**INVITATION TO BID**

#### *The University of Texas Health Science Center at Houston*

#### *Information Technology Communication Services*

#### ITB No.: *744-B1520 Gigabit Circuit – North Freeway*

Bid Submittal Deadline: Thursday, April 2, 2015 @ 2:00PM CST

****

Prepared By:

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March 10, 2015

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**SECTION 1**

**INTRODUCTION**

**1.1 Description of The University of Texas Health Science Center at Houston (UTHSC-H)**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHSC-H) is one of the fifteen component Universities of The University of Texas System. UTHSC-H is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street

UTHSC-H combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHSC-H is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHSC-H is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 6,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHSC-H is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

**1.2 Objective**

The University of Texas Health Science Center at Houston requests bids from qualified and experienced vendors to provide a point-to-point, full gigabit circuit between points A and B detailed in the Specifications (**Section 5**).

**SECTION 2**

**NOTICE TO RESPONDENTS**

**2.1 General**

**UTHSC-H** is accepting bids to enter into an Agreement with a Contractor to provide a point-to-point, full gigabit circuit between point A and B, pursuant to Sec. 51.780, *Texas Education Code*, in accordance with the terms, conditions and requirements set forth in this Invitation to Bid (“ITB”) No. 744-B1520. This ITB provides sufficient information for interested parties to prepare and submit bids for consideration by University.

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

* 1. **Submittal Deadline**

University will accept bids until Thursday, April 2, 2015 @ 2:00PM CST.

**2.3 UTHSC-H Contacts**

Any questions or concerns regarding this Invitation to Bid shall be directed in writing via email to:

## The University of Texas Health Science Center at Houston

**Attention: Laura Lander**

**Email: Laura.Lander@uth.tmc.edu**

The deadline for questions is Wednesday, March 25, 2015 at 11:00 AM CST.

University specifically requests that Respondents restrict all contact and questions regarding this ITB to the above named individual via email.

**2.4 Type of Contract**

Upon selection of a bid, the successful respondent will be required to enter into a contract in the form of UTHSC-H’s standard services agreement —see **Exhibit A** of this ITB.

**2.5 Inquiries and Interpretations**

Responses to inquiries which directly affect an interpretation or change to this ITB will be issued in writing by addendum (amendment) and e-mailed to all parties recorded by UTHSC-H as having received a copy of the ITB. All such addenda issued by UTHSC-H prior to the time that bids are received shall be considered part of the ITB, and the Respondent shall be required to consider and acknowledge receipt of such in his bid.

ANY Addendum issued by the Point-of-Contact for this ITB will be posted on the university of texas health science center at houston’s procurement services web site at: <http://www.uthouston.edu/buy/bid-list.htm>

Only those inquiries UTHSC-H replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by signing the Pricing Schedule (Section 7)

**2.6 Public Information**

UTHSC-H 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 UTHSC-H strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

2.7 Contract Award Process

The evaluation of the Bids shall be based on the requirements described in this ITB. **Eighty percent (80%) of the evaluation will be based on the Respondent’s Pricing Bid and Twenty percent (20%) of the evaluation will be based on installation calendar (number of calendar days from Contract execution to installation completion).** All properly submitted Bids will be reviewed, evaluated, and ranked by the Owner.

2.8 Commitment

Respondent understands and agrees that this ITB is issued predicated on anticipated requirements for and that UTHSC-H has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this ITB. 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.

The University reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid to best serve the interests of the University.

**2.8.1** **Validity Period**

Bids are to be valid for UTHSC-H’s acceptance for a minimum of one hundred and twenty (120) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

2.9 Historically Underutilized Businesses

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. The Policy applies to all contracts with an expected value of $100,000 or more. The anticipated value of this ITB is not expected to exceed $100,000; therefore, a HUB Subcontracting Plan is not required.

2.10 Key Events Schedule

Issue Invitation to Bid March 10, 2015

Last Day for Questions March 25, 2015 @ 11:00 AM CST

Bid Submittal Deadline April 2, 2015 @ 2:00 PM CST

**2.11 Eligible Respondents**

Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants.)

**SECTION 3**

**BID REQUIREMENTS**

3.1 General Instructions

A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

B. Submittals and any other information submitted by Respondents in response to this ITB shall become the property of UTHSC-H.

C. UTHSC-H will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk and expense.

D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the ITB documents, or irregularities of any kind are subject to disqualification by UTHSC-H, at its option.

E. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this ITB and the potential ITB. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of UTHSC-H's needs.

F. UTHSC-H makes no guarantee that an award will be made as a result of this ITB or any subsequent ITB, and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this ITB or resulting ITB or contract when deemed to be in UTHSC-H's best interest. Representations made within the qualifications submittal and any subsequent bid will be binding on responding firms. UTHSC-H will not be bound to act by any previous communication or submittal submitted by the firms other than this ITB.

G. Firms wishing to submit a “No-Bid” are requested to return the first page of the Execution of Offer (ref. Section 6, page 15). The returned form should indicate your company's name and include the words “No-Bid” in the right-hand column.

H. Failure to comply with the requirements contained in this Invitation to Bid may result in the rejection of your bid.

I. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a legal joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants.)

J. When ten related projects are requested, do not list more than ten. When up to three project examples are requested, do not list more than three.

3.2 Preparation and Submittal Instructions

A. Respondents must complete, sign and return the attached Execution of Offer, Section 6, as part of their bid response. Bid must be signed by Respondent's company official(s) authorized to commit such bids. Failure to sign and return these forms will subject your qualification to be disqualified.

B. Responses to this ITB should consist of answers to required questions in Section 8 Respondent Questionnaire. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

C. Submission

1. Two (2) identical copies of the bid including any supplemental printed material referenced with the ITB, must be submitted and received in the office of Procurement, on or before the time and date specified, pursuant to the Notice to Respondents (ref. Subsection 2.2) and delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Cross Point, Suite 1.160

Houston, Texas 77054

Attn: Michael K. Ochoa, C.P.M.

NOTE: Show the Invitation to Bid number and submittal date in the lower left-hand corner of your sealed bid envelope (box/container).

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

3. Late bids properly identified will be returned to Respondent unopened. Late bids will not be considered under any circumstances.

4. Telephone bids are not acceptable when in response to the Invitation to Bid.

1. Facsimile (“FAX”) bids are not acceptable when in response to this Invitation to Bid.
2. Email bids are not acceptable when in response to this Invitation to Bid.

**NOTE: It is the responsibility of the Respondent to insure that their bid is submitted to meet the deadline date and time requirements.**

* 1. **Pricing**

**Respondent is required to complete the Pricing Schedule that is associated with this ITB in (Section 7).**

3.4 Submittal Checklist

Firms are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these completed documents will subject your submittal to disqualification.

* + - **Section 6 - Signed and Completed Execution of Offer**
    - **Section 7 - Signed and Completed Pricing Schedule**
    - **Section 8 – Respondent Questionnaire**
    - **Signed and Completed W-9 Form**
    - **Copy of Proposer’s insurance certificate in accordance with limits stated in Sec. 4.4**

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

4.1 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

4.2 UTHSC-H's Right to Audit

At any time during the term of this Contract and for a period of four (4) years thereafter UTHSC-H or a duly authorized audit representative of UTHSC-H, 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 UTHSC-H reveals any errors/overpayments by UTHSC-H, Contractor shall refund UTHSC-H the full amount of such overpayments within thirty (30) days of such audit findings, or UTHSC-H, at its option, reserves the right to deduct such amounts owing UTHSC-H from any payments due Contractor.

4.3 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, 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, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.4 Insurance

* 1. For any Contract which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide UTHSC-H with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract unless such Contract specifies different coverages or amounts.
     1. Workers’ Compensation: Statutory
     2. Employer’s Liability $ 500,000.00 each occurrence
     3. Comprehensive General Liability:

- Bodily Injury $1,000,000.00 each person

$1,000,000.00 each occurrence

-Property Damage $1,000,000.00 each occurrence

* + 1. Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)

-Bodily Injury: $1,000,000.00 each person

$1,000,000.00 each occurrence

-Property Damage: $ 1,000,000.00 each occurrence

* 1. Contractor shall deliver to UTHSC-H:
     1. Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by Contractor hereunder from or after the date of any agreement or purchase order; and
     2. Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, UTHSC-H shall have the right to make such payments and set‑off the amount thereof against the next payment coming due to Contractor under any purchase order or agreement; and
     3. Such Certificates shall name UTHSC-H as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to UTHSC-H, giving UTHSC-H the right to pay the Premium to maintain coverage, in which event Paragraph 4.4.B.2 shall apply.
  2. The insurance policies required in this ITB shall be kept in force for the periods specified below:
     1. Commercial General Liability Insurance, Auto Liability, and Owner’s and Contractor’s Protective shall be kept in force until receipt of final payment by the Contractor;
     2. Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by UTHSC-H in writing.
  3. Contractor shall provide UTHSC-H a full and complete copy of any insurance policy promptly upon request by UTHSC-H, and without charge to UTHSC-H.

4.5 Other Benefits

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.

4.6 Non-Disclosure

Contractor and UTHSC-H 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 UTHSC-H, 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.

4.7 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 UTHSC-H's employees or use UTHSC-H's name in connection with any sales promotion or publicity event without the prior express written approval of UTHSC-H.

4.8 Assignment

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

4.9 Assignment of Overcharge Claims

Contractor hereby assigns to UTHSC-H any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.10 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.

4.11 Texas Public Information Act

UTHSC-H 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 UTHSC-H strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of ITB information.

4.12 Freedom of Access and Use of Facilities

Contractor's employees shall have reasonable and free access to use only those facilities of UTHSC-H that are necessary to perform services under this Contract and shall have no right of access to any other facilities of UTHSC-H.

4.13 Observance of UTHSC-H Rules and Regulations

Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

4.14 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 ITB.

4.15 Governing Law

This ITB any subsequent ITB, and resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

4.16 Funding Out Clause

Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Regents of The University of Texas System (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

**4.17 U.S. Department of Homeland Security’s E-Verify System**

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

1) All persons employed to perform duties within Texas, during the term of the Contract; and

2) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of (agency name), an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being followed.

**If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.**

**4.18 Owner’s Reservation of Rights**

The Owner may evaluate the Bids based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Bids and re-solicit for new Bids, or to reject any and all Bids and temporarily or permanently abandon the Project. **Owner reserves the right to award any, all, or none of the Project**. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this ITB for any project and no such representation is intended or should be construed by the issuance of this ITB.

**SECTION 5**

**SPECIFICATIONS**

5.1 General Information and Specifications

Contractor will provide a full gigabit circuit between the points listed below.

Point A: 6901 Bertner Avenue, Suite 431

Houston, Texas 77030

Point B: 11120 North Freeway, Suite B

Bellaire, Texas 77037

Contractor is to successfully complete the following:

1. Provide termination equipment for the circuit(s) listed above at both points. This equipment is to be mounted in nineteen inch (19”) data racks provided by the customer at Point A and B.
2. Install fiber at both addresses for each circuit.
3. Provide a single-mode (1310nm) fiber pair, full duplex, two-strand hand-off at Point A and Point B.
4. Activate service 60 (sixty) calendar days from the date the contract is signed per individual circuit.
5. Provide pricing valid for a 36 (thirty-six) month term for the circuit.

5.2 Delivery

Time is of the essence in the performance of Contractor’s duties. Failure of the Contractor to notify UTHSC-H sufficiently in advance of inability to complete within the delivery schedule, shall grant UTHSC-H the option of canceling the order, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, UTHSC-H shall have no obligation to accept late performance or to waive timely performance by Contractor.

**Contractor must be able to activate service 60 (sixty) calendar days after the contract is signed.**

**SECTION 6**

**EXECUTION OF OFFER**

**ITB NO.: 744-B1520**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S BID. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE BID MAY RESULT IN REJECTION OF THE BID.**

**SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED BID OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT’S BID, AND THE RESPONDENT MAY BE REMOVED FROM ALL BID LISTS AT UTHSC-H. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT UTHSC-H'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.**

By signing this Exhibit, Contractor affirms, certifies, and warrants that the information set forth in this Exhibit is current, complete, and accurate. Contractor agrees that in the event Contractor makes a false statement by affirming, certifying, or warranting the information set forth in this Exhibit, The University of Texas Health Science Center at Houston (UTHSC-H) may, at its option, terminate any Agreement to which this Exhibit is attached without further liability, and Contractor shall be removed from all UTHSC-H bid lists.

Contractor agrees to notify UTHSC-H in writing within thirty (30) days of any changes in the affirmations, certifications, and warranties made by Contractor under this Exhibit.

1. By signing this Exhibit, Contractor affirms, certifies, and warrants that it has neither given, offered to give, and has no intention to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with any Agreement in which this Exhibit is attached.

2. By signing this Exhibit, Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

3. By signing this Exhibit, Contractor pursuant to Section 2155.004, Texas Government Code certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

4. By signing this Exhibit, Contractor affirms, certifies, and warrants that neither Contractor nor the firm, corporation, partnership or institution represented by Contractor, or anyone acting for such firm, corporation, or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq. *Texas Business and Commerce Code*, or the federal antitrust laws, nor communicated directly or indirectly Contractor’s bid or bid made to UTHSC-H to any competitor or any other person engaged in such line of business. By signing this Exhibit, Contractor affirms, certifies, and warrants that it has not received compensation for participation in the preparation of the specifications for any Agreement or of the Invitation to Bidon which any Agreement is based. (Reference Section 2155.004, *Texas Government Code*.)

5. By signing this Exhibit, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable

6. By signing this Exhibit, Contractor agrees that pursuant to Sections 2107.008 and 2252.903, Texas Government Code any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

7. By signing this Exhibit, Contractor affirms, certifies, and warrants that it is not suspended, debarred, or listed in the U.S. General Services Administration's List of Parties Excluded From Federal Procurement or Non‑Procurement Programs, or excluded from award by the United States Office of the Inspector General (“OIG”) regarding Medicare, Medicaid, or other federal programs. Contractor further acknowledges that UTHSC-H is prohibited by federal regulations from allowing any employee, subcontractor or agent of Contractor to work on site at UTHSC-H’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor affirms, certifies, and warrants that it shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals/Entities issued by the OIG to work on site at UTHSC-H’s premises or facilities. Contractor affirms, certifies, and warrants that it shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at UTHSC-H’s premises or facilities. Contractor acknowledges that UTHSC-H will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at UTHSC-H‘s premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals/Entities. The OIG's List of Excluded Individuals/Entities may be accessed through the following Internet website: http://oig.hhs.gov/fraud/exclusions/listofexcluded.html

In addition Contractor affirms, certifies, and warrants the following:

(a) Contractor is not disbarred, excluded, or other ineligibility for participation in state and federally funded health care programs or receipt of state or federal funds by querying the Medicaid and Title XX Provider Exclusion List maintained by the Texas Health and Human Services Commission: <http://oig.hhsc.state.tx.us/Exclusions/Search.aspx>.

(b) Contractor is not disbarred and/or excluded from federal procurement programs by querying the System for Award Management maintained by the Federal Service Desk: <https://www.sam.gov/portal/public/SAM/>.

(c) Contractor is not designated as a Specially Designated National by querying the Specially Designated Nationals List maintained by the United States Department of the Treasury, Office of Foreign Assets Control: <http://www.treas.gov/offices/enforcement/ofac/sdn/>.

(d) Contractor has not been debarred from doing business with the State of Texas by querying Debarred Vendor List maintained by the Texas Comptroller of Public Accounts: <http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/>

Contractor is in good standing with the Texas Comptroller of Public Accounts by querying the Certification of Account Status database maintained by the Texas Comptroller of Public Accounts: <http://ourcpa.cpa.state.tx.us/coa/Index.html>

Contractor is current and not on hold with the Texas Comptroller of Public Accounts by querying the Taxpayer and Vendor Account Information list maintained by the Texas Comptroller of Public accounts: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>

8. By signing this Exhibit, Contractor affirms, certifies, and warrants that it will comply with all specifications, requirements, terms, and conditions set forth in any Agreement and attachments in which this Exhibit is attached. Contractor affirms, certifies, and warrants that the products or services Contractor provides under this/or any Agreement will meet or exceed the specifications set forth in any Agreement.

9. By signing this Exhibit, Contractor affirms, certifies, and warrants that all statements and information prepared and submitted under any Agreement in which this Exhibit is attached (including all information submitted by Contractor in response to or to verify the affirmations, certifications, and warranties set forth in this Exhibit) are current, complete, and accurate.

10. By signing this Exhibit, Contractor certifies that pursuant to Section 231.006, Texas Family Code it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

11. By signing this Exhibit, Contractor covenants and agrees that as required by Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, the Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

12. If Contractor is a franchise, then

(a) Contractor affirms, certifies, and warrants that it shall maintain such franchise in full force and effect at all times during the existence of this Agreement, and

(b) Contractor shall provide UTHSC-H with all data that UTHSC-H, in its sole discretion, deems necessary to identify Contractor’s franchise, the date on which Contractor’s franchise will expire, and to certify that Contractor’s franchise remains in good standing at all times during the existence of the Agreement

13. By signing this Exhibit, Contractor affirms, certifies, and warrants that (1) no relationship (whether by blood, marriage, business association, capital funding agreement or by any other kinship or connection) exists between Contractor and an employee of any component of The University of Texas System, (2) Contractor or employee of Contractor who is designated to perform work on behalf of Contractor to UTHSC-H has not been an employee of any component of The University of Texas System within the twelve (12) month period immediately prior to the date of this Exhibit; and (3) Contractor or employee of Contractor who is designated to perform work on behalf of Contractor to UTSC-H has not been employed by a state agency at any time during the two (2) years immediately prior to the date of this Exhibit. In the event 1, 2, or 3 applies, Contractor agrees to provide a full written disclosure of the relationship to UTHSC-H prior the execution of this Exhibit. For item 3, the Contractor or employee of Contractor must specifically include: 1) the nature of the previous employment; 2) the date employment terminated; and 3) the annual rate of compensation at the time of termination.

Contractor understands that all such disclosures will be subject to administrative review, and approval by UTHSC-H prior to UTHSC-H’s execution of any Agreement.

14. By signing this Exhibit, Contractor in accordance with Section 2157.005, Texas Government Code expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Contractor represents and warrants to University that the technology provided to University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

15. OSHA COMPLIANCE

By signing this Exhibit, Contractor affirms, certifies, and warrants that all goods and services furnished under any Agreement with UTHSC-H will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect as of the date on which the goods or services are furnished.

16. CERTIFICATIONS OF NONSEGREGATED FACILITIES & EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE

By signing this Exhibit, Contractor affirms, certifies, and warrants that it (1) does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) will not maintain or provide for its employees any segregated facilities at any of its establishments, and (3) will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification shall constitute Contractor’s violation of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise but does not include separate rest room facilities for men and women. Contractor further agrees that, except where prior to the start of any Agreement, Contractor has contracts in place with subcontractors that exceed $10,000.00 in value and which are not exempt from the provisions of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended, Contractor will retain such certifications for each one of its subcontractors in Contractor’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

17. AFFIRMATIVE ACTION COMPLIANCE

In addition to the Contractor’s affirmation, certification, and warranty under Article 10 of this Exhibit, if any Agreement exceeds $50,000.00 in value Contractor, shall provide a copy of its written Civil Rights "Affirmative Action Compliance Program" which shall be incorporated into an Attachment A to this Exhibit. If Contractor is NOT required to have such a written Civil Rights "Affirmative Action Compliance Program", please complete the following:

Respondent’s Federal Tax Identification No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a Corporation:

Respondent’s State of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Respondent’s Charter No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please identify each person who owns at least 25% of Respondent’s business entity by name:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name |  |

Submitted and Certified By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Respondent’s Name) (Authorized Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) (Printed Name/Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Email Address) (Telephone Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Street Address) (Facsimile Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City, State, Zip Code)

**SECTION 7**

**PRICING SCHEDULE**

**ITB NO. 744-B1520**

**TO:** The University of Texas Health Science Center at Houston

**BY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City, State, Zip Code)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

**PROJECT:** ITB 744-B1520 Gigabit Circuit – North Freeway

Dear Madam/Sir:

Having carefully examined the Project Requirements, the General Conditions, the Plans and Specifications and any Addenda to the Plans and Specifications as prepared by the University of Texas Health Science Center at Houston (the Owner of this Project), as well as the premises and all conditions affecting the work, the undersigned promises to furnish all equipment, labor, materials, supervision, services, and required bonding to complete the entire work in complete accordance with the above document for the following firm, fixed prices. The University will not accept bids which include assumptions or exceptions to the work identified in the Project Requirements.

**I. Pricing**

The pricing shall be listed to coincide with the scope of work described in the Scope of Work, Section 5.1.

Provide pricing for the items below or check “NO BID” if applicable.

**6901 Bertner, Suite 431, Houston 77030 to 11120 North Freeway, Suite B, Houston 77037**

* NO BID *(check if applicable)*

1. One-time set-up/installation fee $\_\_\_\_\_\_\_\_\_\_
2. Monthly rate for **36** (thirty-six) month term $\_\_\_\_\_\_\_\_\_\_ per month
3. Standard hourly rate for maintenance service $\_\_\_\_\_\_\_\_\_\_ per hour
4. After-hour/Holiday hourly rate maintenance service $\_\_\_\_\_\_\_\_\_\_ per hour

**II. DELIVERY:**

Delivery: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Calendar Days to deliver goods / services upon receipt of University’s purchase order.

**III. UNIVERSITY’S PAYMENT TERMS:**

University’s standard payment terms for services are “Net 30 days.” Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days.

The undersigned acknowledges that he has read and complies with the Bidding Requirements and General Requirements and Terms and Conditions of this ITB.

The undersigned acknowledges receipt of the following Addenda to this ITB:

No. \_\_\_\_ No. \_\_\_\_ No. \_\_\_\_ No. \_\_\_\_ No. \_\_\_\_

The undersigned agrees, if awarded the Contract, to execute the Contract within ten (10) days after notification of award, and to commence work within ten (10) days after the Work Order is issued by The University of Texas Health Science Center at Houston.

Respectfully Submitted,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company Name)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL: If bid is by a Corporation) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 8**

**RESPONDENT QUESTIONNAIRE**

Respondents are requested to submit complete responses to each of the items listed below. Responses are to be submitted as an attachment to your bid package. Please reference each response by its item number indicated below.

* 1. Legal name of the company:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the office which would be providing service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Years in Business: \_\_\_\_\_\_

Type of Operation: Individual: \_\_\_\_\_\_ Partnership: \_\_\_\_\_\_

Corporation: \_\_\_\_\_\_ Government: \_\_\_\_\_\_

Number of Employees: \_\_\_\_\_\_

Annual Sales Volume: \_\_\_\_\_\_

* 1. State that you will provide a copy of your company’s financial statements for the past two (2) years, if requested by University.
  2. Provide a Financial rating of your company and any documents, including a Dunn and Bradstreet analysis which indicates the financial stability of your company.
  3. Is your company for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
  4. Provided details of all past pending litigation or claims filed against your company that would affect your company’s performance under a Contract with University.
  5. 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.
  6. 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.