

UNIVERSITY HOSPITALS AUTHORITY & TRUST



REQUEST FOR PROPOSAL FOR LOW VOLTAGE SERVICES

OKLAHOMA CHILDREN'S HOSPITAL OU HEALTH BEHAVIORAL HEALTH CENTER

RFP Solicitation Number: PRJ250340

RFP Issue Date: Friday, Nov 1, 2024

Bidder Questions Due: Mon., Nov 11, 2024, 3pm CDT

Email questions to bids@uhat.org, emil-pela@uhat.org with subject line of "RFP PRJ250340 BHC Bid Questions"

Q&A's Dispersed to Bidders: Wed., Nov 13, 2024

RFP Due Date: Thurs., Nov 21, 2024, 12pm CDT

Submit Hard Copy Proposals To

Attn: Emil Pela

RFP PRJ250340

University Hospitals Trust

1000 NE 13th Street

Nicholson Tower, Suite 6900

Oklahoma City, OK 73104

Submit Email Proposals To

Anissa Scott at bids@uhat.org with subject RFP PRJ250340

Description of UHT

Founded in 1998, University Hospitals Trust (UHT), a public trust of the State of Oklahoma, provides support for important educational enhancements, key research, and health care advancements for critical capital improvement projects on the Oklahoma Health Center campus. The mission of UHT is to be a catalyst for medical excellence, to support medical education and research, and to help assure quality health care for all Oklahomans.

Objective of Proposal

UHT is soliciting proposals from qualified vendors to perform installation of network racks and installation, termination, labeling and testing of low voltage cabling for the new Oklahoma Children's Hospital OU Health Behavioral Health Center. The Work is more specifically described in the Scope of Services section of this Request for Proposal (RFP) PRJ250340.

The new Oklahoma Children's Hospital OU Health Behavioral Health Center will offer a re-imagined way of delivering care to some of the most vulnerable children in our community. It is designed with the guiding principles of patient and provider safety, family-centered care, stress reduction and best practices at the forefront and will serve to enhance the well-being of patients, families and staff. The facility is designed with flexibility, allowing for adaptability to meet future patient demands.

Scope of Services

The Professional Services Requested will include but not be limited to:

Basic Overview:

- We are requesting bids for the procurement and installation of all low voltage wiring needs for Oklahoma Children's Hospital OU Health Behavioral Health Center.
 - The facility is a 6-story (7 stories, including basement), 150,000 SQ FT building that is currently under construction on the downtown campus for OU Health
 - Location is between the Nicholson and Garrison buildings.
 - 960 NE13th Street, OKC OK 73104
- Very specific timelines of when work can be performed onsite:
 - **Low Voltage (Set racks and pull wire)**
 - Basement/Level 1 - 1/14/25 (20 working days)
 - Level 2 - 2/6/25 (20 working days)
 - Level 3 - 3/3/25 (20 working days)
 - Level 4 - 3/24/25 (20 working days)
 - Level 5 - 4/21/25 (20 working days)
 - Level 6 - 5/19/25 (10 working days)
 - **Low Voltage (Trim Out and Terminations)**
 - Basement/Level 1 - Start date 3/10/25 (30 working days)
 - Level 2 - Start date 3/10/25 (30 working days)
 - Level 3 - Start date 3/10/25 (30 working days)
 - Level 4 - Start date 5/27/25 (40 working days)
 - Level 5 - Start date 7/23/25 (40 working days)
 - Level 6 – Start date 6/13/25 (20 workings days)
- 1 MDF/IDF
 - 1st Floor – South Wing
- 10 IDF rooms (Splits building into North and South Wings)
 - 1st Floor – North Wing IDF
 - 2nd Floor – North Wing IDF / South Wing IDF
 - 3rd Floor – North Wing IDF / South Wing IDF
 - 4th Floor – North Wing IDF / South Wing IDF

- 5th Floor – North Wing IDF / South Wing IDF
- 6th Floor – North Wing IDF

IDF room details:

- Rooms are stacked over top of one another with a 4” pathway between floors/rooms.
- Each floor will contain ladder rack throughout the corridors leading into each MDF/IDF.
- There is Ladder Rack installed in each IDF
 - See attachment C for ladder rack locations.
 - J-hooks required where Ladder Rack is not available.
- All low voltage cables will run from the indicated locations shown on both Attachment B: Energy Drawings AND Attachment C: Special Systems Drawings, back to an IDF/MDF
 - **EXCEPTIONS**
 - All CAT6A cables designated as ENERGY
 - Noted as ORANGE CABLES on the Attachment A: Low Voltage Breakdown Spreadsheet.
 - There is one NTWK CTRL in each IDF that will need a CAT6A cable ran back to the UHAT\HSC rack.
 - The remaining cables will connect owner provided equipment to each other in a daisy-chain format as shown on Attachment A and Attachment B.
 - These cables should be terminated with CAT6A connectors on EACH END.
 - Owner will make final connections to equipment.
 - All access control cables designated as BANANA CABLE
 - Noted as Access Control on Attachment A: Low Voltage Breakdown Spreadsheet
 - These access control cables will run from the Access Control Panel in the IDF rooms to specified devices.
 - Will run to the south wall of each MDF\IDF room, and then add 15’ service loop at BOTH ends of the cable.
 - Banana cables are not to be terminated with any connector
 - Cables just need to be run and labeled.
- IT Racks
 - 3 racks in each IDF\MDF room
 - Each rack is a separate organization.
 - UHAT\HSC Rack
 - University Hospital Authority and Trust \ Health Sciences Center
 - This rack will host the below colored cables
 - Blue cables – Security (Access Controls/Video Surveillance) for UHAT\HSC
 - Purple cables - LAN for UHAT\HSC purposes
 - Fiber patch panels need to be installed; however, no fiber will be used to connect UHAT/HSC racks.
 - OUH Rack
 - OU Health
 - ALL HIPPA \ patient \ health related data
 - Wireless APs
 - APs are to be installed on the ends of Patch Panel
 - Ports 1-4
 - Ports 21-24
 - LAN for OUH purposes
 - Cable colors run to the racks from devices are:

- White – LAN for OUH
 - Yellow – APs
 - All requested fiber runs will be contained to these racks
 - MDF to IDF Fiber runs will run in these racks.
 - Vendor Rack
 - At this time, just need the rack installed, and fiber patch panel installed.
 - Location for all Vendor related services
 - NTWK CTRL (Energy)
 - Nurse Call
 - Fire Protection
 - AV
 - Fiber patch panels will need to be installed; however, no fiber will be used to connect these racks.
- Rack requirements:
 - Rack
 - Quantity 1, 2-post rack for each entity (UHAT\HSC, OUH, Vendor)
 - Chatsworth Products Standard Rack 6" D (150 MM)
 - See Attachment E
 - CAT 6 Patch Panel
 - Need to have 24-port patch panels used.
 - Must have provisions to label each port.
 - No specified patch panel to use (vendor can select).
 - Requirements:
 - 24 Port
 - Provisions so that ports can be labeled
 - Shielded
 - Must Meet or exceed all channel performance requirements in ANSI/TIA-568.2-D and ISO 11801 Class EA from 1 MHz to 500 MHz to support the IEEE 802.3an standard for 10 Gigabit Ethernet over UTP cable.
 - All panels must be the same in all MDF/IDF locations.
 - Fiber Patch Panel
 - Need Fiber Patch panels to be installed in ALL racks.
 - Need to have enough ports to support installs
 - MDF will have a total of 24 Fiber cables here.
 - Each IDF will have a total of 2 fiber runs located here.
 - Must have provisions for labeling fiber terminations in Fiber patch panel.
 - LC-LC, Duplex, Single Mode Fiber connections will be used.
 - No specified fiber patch panel to use (vendor can select)
 - Requirements
 - Enough ports to in each rack to support needed installs.
 - Provisions so that ports can be labeled.
 - Cable Management:
 - Between Racks:
 - Chatsworth Products, 30096-703, MSC Master Cabling Section Double Sided.
 - See Attachment G
 - End of Racks

- Chatsworth Products, 30095-703, MSC Master Cabling Section Double Sided
 - See Attachment F
- Equipment Placement in Racks:
 - U45 is for the LC-LC Fiber Patch Panel
 - MDF should have enough slots for runs to all 11 IDF rooms
 - IDF can have as few as 4 fiber punch down locations.
 - U44 – U34 are NOT TO BE USED
 - Reserved for equipment that will come in after wire is done.
 - 24 Port Patch panel to start at U33.
 - Followed by a 48-port switch in U32
 - Will be added after wire install
 - All switches are the same and only consume 1U.
 - Followed by two 24-port patch panel at U31 and U30
 - Followed by a 48-port switch at U29
 - Etc.
 - Wireless Access Points are to be installed at ports 1-4 in patch panels, as well as ports 21-25 (bookmark ends of the patch panel).
- PDU:
 - Will need to have 1 PDU installed in each Rack
 - Plug for PDU to get power
 - Will connect to L6-30R plugs that will be installed above Technology Rack.
 - Plug for switches to plug into PDU
 - Will connect switches with C20 plug/connector to PDU.
 - No specific PDU required, vendor can choose.
 - PDU must run vertical along one rail
 - Cannot use a PDU that groups connections into a central location.
- Cable Specifications
 - Cat6a
 - Cat6A U/UTP Cable, F/UTP, plenum, 4 pair count, Color Jacket
 - Cable Type
 - F/UTP (Shielded)
 - Separator Type:
 - Isolator
 - Conductor Material:
 - Bare Copper
 - Drain Wire Material:
 - Tinned Copper
 - Colors to use and purpose
 - Purple
 - UHAT\HSC - Data
 - Blue
 - UHAT\HSC - Cameras
 - Brown
 - UHAT\HSC - Blue Phones
 - Orange
 - UHAT\HCS - Energy

- These cables run from device to device and thus NOT to the MDF\IDF.
 - These cables are to be tipped with RJ-45 Tips at each end of cable.
 - White
 - OUH - Data
 - Yellow
 - OUH - Wireless APs
 - Access Control Banana Cables
 - Cable specs
 - Plenum Composite Access Control Cable
 - 22/3-pair Stranded Shielded, 22/4 Stranded Shielded, 22/2 Stranded Shielded, 18/4 Stranded Shielded
 - Bare Copper conductors
 - Low Smoke PVC insulation
 - Colors to use and Purpose
 - Yellow
 - UHAT\HSC Access Control
 - These cables are just to be run.
 - No tips / termination needed.
 - Will run to the south wall of each MDF\IDF room, and then add 15' service loop at BOTH ends of the cable.
 - UHAT will terminate yellow banana cables when needed.
 - Cables should be labeled
 - To what device/room they are running to.
 - All Cables will need to be labeled.
 - Label cable (IDF end) with jack location.
 - Label cable (jack end) with punch down port where cable is punched down.
 - For ORANGE energy cables, on both ends, label with devices that are connected.
 - All cables will need to be tested for the below and if failed, cables must be rerun or re-terminated to ensure operation.
 - Connection
 - Ensure cable is securely plugged in.
 - Continuity
 - Use a multimeter to check for continuity.
 - Network Performance
 - Use a network cable tester to detect faults like shorts, opens, incorrect wiring, and incorrect cable length.
 - Signal Quality
 - Use a network tester to analyze signal quality.
 - Crosstalk
 - Test for near-end crosstalk, which is interference between 2 cables inside of the cable.
 - Return Loss.

- Check for small internal signal loss.
- Patch Cables
 - 1 Ft. Cat 6A cables to connect patch panel to switch
 - Colors of patch cables should match the wire behind the port
 - Example: The Wifi APs are to be run as YELLOW cables in the ceiling and be placed in ports 1-4 or 21-24 in the patch panel. A YELLOW patch cable should be used to connect the patch panel to the switch.
 - EXCEPTION
 - For OUH LAN wires (white in the ceiling to the back of the Patch Panel) patch cables from the front of the patch panel to the switch, should be BLACK.
- UPS:
 - NONE will be installed or required for racks
 - IDF/MDFs will be on UPS power.
- Layout of Racks
 - Leave U's 44-34 empty at top of Rack for needed equipment.
 - Fiber Patch Panel goes in U-45.
 - Please see below diagram for more information (also see Attachment D: Visio Drawing of Rack Layout)



- Access Control Panels
 - Panels used to connect all Access Control devices
 - Yellow Banana Cables used here.
 - Access Control Panels are located on the South Wall of all MDF\IDF rooms.
 - Yellow Banana cables are to be run only to the Access Control Panels.
 - No tips, no finishing / terminating of cables needed.
 - 15' service loop needed at each end of cable.
 - Required: label each banana cable and provide a “cut sheet” that shows where the labeled cable was run to.
 - Should be able to use the label on the cable and left behind documentation to find cables and where the cables are (UHAT will come and terminate cables when needed).
 - Cables should be run from location (room) to the access control panel in the MDF\IDF room
 - Run cables to the South wall in the MDF\IDF, and then add 15' service loop to yellow banana cable (at both ends of cable).
 - UHAT will come and terminate cables when needed.
- Fiber from MDF to IDF (in OUH Racks only)
 - Will need to run redundant (2 runs) 25 GB, Single Mode Fiber, from the MDF on floor one, to all IDF rooms on all floors

- Do not daisy chain connections
 - IE don't run from MDF to IDF on 1, then to an IDF On 2 and then over to the other IDF on 2.
 - All connections should run from the MDF on floor 1 to each IDF.
- LC-LC, Duplex, Single Mode Fiber, 25 GB
- Needed fiber installs are to occur in OUH racks only
 - Vendor and UHAT/HSC racks will have fiber run at a later time by owner.
 - Will still need to have Fiber punch-down panel provided in all racks.
 - MDF racks should support 24 fiber connections.
 - IDF racks should support at least 4 fiber connections.
- *Known discrepancies*
 - *Energy Drawing shows NTKW CTRL 1 in an Equipment room*
 - *This is incorrect. The NTKW CTRL1 will be installed in the MDF/IDF room. All other NTKW CTRLs (2, 3, 4, 5, and 6) are correctly shown in Attachment B: Energy Drawings.*
 - *Information on Attachment A: BHC Low Voltage Counts spreadsheet is correct.*
 - *Owner will be onsite to point out this connection if drawings are not updated prior. Expecting drawings to be updated.*
 - *Air Handler Uplinks are shown on attachment B: Energy Drawing and not on the Attachment C: Special Systems drawings.*
 - *Will update C: Special Systems Drawings with added drop in future. However, the energy drawings do show location of needed drops*
 - *Indicated by Red and Blue network icons.*
 - *Traka Boxes are listed in Attachment A: BHC Low Voltage Counts spreadsheet, but are NOT on any drawings. (Need for boxes added after last round of drawing updates were done. Will have on future drawings).*
 - *Please account for these drops.*
 - *Future drawings will show information on Traka locations.*
 - *Owner can point out at time of install if not on drawings*
 - *Reference lines*
 - 300
 - 303
 - 420
 - 568
 - 645
 - 806
 - 889
- How to read attachment A Low Voltage Breakdown:
 - Floor
 - This is the floor that the work will be performed on
 - BASE= Basement
 - 01 = 1st floor
 - 02 = 2nd floor
 - 03 = 3rd Floor
 - 04 = 4th floor
 - 05 = 5th Floor
 - 06 = 6th Floor
 - Data Owner
 - This is the owner of the data that will be used.
 - This will help denote to which rack the wire should be run to in the MDF/IDF room.



- Drop Count
 - How many drops will be needed at each location indicated.
- Data Cat
 - Category of data that will be used here (internal use only).
- Cable Type
 - Specifies the type of cable needed for each run
 - CAT6A = Cat6 A U/UTP Cable, plenum, 4 pair count, Color Jacket
 - Banana =
- Cable color
 - Color of cable to be used.
- Room #
 - Designates the room number (on the drawings) where the cable need to terminate
- Purpose
 - Used internally only to denote what will be used on the line.
- Room Label / Device Name
 - This is the NAME of the room or device that the connection will be used.
 - Offered this and Room # to ensure accurate location of needed cables.
- From Device and To Device
 - Only used for Energy lines
 - Energy lines are not connecting devices back to the MDF/IDF rooms, but instead are connecting devices to one another.
 - Creating a RING network topology.
 - Will be used to denote what devices need to be connected to one another.
 - Line should run from the FROM Device to the TO Device.
- Notes
 - Additional information that may be helpful.

The response to the Request for Proposal must include:

1. Experience installing low voltage cables for large projects.
 - a. Detailed summary of experience in providing similar sized low voltage installs.
 - i. Provide three (3) clients with needs similar to this project and describe your firm's (and/or subcontracted firm's) specific experience providing services to each of those clients.
 - ii. Provide contact information for reference purposes.
 - b. Identify the specific individuals who will be assigned to this project, their representative roles and their office location.
2. Proposed Service Methodology
 - a. Detailed summary of how services are accessed and provided. This will include methods of correspondence, accessibility and supervision.
3. Itemization of Costs/Cost Proposal
 - a. Detailed breakdown of costs for each of the data owners (UHAT/HSC and OU Health). Reference Attachment A for total low voltage cable counts.
4. Visualization of MDF/IDF Design Layout (optional but preferred)
 - a. Visual representation of your proposed understanding of the network rack design/layout (owner of rack, color of cables used for owner, patch panel placement, PDU placement, etc.).

Proposals will be ranked and bid(s) awarded on a Lowest and Best criteria basis, pursuant to the following selection criteria (100 Points total):

1. Experience and Expertise

(18 PTS)

- How many years has your company been in the low voltage cabling business?
- Can you provide examples of similar projects you have completed, including project size, scope, and complexity?
- What certifications do your technicians and installers hold? (e.g., BICSI, RCDD, manufacturer certifications)
- Do you have experience with the specific cabling standard (e.g., Cat6, Cat6a, fiber optic) required for this project?
- What differentiates your company's expertise from others in the industry?

2. Technical Approach and Standards

(10 PTS)

- What installation standards do you follow (e.g., TIA/EIA, ISO/IEC, IEEE)?
- How will you ensure compliance with the local codes and regulations?
- Can you provide detailed information about the cabling materials and brands you use?
- What type of testing and certification do you provide at the completion of the installation?
- What tools or techniques do you use to ensure minimal interference and optimal cable performance?

3. Project Management and Communication

(8 PTS)

- Who will be the project manager or main point of contact for the duration of the project?
- What is your process for managing scope changes and unforeseen issues during installation?
- How will you coordinate with other trades (e.g., electricians, HVAC, IT teams) on-site?
- What project management software or communication tools will be used to track progress and milestones?
- Can you provide a detailed project schedule with key milestones and deliverables that aligns with the timelines in RFP?

4. Quality Assurance and Warranty

(10 PTS)

- What is your quality assurance process for ensuring installation standards are met?
- Do you offer a warranty on your installation services? If so, what does it cover and for how long?
- What measures do you take to minimize downtime or disruption during installation?
- How do you handle warranty claims or post-installation issues?
- Can you provide a copy of your final inspection checklist or punch list?

5. Pricing and Value

(10 PTS)

- Can you provide a detailed breakdown of all costs, including materials, labor, permits, and any additional charges? Please include average cost/drop.
- Do you offer any cost-saving suggestions or alternative solutions to reduce project costs without compromising quality?
- What is included in your pricing that differentiates you from competitors?
- Are there any additional costs for post-installation support or ongoing maintenance?
- What is your proposed change order process and cost structure for change orders?

6. Timeline and Availability

(20 PTS)

- What is your estimated timeline for completion of this project?
- How do you handle delays, and what contingencies do you have in place?
- Are you able to meet the desired start and completion dates?

- How many technicians and staff will be assigned to this project, and how will their time be allocated?
- What is your strategy for managing projects of similar size and scope simultaneously?

7. Safety and Risk Management (6 PTS)

- What is your company's safety record and OSHA compliance history?
- What safety training do your employees undergo before starting a project?
- What insurance coverage does your company carry (e.g., liability, workers' compensation)?
- How will you mitigate potential risks such as damage to existing infrastructure, delays, or safety incidents?
- How do you handle hazardous materials or situations, should they arise?

8. Post-Installation Support (8 PTS)

- What documentation will be provided after installation (e.g., as-built drawings, test results, labeling)?
- What ongoing support or maintenance plans do you offer after the project is completed?
- How do you handle service calls and emergencies post-installation?

9. References and Reputation (10 PTS)

- References (as requested above).
- What is your company's customer satisfaction rating or review record?
- Have you ever had a project terminated before completion? If so, what was the reason and resolution?
- Letters of recommendation or case studies from previous clients (as requested above).
- What is your process for resolving customer disputes or issues?

Bonding Requirements

No work shall commence until Supplier provides UHT with the following bonds in the following minimum amounts:

Bid bond equal to five percent (5%) of the total Bid amount.

Performance Bond: A good and sufficient security valued at not less than the total value of the proposed contract which shall ensure the proper and prompt completion of the work in accordance with contract documents and shall ensure that the supplier shall pay all indebtedness incurred by the supplier and his sub suppliers and all suppliers for such labor, material, and repair of and parts for equipment as are used and consumed in the performance of the contract.

Defect Bond: A good and sufficient bond in an amount equal to the total values of the contract to protect UHT against defective workmanship and materials for a period of one (1) year after acceptance of project.

Payment Bond: A good and sufficient bond in an amount equal to the total value of the contract to protect UHT against claims or liens from sub suppliers or suppliers for services or materials used in the project.

Insurance Requirements

No work shall commence until Supplier provides UHT with Certificates of Insurance in the following minimum amounts: (reference Section A.17)

- General Liability Insurance \$1,000,000/\$2,000,000
- Workers' Compensation Insurance Statutory Limit
- Property Damage \$50,000/\$100,000
- Auto-Owned, Hired and Non-Owned \$100,000/\$300,000

Proposal Submission

Please submit your signed, sealed proposal to the following address by November 21st, 2024, 3PM CST. Bids received after this due date and time will be deemed non-responsive and shall not be considered for any resultant award. Submissions may be mailed (with a minimum of 2 copies, and a USB drive containing your bid) or emailed to the following:

University Hospitals Trust
Attn: Anissa Scott
1000 NE 13th Street Suite 6900 Oklahoma City
OK, 73104
Email: bids@uhat.org

If your firm seeks clarification pertaining to the contents of this solicitation, send questions by e-mail to bids@uhat.org and emil-pela@uhat.org with subject line of "RFP PRJ250340 BHC Bid Questions". Answers will be posted to the Open RFP PRJ250340 page on website: <https://uhat.org/rfp-rfq/>. Questions must be submitted before Monday, Nov 11, 2024, 3pm CDT, pursuant to Part A.3 of the Contract for Services.

Responding Bidder Information

1. **Solicitation #** PRJ250340

2. **Bidder General Information:**

FEI / SSN: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: _____

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1)-(11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. § 85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service- disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

8. Total Bid Amount:

a. _____

9. Bid Confirmation/Notary

a. I hereby confirm that (Company Name) _____ have received and reviewed all bid documents and that the bid cost provided for the specified scope of work is an accurate reflection of these documents.

Authorized Signature	Date
Printed Name	Title

NOTARY:

Signature of Notarial Officer: _____ Notary Seal

Printed Name of Notarial Officer: _____

Commission Expiration: _____

Commission Number: _____

Date: _____

**Certification for Competitive Bid and/or Contract
Non-Collusion Certification**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$25,000 submitted to UHT for goods or services.

Entity Name: University Hospitals Trust

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above-named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and UHT officials or employees, as well as facts pertaining to the giving or offering of things of value to UHT personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any UHT official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any UHT official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any UHT official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the UHT any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by UHT shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above-named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;
- OR**
- the contract attached herewith, which was not competitively bid and awarded by UHT pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number/Fax Number

Email

Contract for Services

A. **BID PROVISIONS**

A.1. **Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means all types of purchases and rentals, whether bought or leased by contract or otherwise, including but not limited to items, products, materials, supplies, services, or equipment, and includes every means by which UHT obtains same whether by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a contract document executed by the Supplier and State.
- A.1.3. "Bid" means a cost proposal submitted by a vendor in response to a request or solicitation for bids from UHT;
- A.1.4. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. Bidder is synonymous with "supplier" or "vendor" responding to a solicitation;
- A.1.5. "Contract" means the solicitation, vendor's response, negotiation document, and/or purchase order verifying award and encumbering funds;
- A.1.6. "Solicitation" means the formal or informal manner in which UHT determines the price of an acquisition from various vendors and may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.7. "Supplier" see definition of "bidder";
- A.1.8. "Vendor" see definition of "bidder".

A.2. **Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions herein along with any forms required by the solicitation.
- A.2.2. Bids shall be submitted in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. **In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy on a thumb drive.** In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. If permitted by this solicitation to bid on less than all of the contract, the bidder

may indicate on the bid whether it is for all or some, specifying which portions or items the supplier is willing to fulfill.

- A.2.6. If this solicitation fails to specify a delivery date for goods or services, the bidder shall specify a delivery date in the bid.

A.3. Questions

Questions must be submitted to UHT in written form and are one (1) week prior to the bid date listed and may be emailed to emil-pela@uhat.org. These questions will be consolidated into a single question-and-answer document which will be distributed electronically to all bidders, regardless of whether they submitted questions.

A.4. Solicitation Amendments

- A.4.1. If UHT amends a solicitation, it shall notify each supplier sent the original solicitation of the amendment. In the event of an amendment, the supplier must acknowledge receipt of the amendment (1) in the supplier's bid or quotation for submission or (2) in an acknowledgment of receipt of the amendment. If the supplier has already submitted a bid and dispatches an acknowledgment, the acknowledgment receipt must be signed and returned and must contain the solicitation number and response due date and time on the front of the envelope. The contact person identified above must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.4.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation.

A.5. Bid Change

A bidder wishing to change a bid submitted to UHT shall withdraw the submitted bid and submit another bid before the closing date and time. Withdrawal of the original bid must be made in writing on the bidder's letterhead and signed by the bidder's authorized representative. The withdrawal must specify the method for returning or disposing of the bid. The new bid shall be submitted in the same manner as specified above with the following statement, "This bid supersedes the bid previously submitted," written on the upper left corner of the single envelope, package, or container and directly below the solicitation number, response due date, and time. The bid change shall also be sealed, unless otherwise detailed in the solicitation.

A.6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.6.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief that they and their principals or participants:
 - A.6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.6.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud

or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- A.6.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.6.1.2. of this certification; and
- A.6.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.6.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response

A.7. Bid Opening

Sealed bids shall be opened by UHT in the Nicholson Towers, Suite 6900, at 1000 NE 13th Street, Oklahoma City, Oklahoma 73104 at the time and date specified in the solicitation as Response Due Date and Time.

A.8. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. Bids shall remain confidential with prompt and reasonable access to the records provided only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process.

If a bidder submits information in a response to a solicitation that the bidder considers proprietary or confidential, the bidder shall submit such information separately, specifically identify what information is proprietary or confidential upon each page containing proprietary or confidential information, enumerate the specific reasons based on applicable law which support treatment of the material as exempt from disclosure, and conspicuously mark on the bid or bid package that it contains proprietary or confidential information. UHT will review the information and may or may not designate a bidder's information as proprietary or confidential. If UHT does not agree that the information is proprietary or confidential, then UHT will return and not evaluate the information. UHT may or may not reject all requests to disclose proprietary or confidential information designated as such.

A.9. Late Bids

Late bids shall not be considered responsive and shall not be evaluated. Late bids will be returned unopened in a timely manner if the bidder requests the return of the unopened bid.

A.10. Closing

- A.10.1. UHT will review all bids after bid closing.
- A.10.2. Unless prohibited by this solicitation, a bidder may submit alternate bids, but an alternate bid cannot materially deviate from the original solicitation specifications. An alternate bid must also be complete bids and shall be clearly marked to identify them as an alternate bid. Alternate proposals shall not be submitted in a single bid.

A.11. Legal Contract

- A.11.1. Submitted bids are rendered as a legal offer and any bid, when accepted by UHT, shall constitute a contract.
- A.11.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.11.2.1. Any Addendum to the Contract;
 - A.11.2.2. Change Order (if applicable);
 - A.11.2.3. Solicitation, as amended (if applicable); and
 - A.11.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.12. Pricing

- A.12.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.12.2. Bidders guarantee unit prices to be correct.
- A.12.3. ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.13. Clarification of Solicitation

- A.13.1. UHT may solicit clarification from a bidder regarding the bid, but such clarification shall not allow a bidder the opportunity to alter or supplement bid pricing.
- A.13.2. If a bidder fails to notify UHT of an error, ambiguity, conflict, discrepancy, omission, or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in its response.

A.14. Negotiations

- A.14.1. UHT reserves the right to negotiate with one, selected, all, or none of the firms responding to this solicitation to obtain the best value for UHT. Negotiations could entail discussions on products, services, pricing, contract terminology, or any other issue that may mitigate UHT's risks. These negotiations are not contract negotiations but constitute a final 'filter' on the bid.
- A.14.2. If such negotiations are conducted, the following conditions shall apply:
 - A.14.2.1. Negotiations may be conducted in person, in writing, by telephone, or through other electronic methods.
 - A.14.2.2. Negotiations shall only be conducted with potentially acceptable offers. UHT reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
 - A.14.2.3. The requirements of the Request for Proposal and the provisions herein shall not be negotiable and shall remain unchanged unless UHT determines that a change in such requirements or provisions is in the best interests of UHT.

A.15. Rejection of Bid

UHT reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or for other reasons for rejection of bids as identified by UHT in its Policies and Procedures.

A.16. Award of Contract

A.16.1. UHT may award the Contract to more than one bidder by awarding the Contract(s) by item, or groups of items, or may award the Contract on an ALL OR NONE basis.

A.16.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that Best Value criteria is being used.

A.17. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this Section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.18. Tax Exemption

UHT acquisitions are exempt from sales tax and federal excise tax. Bidders shall not include these taxes in price quotes.

A.19. General Provisions

General Provisions set forth in Section C apply with the same force and effect as these Bid Provisions. However, conflicts or inconsistencies shall be resolved in favor of the General Provisions at Section C.

B. SOLICITATION SPECIFICATIONS

See attached documents for more information:

- Attachment A: Low Voltage Breakdown Spreadsheet
- Attachment B: Energy Drawings
- Attachment C: Special Systems Drawings
- Attachment D: Visio Drawing of Rack Layout
- Attachment E: Rack Spec Sheet
- Attachment F: Cable Management END OF RACKS
- Attachment G: Cable Management Between Racks

GENERAL PROVISIONS

B.1. Contract Period

The initial contract period will be from 1/14/2025 to 7/11/2025 or date of completion (whichever is later).

B.2. Extension of Contract

The Trust may extend the term of this contract for up to ninety (90) days if mutually agreed upon by both Parties in writing.

B.3. Termination

C.3.1. UHT may suspend or terminate this contract upon finding that its terms have been breached by the supplier. UHT may terminate the Contract for cause if the supplier has failed to perform in accordance with the terms and conditions of the Contract. This termination shall become effective if the supplier does not cure its failure to perform within ten days (or more, if authorized in writing by UHT) after receipt of a notice of intention to terminate from UHT specifying the failure in performance. If a termination for cause does occur, UHT shall have the right to withhold monies otherwise payable to the supplier until the services under the Contract are completed. If UHT incurs additional costs, expenses, or other damages due to the failure of the supplier to properly perform pursuant to the Contract, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted, the balance will be paid to the supplier upon completion of the services to be provided under the Contract. If the costs, expenses, or other damages incurred by UHT exceed the amounts withheld, the supplier shall be liable to UHT for the difference.

C.3.2. Either party may terminate the Contract for convenience at any time upon thirty days' prior written notice, in which case UHT will pay the supplier for all services performed and all expenses incurred under the Contract up to and including the effective date of termination less any costs or expenses, if any.

C.4. Independent Contractor

At all times in the performance of the Contract, the supplier will act as an independent contractor and not as an agent or employee of UHT. The supplier will have no authority to act in the name of or to incur any obligation binding on UHT. The supplier may employ staff to fulfill the terms of the Contract, but the supplier shall remain responsible for this staff and shall be responsible for any and all payments due to or on behalf of such staff.

C.5. Indemnification

C.5.1. The supplier shall indemnify, defend, and hold harmless UHT and its officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by the supplier ("Losses")

arising out of the performance of its services, but only in proportion to and to the extent such Losses are caused by or result from (1) the negligent acts or omissions of the supplier, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom the supplier is responsible (collectively, "Indemnitor"); (2) the breach by Indemnitor of any of the provisions of this Contract; or (3) willful misconduct by Indemnitor.

- C.5.2. The supplier shall indemnify, defend, and hold harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any documents supplied by Indemnitor in the performance of this Contract.

C.6 *Electronic Signatures and UHT's 1CALL Cloud System*

- C.6.1 Electronic Signature/Counterparts. The Parties agree that this Contract, and any documents to be signed in connection herewith, may be electronically signed and the use by a Party of an electronic signature shall, for the purposes of validity, enforceability, and admissibility, be conclusive evidence of that Party's intention to be legally bound as if such signature had been written by hand, pursuant to the Oklahoma Uniform Electronic Transactions Act. The Parties agree this Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. A counterpart bearing an electronic signature shall satisfy the requirements of this provision. This provision specifically applies to a Party's use of UHT's 1CALL Cloud system.

- C.6.2 1CALL Cloud System. Contractor agrees to use UHT's 1CALL Cloud system according to the terms of this Contract. 1CALL Cloud is a cloud-based facility management system used to manage all UHT Title 61 Construction projects, Title 74 acquisition and purchasing projects, and facility management requests. A Party's 1CALL Cloud user account consists of the registrant's email address and password, serves as the registrant's official signature for purposes of using the 1CALL system. Once registered, the registrant is responsible and accountable for all documents signed using that email address and password. The Parties agree that no certification authority or other third-party verification is necessary to validate an electronic signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of an electronic signature or any resulting agreement between a Party and the 1CALL Facility Services or UHT. By selecting the "I Accept" or "Approve" button, a Party is signing and agrees to be bound by any digital documents, to include but not limited to, construction contracts, change orders, service agreements or lease agreements created, managed and stored by 1CALL Cloud. 1CALL Cloud user accounts and emails are required to receive and sign all digital documents. Each 1CALL Cloud user account is created using an email and the password known only to the system account holder. In all cases, the name of the authorized signatory shall be identified as visible on the document.

C.6.3 1CALL Policies and Guidelines. By signing this Contract, Contractor agrees that it shall adhere to UHT's Privacy Statement and Terms of Service, incorporated into this Contract by reference, as set forth on UHT's website, <https://uhat.org>. Contractor is responsible for reviewing and relaying this policy to the Contractor's employees, agents, representatives or subcontractors. UHT reserves the right to amend these policies at any time by posting the amended policy on its website.

C.7. Legal, Regulatory, and Other Compliance

C.7.1. The supplier shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, and standards.

C.7.2. The supplier hereby assigns to UHT all right, title, and interest, including, but not limited to, copyright and all copyright rights, in all Materials created by the supplier in its performance under this Contract and/or delivered to UHT hereunder and shall execute any documents necessary to effectuate such assignment. In the event the supplier uses any individual to perform any work required of it pursuant to this Contract, the supplier shall require said individual or entity to sign a contract containing identical wording as the foregoing with the exception that "the supplier" is to be replaced with the name of the individual and/or entity. The term "Materials" constitutes all written and other tangible expressions, including, but not limited to, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials. However, the term "Materials" shall not include the processes, drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials. that are proprietary to the supplier and not produced by the supplier for UHT per the terms of the Contract. All Materials furnished by the supplier hereunder shall be and shall remain the Facility of UHT. In the event of contract termination by either party for any reason, as provided under the Contract, UHT will have the right to receive, and the supplier shall promptly provide to UHT, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the supplier for the services under the Contract. In the event of termination, UHT retains the right to use any such documents or materials, any dispute regarding the amount to be paid under this Contract notwithstanding. The foregoing provisions shall survive the term and termination of this Contract.

C.7.3. The supplier shall keep and maintain Records (defined below) for a period of five years after this Contract is terminated. Upon reasonable notice of not less than twenty-one days, UHT, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access such Records for purposes of audit and examination. In the event UHT timely notifies the supplier of any audit, litigation, or other legal action involving identified Records that starts before the end of the five-year period after the Contract is terminated, the supplier agrees to retain the applicable Records until (i) the audit is completed or the litigation or other legal action is dismissed or terminated, or (ii) until the end of the five-year period specified herein, whichever is later. "**Records**" shall mean, to the extent applicable, invoices, receipts for reimbursable expenses, time sheets, statements or work, purchase orders, and other similar documents directly related to charges made

by the supplier to UHT under this Contract and that are kept by the supplier in the ordinary course of its business, and may be kept in written or electronic form, in the supplier's reasonable discretion.

C.8. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma. Exclusive venue for any dispute arising hereunder is the federal or state courts for Oklahoma City, Oklahoma.

C. Final Instructions to Bidder

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices, or customs, proposals will be evaluated, and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents herein. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by UHT and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

Be sure to fill out the bid entirely, including non-collusion certification.