiber optics, troubleshooting and terminating fiber and the installation of wireless access points throughout the University. The University does not guarantee any minimum or maximum number of job orders or dollar amount associated with proposal.

Respondents are encouraged to propose contractual arrangements offering the maximum benefit to the University in terms of (1) services to the University, (2) total overall cost to the University, and (3) project

management expertise. Proposers should describe all educational, state, and local government discounts, as well as any other applicable discounts that may be available to the University in a contract for Services.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 SUBMITTAL DEADLINE:

University will accept proposals until **Tuesday, July 21, 2026 @ 2:00 P.M. CT**. DO NOT USE U. S. Postal Service in submitting your bid.

Submit one (1) original "signed" hard bound proposal in a 3-ring binder plus one (1) electronic copy on a flash drive (USB) of the proposal and all attachments supporting the proposal referenced with, "RFP759-26-012 Structured Cabling", also labeled on the outside of the package, which must be submitted and received in the University's Procurement Department on or before the time and date specified and delivered to:

UHCL Procurement Department
Attn: Debbie Carpenter
2700 Bay Area Blvd.
Student Services and Classroom Building, Room 3.302
Houston, Texas 77058

NOTE: ALL ELECTRONIC DOCUMENTS MUST BE SUBMITTED IN PDF FORMAT & ATTACHED TO BID RESPONSE.

The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline with the RFP name and number listed outside of the package; and the name and the return address of the Respondent must be clearly visible.

1.3 PRE-PROPOSAL MEETING:

There will be a pre-proposal meeting on **Wednesday, June 24, 2026 @ 11:30 AM CT** at the following location:

University of Houston-Clear Lake
Bayou Building – Room B2300
2700 Bay Area Blvd.
Houston, Texas 77058

Attendance is not mandatory; however, the University strongly encourages respondents to participate. Required proposal documents will be reviewed, and respondents will be provided with an opportunity to ask questions and seek clarification.

Parking permits are required. Contractors shall obtain a parking permit from the parking kiosks on campus. It is the responsibility of the Contractor to clearly display a parking permit on their vehicle(s) at all times while on campus. [Click for link to Map & Directions.](#)

1.4 UNIVERSITY POINT OF CONTACT:

Any questions or concerns regarding this RFP shall be directed to Debbie Carpenter at UHCLProcurement@uhcl.edu. University specifically requests that Respondents restrict all contact and questions regarding this RFP to the above-named individual.

1.5 INQUIRIES AND INTERPRETATIONS:

Inquiries must be submitted via e-mail with the subject line listed as **"RFP 759-26-012 Structured Cabling"** and received no later than **Wednesday, July 1, 2026 @ 2:00 PM CT.**

UHCL Procurement Department
Debbie Carpenter
UHCLProcurement@uhcl.edu

Responses to inquiries, which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and posted to the Electronic State Business Daily <http://www.txsmartbuy.com/sp> or facsimiled to proposer's requesting such. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such in his proposal.

Only those inquiries the University replies to which are made by formally written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by either signing or returning such document(s) or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals or shall accompany the proposal.

1.6 PUBLIC INFORMATION:

All information, documentation, and other materials submitted in response to this solicitation are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed and upon successful contract award.

If a proposal includes proprietary data, trade secrets or information the respondent wishes to except from public disclosure, then respondent must specifically label such data, secrets or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled as such will be used by University only for purposes related to or arising out of: (1) evaluation of proposals; (2) selection of a Respondent pursuant to the RFP process; and, (3) negotiation and execution of a contract with the selected Respondent

1.7 TERM OF CONTRACT:

Any contract resulting from this RFP will become effective upon the latter of the effective date indicated in the contract or the date that all parties have signed the contract. **The expected term of the contract will be three (3) years with the option to renew two (2) additional one-year terms, for a maximum of five (5) years.** The University reserves the right to negotiate modification of contract terms and schedules as necessary.

1.8 CANCELLATION:

The University has the right to cancel for default all or part of the undelivered portions of this Contract if the Contractor breaches any of the terms including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the University may have in law or equity.

1.9 TERMINATION:

The performance of work under this Contract may be terminated by the University in accordance with this provision. Termination of work shall be affected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Under no circumstances will the Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.

The University may terminate the Contract, without penalty, without cause by giving thirty (30) days' written notice of such termination to the Contractor.

SECTION II AWARD PROCESS

2.1 BASIS OF AWARD:

A contract may be issued based on the proposal(s) considered the most advantageous to the University. Factors to be considered in determining an award are described in Section IX below, Evaluation Criteria Process. University reserves the right to make a split award, multiple awards, or no award at all.

2.2 CONTRACT AWARD PROCESS:

An award for the services specified herein will be made following a procedure using competitive sealed proposals.

- A. Proposals will be opened publicly to identify the names of the Respondents but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or, at the University's sole option and discretion, the University may discuss or negotiate all elements of the proposal with selected Respondents who represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).
- B. After the submission of a proposal before making an award, the University may permit the Respondent to revise the proposal in order to obtain the best final offer. The University may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. The University will provide each Respondent with an equal opportunity for discussion and revision of proposals. Further action on proposals not included in the competitive range will be deferred pending an award, but the University reserves the right to include additional proposals in the competitive range if deemed in the best interest of the University.
- C. University reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the University and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the University and to temporarily or permanently abandon the procurement. If the University awards a contract, it will award the contract to the Respondent, whose proposal is the most advantageous to the University, considering price and the evaluation factors set forth in this RFP. The contract file must state in writing the basis upon which the award is made.

2.3 OTHER FACTORS FOR SELECTION:

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous. The System is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the System as determined by the System. The System personnel will evaluate proposals. In addition to the *Evaluation Criteria identified in Section IX below*, the selection of the successful respondent for this award, will be based on the other factors listed below:

1. Compliance with specifications.
2. Ability to offer a comprehensive set of core services and benefits.
3. Competitive rates.
4. Online access to relevant databases.
5. Compliance with applicable state and federal laws and regulations.
6. Financial position of Respondent.
7. Stability of rates and fees over time.
8. Ability to provide the University with requested reports, including but not limited to, service utilization reports.
9. Ability of the University to customize its screening program options in a way that will best meet the needs of the University, i.e., a la carte services.
10. Ability to perform services in a timely and efficient manner.
11. Responsiveness from customer support personnel
12. Adhering to Texas Government Code, Sec.2156.007 requirements.

Consideration may also be given to any additional information and comments if they should increase the benefits to the University. Upon completion of the initial review and evaluation of the proposals submitted, selected Respondents may be invited to participate in oral presentations.

2.4 RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY:

Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that the University must make some subjective judgments during the evaluation process.

2.5 COMMITMENT:

Respondent understands and agrees that this RFP is issued on the anticipated need for requested services and products and that the University has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent, which arises from Respondent's performance hereunder, shall be at the sole risk and responsibility of Respondent.

2.6 KEY EVENTS SCHEDULE:

| | |
|---|--------------------------------------|
| Posting of RFP for public bidding (ESBD) | Wednesday, June 17, 2026 |
| Pre-Proposal Meeting | Wednesday, June 24, 2026 @ 11:30 am |
| Inquiries and Interpretations Deadline | Wednesday, July 1, 2026 @ 2:00 PM CT |
| Anticipated Q&A addendum posting to ESBD | Monday, July 6, 2026 |
| Proposal Submittal Deadline | Tuesday, July 21, 2026 @ 2:00 PM CT |
| Anticipated Award | Friday, July 31, 2026 |
| Anticipated Start Date | Tuesday, September 1, 2026 |

SECTION III GENERAL INFORMATION AND REQUIREMENTS

3.1 GENERAL INSTRUCTIONS:

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the University.

University will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit proposals at their own risk and expense. Proposals, which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the University, at its option.

Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the University's needs.

University makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the University's best interest. Representations made within the proposal will be binding on responding firms. The University will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP. Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer. The returned form should indicate your company's name and include the words "No-Response" in the right-hand column. Failure to comply with the requirements contained in this RFP may result in the rejection of your proposal.

3.2 HISTORICALLY UNDERUTILIZED BUSINESS:

In accordance with the State of Texas policy of encouraging the use of VetHUBs. Veteran Heroes United in Business, in state procurement, the University shall make a good faith effort to utilize VetHUBs in contracts for construction, goods and services. University strives to achieve VetHUB program goals by contracting directly with VetHUBs or indirectly through subcontracting opportunities. If the University determines that subcontracting is probable under the contract, a Subcontracting Plan must be completed by the Respondent and submitted with the Proposal in accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter B.

VetHUBs Participation: The Respondent will provide monthly Progress Assessment Reports to the University during the life of the contract to verify compliance with the subcontracting plan in the manner indicated by the University.

Progressive Assessment Reports (PARS)

The Respondent shall maintain business records documenting compliance with the Subcontracting Plan (HSP) and shall submit a monthly Progress Assessment Report (PAR) via the University of Houston's Contracts Compliance System, <https://uh.gob2g.com/> The PAR submission shall be required as a condition for payment.

The Respondent shall report to the university the identity and amount paid to each VetHUB and non-VetHUB subcontractor to whom the Respondent has awarded a subcontract for labor, supplies, materials and equipment. The subcontractors listed in the PARs should be the same vendors identified in the HSP during the life of the contract. Complete the PARs Designee Form and submit with the Subcontracting Plan.

3.3 ALTERNATE PROPOSAL:

University may consider alternate proposals submitted by qualified responsive firms in determining an award. Respondents submitting alternate proposals shall clearly identify any exceptions taken to the

requirements listed herein and include a detailed description of the alternate(s) proposed. Respondent(s) may suggest additions to the requirements with respect to the scope of work or services performed. All such suggestions shall be clearly defined. Alternate proposals shall be submitted as an attachment to your base proposal (RFP) package.

3.4 WITHDRAWAL OR MODIFICATION:

No proposal may be changed, amended, or modified after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by the University, which shall be based on Respondent's submittal, in writing, of a reason acceptable to the University.

3.5 VALIDITY PERIOD:

Proposals are to be valid for the University's acceptance for a minimum of 120 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract. At the end of the initial one-hundred-twenty (120) day validity period, proposals will automatically roll over for an additional one-hundred-twenty (120) day period unless otherwise specified in writing by Respondent.

3.6 TERMS AND CONDITIONS:

The General Terms and Conditions (ref. Section IV) shall govern any contract issued as a result of this solicitation (RFP).

All Respondents must comply with the requirements listed in Section III Proposal Requirements, Section V Description of Services, and Execution of Offer herein. In the event there is a conflict expressed in this document, the provision-requiring Respondent to supply better quality or greater quantity shall prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 1. Description of Services**
- 2. General Terms and Conditions**
- 3. Execution of Offer**

By signing the Execution of Offer (**EXHIBIT A**) and submitting a proposal, Respondent certifies that any attached or referenced terms, conditions, or documents are applicable to this procurement only to the extent that they do not conflict with the statutes or Administrative Code of the State of Texas, or the advertised terms and conditions, and that they do not impose additional requirements on the University.

SECTION IV

SPECIFIC REQUIREMENTS OF REQUEST FOR PROPOSAL

4.1 FAILURE TO COMPLY WITH REQUIREMENTS: If Respondent fails to comply with any requirements contained in this RFP, Respondent's Proposal will be considered non-responsive and will be rejected. Below are the specific requirements of the RFP.

4.2 SUBMISSION, CONTENT, AND FORMAT OF PROPOSALS:

4.2.1 University will not accept Proposals received after the Proposal Deadline. University will not accept proposals that do not conform to the requirements of this RFP regarding the required format and size. Likewise, failure to address all aspects of the Project or the requirements of this RFP in a complete and meaningful way will subject a Proposal to rejection. Proposals that are qualified with conditional clauses, alterations, items not called for in this RFP, or irregularities of any kind are subject to rejection. Unnecessary or extraneous attachments shall NOT be included with Proposals and will not be reviewed, utilized or considered by university.

4.2.2 Each Proposal must be submitted as one (1) original "signed" hard bound proposal in a 3-ring binder and one (1) electronic copy in a memory drive (USB) of the proposal and all attachments supporting the proposal. University prefers simple and economically produced proposals describing Respondent's ability to meet the requirements of this RFP in a straightforward, concise manner. In evaluating Proposals, emphasis shall be on the quality, completeness, clarity of content, responsiveness to requirements, and understanding and anticipation of University's needs.

4.2.3 The required hard-copy counterparts of Proposal must be printed on letter-size (8-1/2" x 11") paper assembled with metal ring bindings and contain a MAXIMUM of THIRTY (30) pages printed front and back totaling SIXTY (60) pages. Each section must be separated with a divider sheet for quick reference. The cover, table of contents, divider sheets, sample documents, incumbency certificate, Bonding Letter, HSP, Execution of Offer and Cost and Delivery Proposal do not count as printed pages. University's published manuals may be submitted in their entirety as an attachment or incorporated by reference.

4.3 EXECUTION OF OFFER: Each Proposal must include the complete, fully executed and acknowledged Execution of Offer in form and substance identical to the form attached to the solicitation as **EXHIBIT A**.

4.4 SUBCONTRACTING PLAN: Based on an analysis performed by the University's Procurement Department, subcontracting was determined to be probable for this contract. Therefore, a Subcontracting Plan will be required to be submitted with the Proposal. **EXHIBIT C** contains the Subcontracting Plan form and instructions. Additional information about the Subcontracting Plan can be found on the CPA website, <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>. Possible subcontracting opportunities may include but not limited to scope of services identified in the Project. If you have any questions related to completing the Subcontracting Plan, contact Debbie Carpenter, Executive Director, Auxiliary Services & Procurement via email at UHCLProcurement@uhcl.edu.

Failure to include a completed and signed Subcontracting Plan with the proposal if the proposal is over \$100,000 will automatically disqualify the proposal.

4.5 GENERAL INFORMATION QUESTIONNAIRE: The General Information Questionnaire (see section VI, Appendix C) must be completed and submitted with the proposal.

SECTION V GENERAL TERMS AND CONDITIONS

5.1 GENERAL:

These General Terms and Conditions are an example of what may be a part of any contract which may be awarded resulting from this RFP. Irrespective of those contained in this RFP, the University reserves the right to require additional or modified contract terms and conditions with the successful entity that are in the University's best interest.

5.2 DEFINITIONS:

Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

Contract Documents shall mean the documents that form the Contract between the University and the Contractor. The Contract Documents consist of the Agreement or Purchase Order. The Standard Purchasing Agreement (**EXHIBIT B**) is the University's preferred form of Agreement. **BY SUBMITTING A PROPOSAL, RESPONDENT IS EXPRESSLY CONSENTING TO THE TERMS, CONDITIONS, AND PROVISIONS OF THE CONTRACT FORM.** Any change or addendum to the Standard Purchasing Agreement or use of another contract form must be reviewed and approved by UH System Legal Counsel and will delay the contracting process. Also, use of another contract form may lead to rejection of the bid, if such form is not used as an exhibit/corollary document to the Standard Purchasing Agreement.

Conditions of the Contract General Terms and Conditions, and any Additional or Special Conditions issued for this RFP, Specifications, Pricing and Delivery Schedule, Execution of Offer, Respondent's Questionnaire, and all Addenda and Amendments issued prior to and after the execution of the Contract.

University shall mean the University of Houston-Clear Lake and its component campuses.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Contractor shall mean the individual, partnership, corporation, or other entity awarded a Contract for requested services under this RFP, in accordance with the terms, conditions, and requirements herein.

Project shall mean the complete undertaking by Contractor to provide the goods and/or services contemplated by the Contract.

5.3 ENTIRE AGREEMENT:

The Contract Documents are intended as the complete and exclusive statement of the agreement between the University and the Contractor and supersede all prior or contemporaneous agreements, negotiations, the course of prior dealings, or oral representations relating to the subject matter hereof. The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

5.4 TIME OF PERFORMANCE:

Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between the University and Contractor during the term of this Contract.

5.5 DEFAULT:

In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Contractor fails to remedy such failure or default within the ten (10) day period, the University shall have the right to cancel the Contract.

Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify the University; the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, becomes insolvent, buyout or merger, or non-compliance with governmental requirements.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by the University shall not limit any other right or remedy available to the University at law or in equity.

5.6 FINANCIAL REPORTS AND PAYMENT:

- A. All invoices should be submitted to the University no more than 30 calendar days after the delivery of goods or completion of services that are being invoiced.
- B. University will remit payments based on valid and correct invoices no later than 30 calendar days after the later of the goods receipt date, service completion date, and invoice receipt date. Invoices must include a description of goods or services provided and an itemization of fees and/or expenses requested in a format mutually agreed upon by the Contractor and the Contract Coordinator.
- C. University shall have the right to verify the details set forth in Contractor's invoices, either before or after payment of invoices.

5.7 CONTRACT AMENDMENTS:

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the University's Procurement Department for prior review and approval.

5.8 INDEPENDENT CONTRACTOR STATUS:

Contractor recognizes that it is engaged as an independent contractor and acknowledges that the University will have no responsibility to provide transportation, insurance, taxes or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the University by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

5.9 GENERAL RULES AND PROCEDURES FOR PURCHASING:

Respondent shall comply with Texas Government Code Section 2155.004 provision regarding conflicts of interest, the prohibition on certain bids and contracts, and anti-trust laws.

A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.

Under Section 2155.004, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

5.10 UNIVERSITY'S RIGHT TO AUDIT:

At any time during the term of this Contract and for a period of four (4) years thereafter the University or a duly authorized audit representative of the University, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the University reveals any errors/overpayments by the University, Contractor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University, at its option, reserves the right to deduct such amounts owing the University from any payments due to the Contractor.

5.11 ACCESS TO DOCUMENTS:

To the extent applicable to this procurement, Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, and their duly authorized representatives.

5.12 TITLE AND RISK OF LOSS:

For goods to be provided by Contractor hereunder, if any, the title and risk of loss of the goods shall not pass to the University.

5.13 ACCEPTANCE OF PRODUCTS AND SERVICES:

All products furnished and all services performed under this Contract shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the Contract. The University reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

5.14 SALES AND USE TAX:

Section 151.311, Tax Code permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into reality in the performance of a contract for an improvement to realty for certain exempt entities such as UH System and its components.

5.15 INDEMNIFICATION:

Contractor agrees to hold UH System, the University, its regents, officers, agents and employees harmless and free from any loss, damage, or expense arising out of any occurrence relating to this Contract or its performance and will indemnify UH System and the University, its regents, officers, agents, employees, and students and assigns against any damage or claim of any type arising from the acts or omission (including negligence) of the Contractor, its agents, employees, subcontractors, and/or assigns.

A. CONTRACTOR SHALL PROTECT AND INDEMNIFY THE UNIVERSITY FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER OR THE USE BY CONTRACTOR, OR BY THE UNIVERSITY AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, THE UNIVERSITY SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE UNIVERSITY'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, THE UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

B. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

5.16 FORCE MAJEURE:

If either the University or Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, epidemic or pandemic such as COVID-19 or any similar disease having a similar effect, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

5.17 CONFLICTS OF INTEREST:

It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the State.

Respondent shall also disclose:

- A. Any relationship, whether by relative, business associate, capital funding agreement or by any other such kinship which exists between Respondent and an employee of any UH System component.
- B. Whether Respondent has been an employee of any UH System component within the immediate twelve (12) months prior to the RFP response.
- C. Whether any member of the Board of Regents of the University, or the Executive Officers of the University or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

All such disclosures will be subject to administrative review and approval prior to the University entering into any contract with Respondent.

5.18 NON-DISCLOSURE:

Contractor and the University acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.

Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or the University, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

5.19 PUBLICITY:

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

5.20 SEVERABILITY:

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

5.21 NON-WAIVER OF DEFAULTS:

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements thereof to be performed by

the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement therein contained.

5.22 ASSIGNMENT:

The agreement with Contractor is a personal service contract for the services of Contractor, and Contractor's interest in such agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by the University.

5.23 ASSIGNMENT OF OVERCHARGE CLAIMS:

Contractor hereby assigns to the University any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, or arising under the antitrust laws of the State of Texas.

5.24 PATENT AND COPYRIGHT:

Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.

5.25 TEXAS PUBLIC INFORMATION ACT:

University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFP information.

5.26 FREEDOM OF ACCESS AND USE OF FACILITIES:

The Contractor's employees shall have reasonable and free access during normal business hours to use only those facilities of the University that are necessary to perform services under this Contract and shall have no right of access to any other facilities of the University.

5.27 OBSERVANCE OF UNIVERSITY RULES AND REGULATIONS:

Respondent agrees that at all times its employees will observe and comply with all policies and regulations of the University while on University premises, including but not limited to parking, safety and security regulations.

5.28 NO BOYCOTT OF ISRAEL:

Respondent certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the term of any agreements resulting from this proposal.

5.29 SECTION HEADINGS:

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFP.

5.30 NOTICES:

Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail, return receipt requested, postage pre-paid, addressed as follows:

University of Houston-Clear Lake
Procurement Department
2700 Bay Area Blvd. – Mail Code 137
Houston, Texas 77058

5.31 GOVERNING LAW:

This Contract, including, without limitation, this RFP and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

5.32 ANTI-TRUST LAWS:

Respondent shall certify that neither the Respondent nor the firm, corporation, partnership or University represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in the Texas Free Enterprise and Antitrust Act set forth in Chapter 15 of the Business and Commerce Code, or the Federal antitrust laws, nor have they directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

5.33 CERTIFICATION OF FRANCHISE TAX STATUS:

Respondents are advised that University cannot pay vendors who are delinquent in paying state franchise taxes pursuant to Texas Government Code Chapter 2107.008. A corporate Respondent shall certify that it is not currently delinquent in the payment of, is exempt from, or is an out-of-state corporation that is not subject to any State of Texas franchise taxes. The Respondent agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

5.34 DELINQUENCY IN PAYING CHILD SUPPORT:

Under Section 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support, and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an owner's interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services; or receive a state - funded grant or loan until all arrears have been paid; or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

The Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

SECTION VI

DESCRIPTION OF SERVICES-GENERAL REQUIREMENTS - SCOPE OF WORK

6.1 GENERAL REQUIREMENTS:

Provide Structured Cabling services for the UHCL campus and satellite locations per standardized cost.

6.2 SERVICES TO BE PERFORMED:

As needed day-to-day installation of new blue Cat 6/6a data lines, troubleshooting of out-of-warranty lines, demolition of old cable plants, testing new and existing cables (including fiber optics), troubleshooting and terminating fiber, and the installation of wireless access points throughout the University. The University does not guarantee any minimum or maximum number of job orders or dollar amount associated with the proposal.

DATA CABLING

In communications closets with ladder racks, all category 6/6a data cables will be installed on one side of the existing 12" ladder rack located in the IDF closet. Each new cable will be dressed with the existing data cables with Velcro. All data cables leaving the IDF will be placed into the ceiling cable tray. Contractor shall provide J-hooks to properly support the cable where cable tray is not available. The contractor will also provide separate J-hooks for data and fiber optic cables. All cables will be placed in an approved raceway or support bracket at the UHCL, UHCL Pearland, and Medical Center facility. All supports will be secured independent every 48". (Cables and raceway shall not be supported by existing ceiling grids). The data lines will be pulled, terminated and placed in the patch panel, and the vendor provided one foot labeled blue patch cord installed and blue data jacks at the faceplate. Red data jacks will be used for Fire-related, white data jacks for PD-related devices in the IT closet patch panels. Yellow data jacks will be used for Wireless Access Points installations in the IT closet patch panels. These will also have additional labeling. Vendor will provide, label and install a three-foot patch cable matching the color of the jack installed at the patch panel. If patch panels are not available in a closet, it is the responsibility of the vendor to install one. The University 19" rack layout consists of a 24-port patch panel, a 48-port switch then a 48 port patch panels followed by a 48-port switch. All new data lines must meet the University's current standards, 568B, and utilize the same parts as used on the rest of the campus. No substitutions will be allowed. All cable installation and repairs must meet all EWTIA networking current standards, if the standards should change the contractor must meet the new standards. If a line fails after it is installed, it is the responsibility of the vendor to make any and all necessary repairs, at no additional cost, to ensure the line meets networking standards. The vendor is responsible for replacing or installing all fire stopping material when penetrations are made in any walls. All patch panels, patch cords and lines will be labeled following the University standards provided below. All drops to include a 15' service loop at the faceplate end. All cable drops will be blue unless specified in the request. See Appendix A for sample parts list.

CABLE TESTING

As stated all new cable installation and cable repairs require that the cables pass Wire map, Propagation Delay, Delay, Skew, Cable Length, Insertion Loss (IL), Return Loss (RL), Near end Crosstalk (NEXT), Power Sum NEXT (PSNEXT), Equal-Level Far-End Crosstalk (ELFEXT), Power SUM ELFEXT (PSELFEXT) and any other EIA/TIA standards. Any problems identified at the time of testing procedure will be promptly corrected and re-tested to the standards before any cross connect activates take place. All hard copy test results will be submitted to UHCL upon the completion of each cable installment.

PENETRATIONS

If it is discovered that any IT closet room needs a penetration, it will be the responsibility of the vendor to perform the drilling. Any new penetrations will utilize the EZ-Path system. A per penetration cost must be included in the proposal. All drilling must take place before 07:30 or after 22:30 on any day. The vendor must receive approval from the Director of Infrastructure or the Infrastructure Manager before drilling any penetrations. Fire seal pillows will be installed in all holes vacated if wires are rerouted.

FIBER

All fiber work will be tested with an OTDR and trace analysis on each fiber optic strand. Single mode strands shall be tested at 1310nm and 1550nm. Multimode strands shall be tested at 850nm and 1300nm. Tests shall be performed in both directions at the two different wavelengths for each fiber strand. The OTDR testing shall be provided to record continuity, distance, dB loss vs. distance, end to end loss, attenuation, reflectance and connector loss. Contractor shall perform attenuation uniformity test on each fiber optic strand to show that the fiber optic strand has no discontinuities greater than 0.1 at 850nm and 1300nm. Printed test results will be provided to Office of Information Technology (OIT). Fiber could be terminated with ST, SC, SFF, LC, FC/PC, MT-RJ, Opti-Jack or any of the other styles of connectors. The type of terminations will be determined by the type of connect utilized. Only Corning/CommScope fiber can be utilized. All fiber must meet all networking association current standards; if the standards should change the contractor must meet the new standards.

DEMOLITION

Demolition work will include the removal of the entire length of cable and if possible, blanks will be installed in the faceplate where a jack was removed. It will be the vendor's responsibility to remove the old cable from campus. If a vendor destroys or damages a line that is in use, it will be the vendor's responsibility, at no charge to the University, to replace the line. The vendor must check with OIT to verify that the same type of cable needs to be installed. The vendor will provide information of response time to trouble tickets.

WIRELESS ACCESS POINTS

The University may have a need for the installation of wireless access points throughout the campuses. The campuses have a mix of dropped ceilings and sheetrock ceilings. The University is asking the vendors to quote below ceiling access point installation. The University has standardized on power over Ethernet for our access points. The installation process will include the installation of the network cable and the mounting of the access to the meet the EIA/TIA standards. Patch panel connector and 1' jumpers will be yellow for wireless access points.

MISCELLANEOUS PROJECTS

Could include installing fiber runs indoor or outdoor; repairing pull boxes, installing cable or ladder trays. Other projects may be requested that are not covered by this proposal. Examples would be coaxial cable installation or security system cable installation. If other projects should occur, the vendor will be required to submit a quote for the entire work to be performed. Any new construction must be proposal unless the project manager approves our current vendor may be allowed to perform the work. Note: Only data cables can utilize cable trays and J-hooks. Nothing is allowed to hang off the trays or hooks.

VENDOR RESPONSIBILITIES

If the vendor is unsure then he/she should ask, as the University will require the vendor to meet the University's standards. If non-standard parts are used, they must be replaced at no additional cost; no exceptions. It will be the vendor's responsibility to bring all questions to the University's attention. All questions about this proposal will be emailed to the Procurement email box at UHCLProcurement@uhcl.edu. For any underground work performed it is the responsibility of the vendor to contact a locating service provider to ensure other utilities are not damaged. It is the vendor's responsibility to make the necessary repairs if any other underground service is damaged. The vendor will incur any costs that are associated with the repair.

It is imperative that the vendor raises all issues as the University is expecting a first-class job in every aspect: short cuts or noncompliance will be grounds for termination of the contract. Only Technicians that are certified on installing Cat 6 and CAT6a cable will be authorized to perform cabling work at the University.

Unless provisions have been made with the Director of Infrastructure or the Infrastructure Manager, the vendor will follow University's holiday schedule which is provided on the University webpage www.uhcl.edu. If the vendor requests to perform work during a holiday period, they must work with the Director of Infrastructure or the Infrastructure Manager at least two weeks in advance to ensure building access will be in place. The vendor will be required, on a per job basis, to give a quote for the estimated number of hours needed to perform all fiber, wireless access point installation and demolition work. A quote will be sent to Director of Infrastructure or the Infrastructure Manager and approved before work is started. On each job performed, the vendor will be required to enter in the purchase order number and the UHCL work request number provided by Director or designee. If work is performed outside of this contract the vendor must put the purchase order number on completed work ticket before being turned into be signed by the Director or designee. If work is performed outside of this contract, the person who submitted the purchase request will be required to sign the paperwork. When invoices are submitted to the University, the invoice must include the purchase order number for the contract and the UHCL work request number for each job being invoiced. If work was performed on another purchase order, then that purchase order number must be on the invoice. Vendor must also provide the IT closet, FacePlate #, and room location for each drop on the invoice.

Contractor agrees to indemnify and hold the State of Texas, the Board of Regents of University of Houston System, University of Houston-Clear Lake, their officers, employees, and agents harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs for claims resulting from the acts or omissions of contractor or the acts or omissions of others under contractor's supervision and control.

It is understood and agreed that no benefits, payments or considerations received by contractor for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed or representatives, or any other person identified as agents of, or who are by definition an employee of the State. If purchase terms are revised by the successful contractor after the University has awarded any resulting contract, the University reserves the right to revoke and cancel the contract by written notice to the successful vendor within thirty (30) days of becoming aware of such revision. The University will have the ability to cancel any orders that are in progress and shall not be liable for any additional payments for items delivered outside the initial terms of the contract. If documents are produced after the proposal opening, they will not be considered nor signed. If vendor requires signature of document that was not included in proposal response, that vendor's award will be terminated, and the University will proceed with re-awarding the contract. The University shall be the sole judge of whether items proposed are consistent with technical specifications and/or the general requirement of this proposal. Vendor must comply with independent testing standards in accordance with ITAC Rule §217.12.

LABELING STANDARDS

Labels will be placed on the faceplate, on the cable behind the faceplate, on the cable at the patch panel and on the patch panel. The faceplate number is to begin with a designated letter of the building and/or designated number of the room then followed by a number 001-999. See attached Appendix B as the guide. Again, if vendor has questions about the legend or labeling, vendor should ask Director of Infrastructure or the Infrastructure Manager. Otherwise, vendor will fix at their own expense.

APPENDIX A

The University has attempted to provide a complete list of parts currently used on our campuses. It is ultimately the vendor's responsibility to ensure that they have the correct parts when performing a task. If the vendor is not sure what part is needed, they must check with OIT's Infrastructure Team. Vendor will replace, at their expense, if inquiry is not made.

| Description | Part Number | Color |
|-------------|---|-----------------|
| Faceplate | Panduit Pan-Net Minicom Faceplate CFPE4IWY | Off-White/Ivory |
| Jack | Panduit Pan-Net Minicom Jack CJ6X88TGBU | Blue |
| Jack | Panduit Pan-Net Minicom Jack CJ6X88TGYL | Yellow |
| Patch Panel | Panduit Pan-Net 24 Port Panel CPPL24WBLY | Black |
| Patch Panel | Panduit Pan-Net 48 Port Panel CPPL48WBLY | Black |
| Hangers | Panduit J-Hooks (.75") JP75DW-L20 | |
| Hangers | Panduit J-Hooks (1.31 ") JP131DW-L20 | |
| Hangers | Panduit J-Hooks (2") JP2WD-L20 | |

APPENDIX B

| | Arbor central | Arbor South | Arbor North | Bayou | Delta | FMC | Housing | Med center | NOA II | Stem | SSCB | REC | PD building | Pearland Academic | Pearland Health Science |
|---------------|------------------|----------------|----------------|-------|----------|------|---------|---------------|-----------|---------|--------|--------|----------------|----------------------|-------------------------------|
| Face Plate | A121AXXX | ASXXX | ANXXX | 11XXX | D118AXXX | FXXX | 1Hxxx | MCXXX | NDXX | 11TCXXX | 1PXXXX | R1AXXX | PDXXX | PMXXX | 1PHXXX |
| | ACXXXX | | | 21XXX | D157AXXX | | 2Hxxx | | | 11TRXXX | 2PXXXX | R1BXXX | | PIXXX | 2PHXXX |
| | | | | 31XXX | D206AXXX | | 3Hxxx | | | 12TCXXX | 3PXXXX | R1CXXX | | | 3PHXXX |
| | | | | | D216AXXX | | 4Hxxx | | | | 1RXXXX | R2AXXX | | | |
| | | | | | | | | | | | 2RXXXX | R2BXXX | | | |
| | | | | | | | | | | | 3RXXXX | R2CXXX | | | |

*all data jacks are blue, except:
 Fire related devices are red in the IT closet patch panels
 Wireless Access Points are yellow in the IT closet patch panels.
 PD Related Devices are white in the IT closet patch panels.

APPENDIX C

GENERAL INFORMATION QUESTIONNAIRE

Please answer the following questions as a part of your proposal response. In answering a question, you may refer to other sections or exhibits of your proposal by reference to the page where the information may be found. If the answer to one question appears in the answer another, you may refer to your other answer. Answers should be sufficiently detailed to make unnecessary any further inquiries by the University.

Failure to respond completely to any of these questions may result in the entire proposal being rejected.

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

Company Profile

1. Legal name of the company:
Address of office that would be providing service:
Number of years in Business:
Type of Operation (i.e. Individual, Partnership, and Corporation):
Number of Employees:
Annual Sales Volume:
2. A Statement that you will provide a copy of your company's financial statements for the past two (2) years, if requested by the University.
3. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet analysis), which indicates the financial stability of your company.
4. State whether your company is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organizational and directional terms.
5. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the University.
6. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
7. Provide a customer reference list of no less than three (3) organizations with which your company currently has contracts with and/or has previously provided cables, demolition, fiber, and installations services of equal type and scope within the past five (5) years. Reference list to include, company name, contact person, and telephone number, contract description, length of business relationship and any special requirements.
8. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any University employee? If yes, please explain.

Transition to Contract

9. Provide a statement of the requirements to implement the contract, any unique benefits, and other considerations. Briefly address the requirements, objectives and activities in the section containing the Scope of Work.

10. Provide an estimate of the earliest start date following execution of a contract.
11. Submit a work plan with key dates and milestones. Your response should include:
 - a. Identification of tasks to be performed and/or equipment to be provided (All work will be performed as described In the Scope of Work.
 - b. Time frames to perform the identified tasks 2-hours
 - c. List any compliance requirements and strategies for federal, state and local governmental regulations, insurance requirements including worker's compensation, licenses and permits, if any and any other regulations as appropriate.
12. Describe the strategy and controls that will be utilized to assure products and services provided, pricing and terms, project timeline, maintenance support and training. Include samples of reports and documents if appropriate.
13. What difficulties do you anticipate in serving the University and how do you plan to manage these? What assistance will you require from the University?
14. Describe your company's quality assurance program, what are your company's requirements. and how are they measured?
15. How long have you been in business under your current management? ____ Year(s) ____ Month(s)
16. Number of full-time employees? ____
17. Numbers of full time Certified Technicians do you have? ____
18. What certifications do your Technicians have individually? (Copies of certificates must be provided). Only certified Technicians may perform work at University locations.
19. What hours would your Technicians be working? _____
20. Does our company provide your Technicians with company trucks? Yes ____ No ____
21. Do you perform criminal background checks on your Technicians? Yes ____ No ____
22. Do you hire anyone if they have a mark on their records? Yes ____ No ____
If yes, what actions do you find acceptable?
23. What standards do you follow when pulling data lines?
24. What standards do you follow when pulling/ testing/ terminating fiber lines?
25. Response time to trouble tickets? _____
26. Length of warranty period for work performed? _____

OIT will need a cost for each of the following tasks for each building list below. Please provide bid information in a spreadsheet format.

| Itemized list of standard tasks. | Cost |
|--|-------------|
| Standard drop of 1 CAT 6 cable cost? (If cost is different for any building listed below Appendix D, please itemize the cost for each building) | |
| Standard drop of 2 CAT 6 cable to same faceplate cost? (If cost is different for any building listed below Appendix D, please itemize the cost for each building) | |
| Demo of a line cost? | |
| Demo of 2 lines from same faceplate cost? | |
| Relocate a line within service loop reach cost? | |
| Relocate 2 lines within service loop reach cost? | |
| Standard drop of 1 CAT 6A cable cost? | |
| Standard drop of 2 CAT 6A cable to same faceplate cost? | |
| Standard drop of 1 CAT 6A cable with WAP install cost? | |
| Standard drop of 1 CAT 6 cable with POE Camera install cost? | |
| Technician hourly rate? | |
| Demolition hourly rate? | |
| Trip Rate for emergency calls during business hours? | |
| Trip Rate for emergency calls off-hours? | |
| Fiber testing hourly rate? | |
| Fiber repair hourly rate? | |
| Installation of cable or ladder rack: (must include all materials)? | |
| Troubleshooting or repairing a data line not under warranty (flat-rate per line)? | |
| Per penetration cost? | |
| Installation of wireless access points hourly rate below ceiling? | |

APPENDIX D

List of Buildings

| |
|--|
| Arbor central |
| Arbor South |
| Arbor North |
| Bayou |
| Delta |
| FMC |
| Housing |
| Medical center |
| NOA II |
| Stem (CAT6A Only) |
| Student Services Classroom Building |
| Recreation and Wellness |
| Police Department building |
| Pearland Academic |
| Pearland Health Science |

6.3 ORAL PRESENTATION/WRITTEN CLARIFICATION:

As part of the evaluation process, the University reserves the right to request the Respondent to provide written clarification or make a formal, oral presentation. The UHS point of contact as identified within this RFP shall request the written clarification or schedule any presentations required. Each Respondent should be prepared to discuss and substantiate all areas of its proposal. This is a fact-finding and explanation session only and does not include negotiation. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Respondents. The Respondent shall be responsible for all of its costs associated with the presentation. Oral presentations are an option of the University and may or may not be conducted with none, some or all of the Respondents.

6.4 FEES/COSTS:

Must be provided in Section VI, Appendix C.

6.5 PAYMENTS:

Payments will be made 30 calendar days after the later of invoice receipt, delivery of goods, and completion of services. Invoices must include an itemized description of services based on services agreement. University shall have the right to verify the details set forth in the Contractor's invoices, either before or after payment of the invoice.

6.6 UNIVERSITY RESPONSIBILITIES:

The University will assist the contractor by performing the following actions:

- Assign an individual to act as primary contact for this contract.

6.7 REFUNDS:

The University will establish per terms of contract.

6.8 TAXES:

The Contractor will comply and pay all taxes applicable under Federal, State and local laws.

6.9 INSURANCE AND LEGAL REQUIREMENTS:

The Contractor must carry applicable insurance and provide an annual certificate of coverage to the Contract Coordinator. The Contractor must comply with all applicable permits and licenses and all requirements of applicable laws, regulations, and standards required for the operation of the software license.

6.10 COMPLIANCE WITH THE UNIVERSITY PREMISE RULES:

The Contractor agrees that at all times its employees will observe and comply with all policies and regulations of the University, including but not limited to parking, safety and security regulations. This contract requires compliance with all University regulations and practices for services provided on the University premises. The Contractor, its agents, employees or subcontractors are made aware of, fully informed about, and in full compliance with its obligations under the following regulations, unless otherwise exempt:

- The Contractor shall comply with all applicable rules including without limitation, those relative to environmental quality, safety, fire prevention and noise.
- The University is a smoke-free institution. Smoking, is prohibited in any University building or facility unless otherwise posted.
- The Contractor has the right to use but shall have no right of access to any other facilities.
- The Contractor is responsible for ensuring all its employees, personnel, or representatives entering onto UH facilities abide by these provisions.

6.11 TRANSITION PLAN:

Not Applicable

6.12 CONTRACT COORDINATOR:

The University will exercise its rights and obligations under the Contract through the contact coordinator for this contract. Debbie Carpenter, Procurement Department, will serve as Contract Coordinator.

- 6.12.1 All services performed shall be subject to review, coordination and approval by the contract coordinator. The contract coordinator will, in all cases, determine the quality, acceptability, and appropriateness of the work provided under the contract. The contract coordinator will decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and the Contract coordinator's determination and decision will be final and conclusive.
- 6.12.2 In the event services performed by the Contractor do not conform to the requirements of this Contract as determined by the contract coordinator, the University, at its option, may request the Contractor to adjust service schedules, product selection or add/delete/revise locations of service to the University.

All adjustments or requests will be as mutually agreed upon between the Contractor and the University.

SECTION VII INSURANCE REQUIREMENTS

7.1 REQUIRED COVERAGE:

For the duration of the agreement, for any renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Contractor shall obtain, at its sole expense and at no cost to the University, the following coverages and shall maintain such coverage in full force and effect:

- 7.1.1** Commercial General Liability Insurance including operations, contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
- 7.1.2** Professional Liability or Errors & Omission Insurance (For Professional Services only) of not less than five million dollars (\$5,000,000) per occurrence for professional services i.e., Physician, Lawyer, Architect, Engineer, other "Professional" or a Consultant representing his own firm;
- 7.1.3** If, during the Term, Contractor will enter University property, Contractor shall also maintain the following insurance:
 - Workers' Compensation and Employers Liability Insurance covering all individuals who provide Services pursuant to the agreement at the request of the Contractor, at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Texas. Employer's Liability in amounts of not less than one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) for disease (policy limit), and one million (\$1,000,000) for disease (per person).
 - Commercial Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000) or in the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy;
- 7.1.4** University may require additional insurance coverages and/or limits depending on the nature and scope of the contract.
- 7.1.5** Providing and maintaining insurance coverage is a material term of this solicitation. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements no later than ten (10) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance. Insurance coverages must be written by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company. Contractor shall provide the University a full and complete copy of any insurance policy promptly upon request by the University, and without charge to the University.

7.2 INSURANCE ENDORSEMENTS:

The University shall be listed as an Additional Insured on the Commercial Liability and Automobile Liability policies. A waiver of subrogation must be granted in favor of the University for all policies. Contractor's insurance coverage must be primary and non-contributory for all policies. A 30-day notice of cancellation or material changes must be provided to the University for all policies.

7.3 EFFECT OF INDEMNIFICATION OBLIGATIONS:

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Respondent in accordance with requirements set forth in the Contract.

SECTION VIII EVALUATION CRITERIA PROCESS

All proposals will be evaluated by appointed representatives of the University in accordance with the following procedures:

The Appointed Representatives of the Evaluation Committee will evaluate the Respondents' written responses on the criteria set forth under General Business Requirements in Section 6. Those responses which pass ALL General Business Requirements will be further evaluated.

The written responses which have passed the General Business Requirements will be evaluated by the Evaluation Committee on the Criteria listed under Functional Requirements and under Operational Requirements (Section 6.2). A point value will be assigned by the Evaluator to each Criteria:

- 0 - Respondent did not respond to this Criteria
- 2 - The Response to this Criteria was Poor
- 4 - The Response to this Criteria was Fair
- 6 - The Response to this Criteria was Average
- 8 - The Response to this Criteria was Good
- 10 - The Response to this Criteria was Excellent

The Evaluations will take place separately and without discussion among Evaluation Committee members.

If Oral Presentations are required, a series of questions will be prepared by the Evaluation Committee and presented to each Short Listed Respondent by a Procurement representative. Additionally, a set schedule will be made available from which a Presentation date will be chosen by Respondent.

If the Evaluation Committee determines that Oral Presentations are not required the determination of the preferred Respondent will be communicated to the Procurement Department.

After preferred Respondent is identified, Procurement representative will send notification letters (via e-mail) to all Respondents regarding Evaluation Committee's decision to award.

Respondents are strongly encouraged to deliver their responses identifying the criteria listed below and explaining how the product meets or exceeds the criteria (e.g. "Criteria 1 – Our product meets the criteria by providing..."). THIS IS CRITICAL TO THE EVALUATION PROCESS. If possible, responses should be in the same order as the criteria.

| Evaluation Criteria | Points Allowed |
|--|-----------------------|
| Rate Itemized list of standard tasks for value and cost from questionnaire | 25 |
| Demonstrated ability of the Contractor to fulfill current and predicted University needs based off of questionnaire | 15 |
| Respondent's demonstrated professional experience performing the requested tasks/services in locations of similar types and size from questionnaire (please provide the names of current clients and the number of years that you have been providing task/services for each). | 20 |
| Number of technicians on staff and certified in questionnaire | 20 |
| Proposed operational plan to meet our needs and expectation (questionnaire Q.9). | 5 |
| Quality assurance plan and control measures implemented and maintained by the Contractor. (questionnaire q. 23 and q. 24). | 15 |
| TOTAL | 100 |

**SECTION IX
EXHIBITS**

ATTACHED TO ESD POSTING

**EXHIBIT A
EXECUTION OF OFFER**

**EXHIBIT B
STANDARD PURCHASING AGREEMENT**

**EXHIBIT C
SUBCONTRACTING PLAN**