



REQUEST FOR PROPOSAL

“Campus Data Cabling Services”

TSC RFP 19-08

**Submission Date:
December 5, 2018**

SECTION 1. INQUIRIES AND INTERPRETATIONS

Responses to inquiries which directly affect an interpretation or change to this Request for Competitive Sealed Proposals (RFP) will be issued in writing by the College as an addendum and faxed or mailed to all parties recorded by the College as having received a copy of this RFP.

All such addenda issued by the College prior to the time that proposals are received shall be considered part of this RFP, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its proposals. Only those inquiries the College replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addendums, if any, can be obtained at the following website:

<http://tsc.edu/index.php/about/purchasingqx/vendor-information.html>

SECTION 2. POINT OF CONTACT

The College requires that Respondents restrict all contact and questions regarding this RFP to the individual named below.

Any questions or concerns regarding this solicitation including terms and conditions, submission requirements, technical requirements and contract award shall be directed in writing to:

Raul A. Garza
Purchasing Specialist
Purchasing Office
Tandy 207
80 Fort Brown
Brownsville, Texas 78520
Phone: 956-295-3438
Fax: 956-295-3408
raul.garza1@tsc.edu

It is Texas Southmost College's (TSC) intent to respond to all appropriate questions and concerns; however, TSC reserves the right to decline to respond to any question or concern.

SECTION 3. SUBMISSION OF PROPOSALS

Submittal Deadline: College will accept proposals until Wednesday, December 5, 2018 at 2:00 p.m. local time. Proposals in print format shall be submitted to the TSC Purchasing Office located at Tandy 207; 80 Fort Brown; Brownsville, Texas 78520 in attention to Ms. Patricia G. Saldivar, Director of Purchasing. At 2:30 p.m. proposals will be read aloud in Tandy 212 Conference Room of the Fort Brown Campus.

The proposal(s) must be received on or before the time and date specified above to the point-of-contact identified above. College delivery hours are from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during holidays and other College closures. Late submissions will be returned

to the Respondent unopened. The College will not accept submissions delivered by telephone, email, or facsimile (fax). Proposals properly received will not be returned to Respondents.

A non-mandatory pre-proposal conference is scheduled for Tuesday, November 27, 2018 at 9:00 a.m. at Tandy 212 of the TSC Fort Brown Campus.

SECTION 4. CONSIDERATION OF PROPOSALS

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of this RFP, TSC alone will determine whether it is a candidate for further consideration.

Pursuant to Texas Education Code, Chapter 44, Subchapter B, a College shall select the Respondent that offers the best value for the College based on its published selection criteria and on its ranking evaluation. In determining the best value, the College is not restricted to considering price alone but may consider any other factors stated in the selection criteria. All properly submitted Proposals will be reviewed in consideration to the following selection criteria factors in determining to whom to award a contract:

- (1) The pricing of services;
- (2) The reputation of the Respondent and Respondent's goods and/or services;
- (3) The quality of the Respondent's good and/or services;
- (4) The extent to which the Respondent's services meet the College's needs;
- (5) The Respondent's past relationship with the College;
- (6) The impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses.
- (7) The total long-term cost to the College to acquire the Respondent's goods and/or services;
- (8) The Respondent's principal place of business (State of Texas) and/or Respondent number of employees (at least 500 persons in this state).
- (9) Any other relevant factor provided in response to the request contained herein.

SECTION 5. PROPOSAL SUBMISSION REQUIREMENTS: Please provide a response to the each of the following sections:

1. THE PRICING OF SERVICES.

Please complete Pricing Proposal Form Exhibit A.

2. THE REPUTATION OF THE RESPONDENT AND RESPONDENT'S GOODS AND/OR SERVICES.

Reference checks are a part of TSC's procedure for evaluation. Reference checks may be in writing or by telephone. The submission of reference information authorizes TSC to request release of information concerning related projects from the references provided. Provide a minimum of 3 references. The references should include: institution/client's name and representative name who served as the day-to-day liaison including telephone number and e-mail address.

3. THE QUALITY OF THE RESPONDENT'S GOODS AND/OR SERVICES.

Provide a general statement of the company history including how many years in business, including legal name of firm. *(If the firm has multiple locations, TSC is primarily interested in the capabilities and experience of the office that will provide the majority of the required services to TSC).*

Provide resumes of the team that will be directly involved in the project, including their experience with similar projects.

Provide a list of any lawsuits or litigations in which the company is or was a party, for the preceding ten (10) years, and the resulting outcomes. If the company becomes a party of any lawsuit within 60 days after proposal submission, the proposer must notify TSC immediately.

Provide a statement if the company has filed bankruptcy within the past ten (10) years.

4. THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE COLLEGE'S NEEDS.

Provide details of the company's experience demonstrating the ability to successfully provide goods or services proposed.

Identify and describe the team past experience for providing services to higher education institutions, school districts, and/or other public entities that are most related to this project within the last ten (ten) years.

- *Provide institution name/client name
- *Representative name, contact information
- *Location
- *Project Name
- *Description of services provided
- *Years of service
- *Project Size

If available, provide color images (photographic reproductions) of proposed good and/or services and other information such as specifications, manufacturer's data sheet, etc.

Provide responses to any questions or requirements addressed in the "Description of Services" section. Please read carefully.

5. THE RESPONDENT'S PAST RELATIONSHIP WITH THE COLLEGE.

Identify and describe the company's past experience for providing services for TSC projects within the last ten (10) years. Provide the following information for each project listed:

- *Project name
- *Representative name
- *Description of services provided
- *Years of service

*Project size

6. THE IMPACT OF THE ABILITY OF THE COLLEGE TO COMPLY WITH LAWS AND RULES RELATING TO HISTORICALLY UNDERUTILIZED BUSINESSES. Please indicate if the company is a Historically Underutilized Business (HUB) certified by the State of Texas. Y___N___.
7. THE TOTAL LONG-TERM COST TO THE COLLEGE TO ACQUIRE THE RESPONDENT'S GOODS AND/OR SERVICES. Describe your warranty service support philosophy and service implementation plan for this project.
8. PRINCIPAL PLACE OF BUSINESS IN THE STATE OF TEXAS AND/OR EMPLOYMENT OF AT LEAST 500 PERSONS IN THIS STATE. Please provide number of employees in the State of Texas.
9. The College strongly desires to receive personalized and timely professional services from the awarded Respondent. Provide all office locations and identified the one that will be serving TSC.

SECTION 6. PROPOSAL SUBMISSION FORMAT: Submittals should be on letter-size (8-1/2"x11") paper and assembled with spiral-type bindings or staples. Do not use metal-ring hard cover binders. Preprinted material should be referenced in the submittal and included as labeled attachments. Each part of the proposal should be separated by use of a divider sheet with an integral tab for ready reference.

All submittals should include a Table of Contents for the Proposal and page numbers for each part of the Proposal as well as any separate attachments. Supplementary information not required should be clearly identified in the Table of Contents and provided as a separate part.

Submit three (3) copies of the proposal in print format and one (1) copy of the proposal in electronic format. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy (print format) original proposal.

Important Proposal Submittal Documents: The following documents, at minimum, must be filled out, signed by an authorized representative, and returned as part of the proposal submittal:

1. Exhibit A – PRICING FORM
2. Exhibit B – ANTI-COLLUSION CERTIFICATION
3. Exhibit C – EXECUTION OF OFFER
4. Exhibit F – CONFLICT OF INTEREST QUESTIONNAIRE
5. Sample of all proposed contractual documents that may result from this solicitation such as: contract, agreement, terms and conditions sheet, etc. (*Not signed*).

SECTION 7. DESCRIPTION OF SERVICES:

TSC is accepting proposals from qualified Awarded Respondents to provide a general cabling specification for the installation of data, fiber, optic, and voice cabling infrastructure for TSC's

voice/data networks in accordance with the terms, conditions, and requirements set forth in this RFP. This RFP provides Respondents with the information necessary to prepare and submit proposals for consideration by the College.

The Respondents are responsible to bring to the attention to the TSC project manager for resolution any instances where these documents may conflict. This specification takes precedence over previous cabling and associated infrastructure specifications.

The Respondents must demonstrate the ability to supply and provide all materials, equipment, labor and all other incidental material, tools, appliances, delivery and transportation as required to complete potential projects as described in the scope of work provided in this RFP. Respondents must include list of tools and equipment needed to perform repairs for these kinds of industrial services.

General Requirements

Awarded Respondent shall provide a 25 year Panduit Certification PLUS warranty on all copper and fiber permanent cabling links.

This is a system performance warranty guaranteeing for 25 years from acceptance that the installed system shall support all data link protocols for which that copper Category or fiber OM designation is engineered to support according to IEEE and TIA standards.

The certification plus warranty may be applied only if the cabling channel links are comprised of Panduit connectivity and cable, or Panduit connectivity, Panduit Cable, and cables approved under certification plus warranty program.

Upon acceptance of warranty, Panduit will mail a notification letter to the installer and a notification letter and warranty certificate to Texas Southmost College.

Technologies

TSC's voice and data networks encompass a broad spectrum of technologies and are distributed to numerous campus sites throughout TSC's service territory. Installed cables will be used for ethernet, high and low speed data applications, used in analog and digital voice, not to exclude other existing and future voice/data technologies. This specification will include indoor and outdoor cable installations, horizontal and backbone cabling, telecommunications closet and equipment cabling, equipment hardware as well as routing and support infrastructure.

Flexibility

Flexibility is required due to the dynamic nature of the voice/data communications industry. Quantities of products and services defined in this specification are for bid pricing purposes only. TSC may purchase all or none of the products and services stated in this specification.

Applicable Regulatory References

Responsibility of Awarded Respondent.

Knowledge and execution of applicable standards and codes is the sole responsibility of the awarded Respondent.

In cases where listed standards and codes have been updated, awarded Respondent shall adhere to the most recent revisions, including all relevant changes or addenda at the time of installation.

Anywhere cabling standards conflict with electrical or safety codes, awarded Respondent shall defer to NEC and any applicable local codes or ordinances, or default to the most stringent requirements listed by either.

Any code violations committed at the time of installation shall be remedied at the awarded Respondent's expense.

ANSI/TIA

ANSI/TIA-568-C.0 (September 2010) Generic Telecommunications Cabling for Customer Premises.

TIA-568-C.0-1 (September 2010) Generic Telecommunications Cabling for Customer Premises- Addendum 1, Updated Reference for Balanced Twisted-Pair Cabling.

ANSI/TIA-568-C.1 (February 2009) Commercial Building Telecommunications Cabling Standards.

TIA-568-C.1-2 (November 2011) Commercial Building Telecommunications Cabling Standard, Addendum 2 General Updates.

ANSI/TIA-568-C.2 (August 2009) Balance Twisted Pair Communications and Components Standards.

ANSI/TIA-568-C.3 (June 2008) Optical Fiber Cabling Components Standard.

ANSI/TIA-568-C.3-1 (December 2011) Optical Fiber Cabling Component Standard- Addendum 1, Addition of OM4 Cabled Optical Fiber and array connectors.

ANSI/TIA-568-C.4 (July 2011) Broadband Coaxial Cabling Components Standard.

ANSI/TIA-942-A (August 2012) Telecommunications Infrastructure Standard for Data Centers.

TIA-569-C (May 2012) Telecommunications Pathways and Spaces.

ANSI/TIA-606-B (June 2012) Administration Standard for Telecommunications Infrastructure.

TIA-607-B (September 2011) Generic Telecommunications Grounding (Earthing) and Bonding for Customer Premises.

TIA-758-A (August 2004) Customer-Owned Outside Plant Telecommunication Infrastructure Standard.

TIA-1152 (September 2009) Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling.

ANSI/TIA-862-A (April 2011) Building Automation Systems Cabling Standard.

TIA-1005 (March 2009) Industrial Telecommunications Infrastructure Standard for Manufacturing, Process & Refining.

ANSI/TIA-1005 (March 2009) Telecommunications Infrastructure Standard for Industrial Premises.

TIA-1005-1 (March 2010) Telecommunications Infrastructure Standard for Industrial Premises; Addendum 1 - Industrial Pathways and Spaces.

TIA-1179 (July 2010) Healthcare Facility Telecommunications Infrastructure Standard.

ISO/IEC.

ISO 11801 - Generic Cabling for Customer Premises.

National Electric Codes

National Electrical Safety Code (NESC) (IEEE C2-2012)

National Electrical Code (NEC) (NFPA 70)

OSHA Standards and Regulations – all applicable

Local Codes and Standards – all applicable

BICSI

Telecommunications Distribution Methods Manual, 12th Edition.

Information Transport Systems Installation Methods Manual (ITSIMM), 6th Edition.

ANSI/BICSI 002-2011, Data Center Design and Implementation Best Practices.

ANSI/NECA/BICSI 568-2006, Standard for Installing Commercial Building.

Telecommunications Cabling

NECA/BICSI 607-2011, Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings.

ANSI/BICSI 001-2009, Information Transport Systems Design Standard for K-12 Educational Institutions.

AV Design Reference Manual, 1st Edition.

Network Design Reference Manual, 7th Edition.

Outside Plant Design Reference Manual, 5th Edition.

Wireless Design Reference Manual, 3rd Edition.

Respondent's Qualification Requirements

Awarded Respondent shall be a current Panduit Certified Installer. A copy of corporate certificate must be included with quote.

Awarded Respondent shall have service facilities within 120 miles of project location.

At least 20 percent of the technicians on the job must have a current Panduit Certified Copper Technicians certificate to install Panduit Copper Distribution Systems.

At least 30 percent of the technicians installing any Fiber Distribution Systems must have a current Panduit Certified Fiber Technicians certificate to install Fiber Distribution Systems.

The awarded Respondent must provide a project manager to serve as the single point of contact to manage the installation, speak for the Awarded Respondent and provide the following functions:

- Initiate and coordinate tasks with the TSC Project Manager and others as specified by the project schedule.
- Provide day to day direction and on-site supervision of awarded Respondent's personnel.
- Ensure conformance with all contract and warranty provisions.
- Participate in weekly site project meetings.
- This individual will remain project manager for the duration of the project. The awarded Respondent may change Project Manager only with the written approval of TSC.

The awarded Respondent shall employ at least one BICSI Registered Communication Distribution Designer (RCDD).

References

Awarded Respondent shall provide with bid a list of three reference accounts where similar Data, Voice, Fiber Optic Cable, and related equipment installation work was performed within the last year or twelve month period in higher education environment.

Insurance Requirements

Awarded Respondent must be insured and shall provide with proposal a Certificate of Indemnification, Certificate of Insurance, and meet all required insurance and licensing policies as specified by TSC's Risk Management office and any Federal, State, and local organization pertaining to data, voice and fiber optic cable installation.

Awarded Respondent's vehicles brought into TSC's premises, shall comply with all requirements of all Federal, State, and local agencies. Vehicles shall meet current DOT, state and local, safety inspections where required.

Termination of Services

TSC reserves the right to terminate services if at any time the TSC determines that the awarded Respondent is not fulfilling their responsibilities as defined within this document.

The awarded Respondent shall be restricted from the premises and compensated for the percentage of work completed satisfactorily.

General

Awarded Respondent's appearance and work ethics shall be of a professional manner, dress shall be commensurate with work being performed.

Awarded Respondent is responsible for the removal and disposal of all installation and construction debris created in the process of the job. All work areas will be cleaned at the conclusion of the workday and no tools or materials shall be left in a manner as to pose a safety hazard.

Awarded Respondent shall abide by the regulations set by TSC's security department pertaining to access to and conduct while on TSC's property and shall obey speed limits and parking regulations.

Awarded Respondent shall have the responsibility to obtain any of the necessary permits, licenses, and inspections required for the performance of data, voice, and fiber optic cable installations.

System Performance Warranty

Awarded Respondent shall provide a 25 year Panduit Certification PLUS warranty on all copper and fiber permanent cabling links.

This is a system performance warranty guaranteeing for 25 years from acceptance that the installed system shall support all data link protocols for which that copper Category or fiber OM designation is engineered to support according to IEEE and TIA standards.

The Certification plus warranty may be applied only if the cabling channel links are comprised of Panduit connectivity and cable, or Panduit connectivity, Panduit Cable, and cables approved under certification plus warranty program.

Upon acceptance of warranty, Panduit will mail a notification letter to the installer and a notification letter and warranty certificate to TSC.

Warranty Commitments of Awarded Respondent

Installation firm must be a current Panduit Certified Installer (PCI) in good standing and shall include a copy of the company PCI certification with the proposal.

Awarded Respondent shall name a supervisor to serve on site as a liaison responsible to inspect and assure all terminations are compliant to factory methods taught in Panduit Technician Certification Training and according to all Standards cited in the Regulatory References section of this RFP document.

Awarded Respondent liaison shall have a current, up-to-date Panduit Certified Technician (PCT) certificate in both copper and fiber. Copies of the copper and fiber certificates of the Panduit liaison shall be submitted with the proposal.

Awarded Respondent agrees all components comprising active links shall be of the same copper Category or fiber OM designation as the system being installed. Awarded Respondent shall under no circumstances mix different Categories or OM classes of cable or termination devices (connectors) within the same link or system.

Awarded Respondent shall install all racking and support structures according to cited TIA Standards in such fashion as to maintain both Standards and Manufacturer recommendations for uniform support and protection, segregation of different cable types, maintenance of maximum pulling tensions, minimum bend radius, approved termination methods as well as adhering to industry accepted practices of good workmanship.

Awarded Respondent is responsible for understanding and submitting to Panduit all documents required prior to project start to apply for this warranty. These include but are not limited to the project information form and SCS warranty agreement.

Awarded Respondent is responsible for understanding and submitting to Panduit all documents required at project end. These include completed warranty forms, passing test reports and drawings of floor plans showing locations of links tested.

Test results shall be delivered in the tester native format (not Excel) and represent the full test report. Summaries shall not be accepted. Contact Panduit for a current list of approved testers, test leads and latest operating systems.

The awarded Respondent will correct any problems and malfunctions that are warranty-related issues without additional charge to TSC for the entire warranty period. The warranty period shall commence following the acceptance of the project by TSC and written confirmation of warranty from Panduit.

Awarded Respondent agrees all components comprising active links shall be of the same copper Category or fiber OM designation as the system being installed. Awarded Respondent shall under no circumstances mix different Categories or OM classes of cable or termination devices (connectors) within the same link or system.

Awarded Respondent shall install all racking and support structures according to cited TIA Standards in such fashion as to maintain both Standards and Manufacturer recommendations for uniform support and protection, segregation of different cable types, maintenance of maximum pulling tensions, minimum bend radius, approved termination methods as well as adhering to industry accepted practices of good workmanship.

Awarded Respondent is responsible for understanding and submitting to Panduit all documents required prior to project start to apply for this warranty. These include but are not limited to the project information form and SCS warranty agreement.

Awarded Respondent is responsible for understanding and submitting to Panduit all documents required at project end. These include completed warranty forms, passing test reports and drawings of floor plans showing locations of links tested.

Safety Requirements

All cabling work being performed on Texas Southmost College property or under contract to TSC's Technology Department must comply with TSC Rules for safe operations, any state or local safety regulations and meet the requirements of OSHA Safety and Health Standards. The Texas Southmost College Project Manager will maintain a copy of TSC Rules for Safe Operations for reference.

It is the responsibility of the awarded Respondent to immediately correct any unsafe working practices on the part of awarded Respondent personnel. Unsafe working environments or conditions created by awarded Respondent personnel will be reported immediately to the Texas Southmost College Project Manager.

Any liability for correction of conditions created by the awarded Respondent's personnel rests with the awarded Respondent.

The awarded Respondent shall be solely and completely responsible for conditions of the job site (as pertaining to the materials and equipment specified), including safety of persons and property during performance of work.

No act, service, drawing review or construction observance by any Texas Southmost College employee, representative or engineer may be construed as a review or approval of the adequacy of the Awarded Respondent(s) safety measures, in, on, or near the construction site.

Working Conditions

Site Access

All cable installations must be pre-approved by the Texas Southmost College Project Manager to insure that the necessary arrangements have been made for proper access to Texas Southmost College sites.

A twenty-four hour prior notice shall be submitted to the Texas Southmost College Project Manager for any work schedule changes.

Awarded Respondent shall display badges or passes as mandated by Texas Southmost College's Security Department Rules and Regulations.

Scheduling

Coordination of site surveys and the issue of Texas Southmost College owned materials and equipment will be the responsibility of the Texas Southmost College Project Manager. Once said equipment and materials are in the awarded Respondent's possession, it is the awarded Respondent's to safeguard the material and equipment from damage or theft.

Information required by the awarded Respondent to price and complete a defined scope of work will be furnished to the awarded Respondent by the Texas Southmost College Project Manager in a Scope of Work document and at the time of the site survey (if necessary) and will be maintained by the awarded Respondent until the completion of the job.

It is the awarded Respondent's responsibility to begin work promptly according to the start dates and to complete work by the proposed completion date listed on the cable Run Request Form.

The awarded Respondent must notify the Texas Southmost College Project Manager in writing of any delays; at that time they shall come up with a mutually agreeable project schedule.

The awarded Respondent will coordinate with the Texas Southmost College Project Manager working hours and job site access issues.

The awarded Respondent will coordinate with the Texas Southmost College Project Manager to minimize outages to the existing systems.

Any service interruption required by the awarded Respondent must be requested in writing, and scheduled with the Texas Southmost College Project Manager.

The awarded Respondent shall not proceed with the requested service interruption until written approval is granted by the Texas Southmost College Project Manager.

All problems, and questions relating to a particular job, will be referred to the Texas Southmost College Project Manager and no changes shall be made without his/her written approval.

Harmony Clause

Awarded Respondent shall coordinate and work in harmony with other trades on the project as well as with Texas Southmost College personnel.

Material Specification

Substitution Policy

Any awarded Respondent wishing to offer structured cabling products or associated hardware other than those specified shall submit a request for product substitution in writing no less than one week in advance of proposal.

Written requests for substitution shall be accompanied by all drawings, specification sheets and engineering documents, as well as third party laboratory performance test results proving equivalency in transmission performance and mechanical function.

This written documentation shall be accompanied by three (3) each samples of the substitution product being offered for evaluation by Texas Southmost College.

Equal product acceptance must be received from Texas Southmost College in writing.

Awarded Respondent shall be responsible for and assume all costs for removal and replacement of any substituted product installed without prior written approval. Such costs shall include but not be limited to labor, materials as well as any penalties, fees or costs incurred for late completion.

Horizontal Copper Cabling

Data cabling in this specification will be Unshielded Twisted Pair (exceeds the proposed Category 6). Texas Southmost College's wiring configuration is T568B.

In the telecom room, horizontal Category 6 shall terminate on angled modular panels populated with black Category 6 jacks. Since the panels are angled, horizontal managers are not needed.

Patching in the telecom room shall be with yellow factory-terminated Category six patch cords. All cabling in TR shall be dressed with blue hook and loop cable ties.

Horizontal Category 6 cable shall route directly to the work area in star-wired topology with no breaks or splicing unless part of pre-planned zone strategy as indicated by project documents.

Work area Category 6 jacks shall be blue and mount in a single-gang or double-gang, off-white flush mount faceplate as specified in the project documentation. Specific plates to be used are in Appendix A - Materials section of this document.

All data cabling shall meet or exceed the requirements described in the Regulatory References Section of this specification.

Texas Southmost College pre-approved Category 6; four-pair UTP cable is Panduit PUP6504BU-UY.

Fiber Optic Backbone

All fiber cable will terminate in rack mount fiber enclosure appropriately sized to the amount of cable expected to be installed when fully populated.

Intra-building Fiber Backbones.

New intra-building fiber cable links shall be comprised of plenum rated OM3, 50 micron, non-armored, indoor tight-buffered construction.

Indoor fiber backbones shall be of 12 or 24 strand construction.

All intra-building non-armored fiber cable shall be routed through inner duct or conduit for mechanical protection in route.

In links exceeding 300 meters, Awarded Respondent shall use OM4 50 micron for distances up to 500 meters.

All intra-building fiber backbones shall be of 12 strand or 24 strand count.

For addition to legacy systems, Awarded Respondent shall match the cabling installed and in no case mix different types of fiber in the same links unless explicitly called upon to do so in the project documentation.

Terminations of indoor fiber shall be OptiCam LC connectors appropriate to the fiber type.

All terminations will be contained within appropriately sized rack-mount fiber enclosures.

Inter-building Fiber Backbones

Outdoor inter-building fiber backbones shall be armored, singlemode, indoor/outdoor loose tube cable.

All inter-building fiber shall be of 24 or 36 strand count.

Outdoor fiber backbones shall be transitioned to indoor tight-buffered cable in the entrance facility using fan-out kits.

The location of the transition to indoor, tight-buffered cable may be anywhere in building and not be confined to traditional demarcation point because of indoor/outdoor rating of cable. See project documentation for location of transition point.

Transitions to inside cable shall be made with fan-out kits and be contained within wall mount or rack mount fiber.

Singlemode terminations shall be made using singlemode OptiCam LC connectors.

Aerial Fiber Runs

An aerial cable run is defined as a cable installed and terminated to specifications in a typical aerial environment.

Aerial runs must follow the guidelines as specified by the TIA and BICSI standards listed in the Regulatory References section of this document.

Information in cases of aerial installation will be in the project specific documentation.

Cable Pathways

Ladder rack shall be 12" or 18" Panduit Wyr-Grid in 10 foot sections in MDF, TR, and pathways of significance.

Contract is responsible for bonding to ground all metallic pathways as specified in the TIA 607-B Standard.

Different types of cable media shall be segregated as indicated by Standards and accepted Industry Best Practices.

Fiber optic cable in smaller bundles shall be mechanically protected at every point by routing through one of the following:

- Conduit
- Innerduct
- Panduit FiberRunner

Fiber Runner, fiber duct shall be yellow in color and used in telecommunications rooms and equipment rooms concentrating large amounts of fiber.

Fiber Runner, where used, shall be mounted parallel to ladder rack using mounting hardware built to that purpose.

Pathways under no circumstances shall exceed a 35% fill upon installation per manufacturer's calculations (fill tables). Awarded Respondent is responsible for confirming pathways are appropriately sized.

Cable routed through plenum areas shall be dressed and bundled with red plenum-rated cable ties.

Cables not supported by Panduit Wyr-Grid must be supported Panduit J-Pro Cable support system in an accessible pathway.

Racks and Cabinets

Typical telecommunications rooms shall mount equipment and cableplant on 19" black aluminum two post racks, 84" in height.

Each rack shall be outfitted with appropriately sized vertical cable managers with front and rear channels.

Vertical manages shall under no circumstances exceed a 35% fill upon installation per manufacturers calculations (fill tables). Awarded Respondent is responsible for confirming pathways are appropriately sized per chart below:

- On rows containing multiple racks, Awarded Respondent shall outfit the racks with inter-bay routing paths at the top, middle and bottom of the racks as depicted in the illustration below:
- Note on above illustration, outsider vertical managers on end of row racks may not need as large vertical cable managers.
- Since patch panels are angled, horizontal cable managers between patch panels are not needed.
- Large equipment rooms or secure areas requiring communications cabinets shall use cabinets designed for the type of equipment mounted: switches or servers.

For authorized cabinets see Appendix A - Materials at the end of this document.

Construction/Installation Guidelines

Pre-installation Inspection

Awarded Respondent will visually inspect all cables, cable reels, and shipping cartons to detect possible cable damage incurred during shipping and transport.

Visibly damaged goods are to be returned to the supplier and replaced at no additional cost to the Texas Southmost College.

If post-manufacture performance data has been supplied by the manufacturer of cables or connecting hardware, copies of such data are to be kept for inclusion in the post-install/testing documentation.

All materials are to be new and unused.

General Guidelines

All work will meet or exceed the requirements of all Standards and Codes referenced in this document

Cables will be routed to follow hallways or designated paths and placed above ceilings, under raised floors in under floor duct systems, in conduit or cable trays, in modular furniture, and in hollow wall cavities.

In most cases cable will be concealed by these architectural elements and supported according to cited TIA Standards and BICSI recommendations.

In areas where complete concealment is not possible, cables may be routed in a non-metallic surface mounted raceway with the written permission of the Texas Southmost College Project Manager.

Cable installed in a plenum air space shall in all cases be plenum rated NEC CMP or must be installed in a sealed metallic conduit. Cable ties used in plenum spaces must also be plenum-rated.

Cables running from a common point shall be run in bundles and all cables will be secured to building steel using J-hooks. Larger bundles shall be routed on CPI ladder rack.

Cables shall be protected against damage from sharp or jagged edges and shall not be placed in a manner that would create a safety hazard.

Care must be exercised not to exceed cable manufacturer's recommended maximum pulling tension while installing cables.

Bridged taps and splices will not be allowed as part of copper twisted pair horizontal cabling unless part of a planned zone cabling strategy. Such zone cabling will be described in the project documentation.

All Category 6 copper patch cords shall be factory terminated. Hand-pressed modular plugs are not allowed and will not be accepted.

All penetrations requiring core drilling or the alteration of the building structure will be done by approved personnel and coordinated with Texas Southmost College Facilities Department unless directed in writing by the Texas Southmost College Project Manager.

All through penetrations of cable, conduit, or materials needed to facilitate the installation of cabling shall be fire stopped in accordance with Federal, State, and local fire codes and applicable standards.

Equipment racks, cabinets, ladder racks, and other related passive equipment shall be of the type specified in the Materials Specifications Section (Appendix A) of this specification.

Rack and equipment layout and location will be supplied by the Texas Southmost College Project Manager. No changes to equipment layout and location will be allowed without the prior written approval of the Texas Southmost College Project Manager.

Floor mounted racks shall be permanently attached to the floor using lag bolt and lag shields for masonry type floors or appropriate fastening hardware for other types of flooring as approved by Texas Southmost College. Racks installed adjacent to each other will be fastened together using proper bolt, nut, and washer combinations.

Wall mounted racks and equipment shall be securely fastened to the wall in a manner recommended by the manufacturer utilizing the specified mounting hardware.

Ladder rack shall be fastened using the proper hanging and connecting hardware, secured in a manner consistent with recommended weight load spacing recommendations.

Patch panels, wire cable management hardware, and other related passive equipment will be attached to racks and mounting rails with at least two screws per mounting bracket and located in accordance with the Rack/Cabinet Equipment Elevation Form contained in project documentation on a per job basis.

All equipment shall be free from imperfections and defects.

All cabinets and racks shall be grounded and bonded to specification of BICSI, Telecommunications Methods Manual and ANSI/TIA 607-B Bonding and Grounding Standard. See grounding section in this document for details.

The Awarded Respondent will ensure that all cable and equipment are properly labeled according to the Labeling section of this document.

Care must be exercised in the installation of Category 6 cabling to minimize the degradation of transmission performance.

The Awarded Respondent shall neatly dress and tie cables to eliminate cable stress caused by tension in suspended cable runs, insure that cable bundles are not over tightened with cable ties.

Category 6 cables must not go below a minimum bend radius of four times the cable diameter.

Cables shall be placed at the sufficient distance from equipment that produces high levels of electromagnetic interference (EMI's) as recommended in Standards in Regulatory References section of this document.

Fiber links shall have a minimum of 3 meters service loop in the telecommunications rooms.

Copper horizontal links shall provide not less than 12" service loop in the work area, such slack to be stored in the ceiling or behind the faceplate so long as care is taken not to violate bend radius.

Copper horizontal links shall have 3 feet of service loop in the telecommunications rooms.

Cables shall be routed in accordance with all related specifications listed in the project-specific documentation provided for that project. Any deviation requires written permission by the Texas Southmost College Project Manager.

Termination procedures will be in strict compliance with Category 6 related specifications listed in the STANDARDS AND REFERENCES SECTION of this specification and per manufacturers methods taught in the Panduit Certified Technician class.

Maintenance of Patch Fields

Any persons with Awarded Respondent or Texas Southmost College adding or moving copper or fiber optic patch (equipment) cords shall do so in a neat, workmanlike fashion in keeping with the original system concept and according to all industry best practices as outlined in cabling standards and applicable BICSI publications referenced previously in this document.

All copper patch cords in patch fields shall be yellow, all patch cords in the work area – orange.

Persons performing such moves, adds or changes (MACs) shall further adhere to the following:

- Awarded Respondent shall use existing cabling management pathways and take care to place cable like with like, maintaining original segregation strategies for separating fiber and copper cables as well as any separation necessary between different types of copper cables.
- Cables shall be dressed neatly within patch management pathways with care taken to maintain minimum bend radius of not less than 1 times the cord outer diameter for copper and not less than a 1" bend radius for fiber jumpers as per ANSI/TIA 568-C.0.
- All patch cords used shall be of same copper Category or fiber OM/OS designation or higher than the media used in the permanent links.
- Patching in all cases shall be done using factory terminated cords manufactured for that purpose. Hand terminated patch cords will not be accepted.
- All patch cords or jumpers must be completely contained within supplied cable management paths. Cables draped across the front cabinets or racks will not be accepted.
- Any persons moving fiber optic patch cords for any reason will clean the connector with lint-free wipes and 99% or higher isopropyl alcohol before replacing the connector in a port.
- Any persons with Texas Southmost College or Installing Awarded Respondents performing moves, adds or changes within patch field will label additions to the system according to the labeling guidelines outlined in this document.

- Any persons with Texas Southmost College or Installing Awarded Respondents performing moves, adds or changes within patch field will record the move according to documentation guidelines outlined in this document.

Bonding and Grounding

Awarded Respondent is responsible for bonding to ground all newly placed equipment and installed racks or cabinets per the TIA 607-B Standard.

Details of bonding are as follows:

- All newly installed racks and cabinets shall have installed a vertical busbar mounted along one equipment rail to serve as a clean, low-resistance bonding place for any equipment not equipped with a designated grounding pad.
- Smaller equipment without an integrated grounding pad shall be bonded to the vertical busbar through the use of a thread-forming grounding screw that is anodized green and includes serrations under the head to cut through oxidation or paint on the equipment flange.
- Larger equipment (chassis switches) with a designated grounding terminal shall be bonded to the vertical busbar with and EBC (equipment bonding conductor) kit built to that purpose.
- Awarded Respondent shall take care to clean (wire brush, scotchbrite pads) any metallic surface to be bonded down to bare metal and apply a film of anti-oxidation paste to the surfaces prior to effecting the bond.
- All bonding lugs on racks and busbars shall be of two-hole irreversible compression type. Mechanical lugs and single-hole lugs will not be accepted and shall be removed and replaced at Awarded Respondent's expense.
- Every rack or cabinet shall have an individual bonding conductor into the grounding network, serially connecting (daisy-chaining) of racks is expressly forbidden and will not be accepted.
- Rack Bonding Conductors (RBC) may tap into an overhead or underfloor aisle ground, or may run to the wall-mounted grounding busbar in smaller Telecommunications rooms containing 5 racks or less.
- A minimum of every other rack or cabinet shall be outfitted with a properly installed and bonded ESD (electro-static discharge) port along with a wrist strap and lead to be used by any technicians servicing network equipment. On four post racks and cabinets these ESC ports and straps shall be provided on front and back to be accessible and able to reach any active equipment needing servicing.
- Armored cables shall be properly bonded to the earthing system with a kit built to that purpose. For examples of rack and cabinet grounding refer to the illustrations below:

Properly Bonded Cabinet

Properly Bonded Two-post Rack

For complete list of bonding materials see "10 Materials Lists" at the end of this document.

System Labeling

When making additions to legacy (brownfield) systems, Awarded Respondent shall adopt the circuit designation and labeling strategy of the existing systems unless instructed otherwise in project documentation.

Note in legacy systems, station and patch panel jacks are labeled in groups of 48 to match the number of ports in a typical Cisco blade. Typical designators are 1-01, 1-02, 1-03....1-48. Next group is 2-01, 2-02.....2-48, etc.

In new installations (Greenfield), Awarded Respondent shall develop and submit for approval a labeling strategy based on the TIA 606-B Circuit Designation and Labeling Standard.

This labeling scheme shall, at a minimum, clearly identify all components of the system: racks, cables, panels and outlets, grounding, pathways and spaces like telecommunications rooms.

The labeling system shall designate the cable origin and destination with a unique identifier for the cable within the system.

Racks and patch panels shall be labeled to identify the location within the cable system infrastructure.

All labeling information shall be recorded on the as-built drawings and all test documents shall reflect the appropriate labeling scheme.

All label printing will be machine generated by either hand-held labeling systems or computer generated using programs and materials built specifically for communications labeling.

Hand written labels will not be accepted and must be remedied at Awarded Respondents expense.

Such labels shall utilize materials designed to outlast the cabling elements to which they attach. Office quality labels will not be accepted.

Cable labels shall be self-laminating, appropriately sized to the outside diameter of the cable and placed within view at the termination point on each end.

Outlet, patch panel and wiring block labels shall be installed on, or in, the space provided on the device.

Machine-generated labels shall be installed behind the clear lens or cover on any device that provides such an option.

Labeling information will be supplied to the awarded Respondent by Texas Southmost College in the project documentation.

All labels will be permanently affixed to cables, patch panels, racks, cabinets, and enclosures.

Labels shall be legible and placed in a position that insures ease or visibility. Label type must be as listed in Appendix A - Materials section at the end of this document.

Conduit shall be marked indicating the identification of the cable within backbone. Cabling shall be labeled on each end designating the cable identification, FROM (origin), and TO (destination)

Naming Conventions

Telecommunications Closet: Texas Southmost College Project Manager will provide in project specific documentation.

Telecommunications Rack: Texas Southmost College Project Manager will provide in project specific documentation.

Patch Panel: Texas Southmost College Project Manager will provide in project specific documentation.

Horizontal Cabling Entering Telecommunications Closets: Texas Southmost College Project Manager will provide in project specific documentation.

Vertical Cabling

- Syntax: Closet To / Closet From – Identifier
- Where: Closet To = Destination Telecommunications Closet
- Closet From = Originating Telecommunications Closet
- Identifier = Unique designation for a cable between two communications closets, i.e.: FO1, Fiber Optic “1”

Testing and Acceptance

Awarded Respondent shall test all cables and termination hardware for defects in installation and to verify cabling system performance prior to system acceptance.

Testing shall be done in accordance with this document, the ANSI/TIA Standards, the PANDUIT® Certification Plus System Warranty guidelines and best industry practice.

If any of these are in conflict, the awarded Respondent shall bring any discrepancies to the attention of the Texas Southmost College Project Manager for clarification and resolution.

Any defect in the cabling system performance or installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors or fibers in all cables installed.

Awarded Respondent is responsible for supplying all of the required test equipment used to conduct acceptance tests.

Texas Southmost College reserves the right to be present during any or all of testing.

All cabling not tested strictly in accordance with these procedures shall be re-tested at no cost to the Texas Southmost College.

Copper Testing

All twisted-pair copper cable links shall be tested in compliance to the requirements in ANSI/TIA 1152 and ANSI/TIA 568-C.2 for Category 6 compliance using a test unit meeting a minimum IEC III level of accuracy.

All testers used must have been factory calibrated by the manufacturer within one year of use or according to factory calibration recommendations, whichever is the more stringent.

Awarded Respondent shall set references according to manufacturer's recommendation prior to each day's testing and reset references anytime tester is left unused for more than two hours.

Fiber Testing

All installed fiber shall be tested for link-loss in accordance with ANSI/TIA 568-C.0 and shall be within limits specified within ANSI/TIA 568-C.3

For horizontal cabling system using multimode optical fiber, attenuation shall be measured in one direction at either 850 nanometer (nm) or 1300 nm using a light source and power meter.

Backbone multimode fiber cabling shall be tested at both 850 nm and 1300 nm (or 1310 and 1550 nm for single mode) in both directions.

Test set-up and performance shall be conducted in accordance with ANSI/568-C.0 Standard, Method B.

Attenuation testing shall be performed with a stable launch condition using two-meter reference grade fiber test leads (jumpers) to attach the test equipment to the cable plant.

The light source shall be left in place after calibration and the power meter moved to the far end to take measurements.

Awarded Respondent shall use reference grade fiber test leads built and sold specifically for fiber testing. Testing performed with standard fiber jumpers will not be accepted.

Where links are combined to complete a circuit between devices, the Awarded Respondent shall test each link from end to end to ensure the performance of the system. Only basic link loss testing is required.

The values for calculating acceptable loss shall be those defined in the ANSI/TIA 568-C.3 Standard.

Texas Southmost College reserves the right to conduct, using awarded Respondent equipment and labor, a random re-test of up to five (5) percent of the cable plant to confirm documented results.

Random re-testing, if performed, shall be at the expense of Texas Southmost College, using standard labor rates. Any failing cabling shall be re-tested and restored to a passing condition.

In the event more than two (2) percent of the cable plant fails during a re-test, the entire cable plant shall be re-tested and restored to a passing condition at no additional cost to Texas Southmost College.

Test Results and Documentation

Test reports may be submitted in hardcopy or electronic format within seven (7) working days of the completion of each testing phase. Hand-written test reports are not acceptable.

Hardcopy reports are to be submitted in labeled 3 ring binders and signed off by the awarded Respondent's Project Manager, verifying passing execution of all tests. For large installations electronic reports with hardcopy summaries are preferred.

Hardcopy summary reports shall contain the following information on each row of the report: circuit ID, test specification used, length, date of test, and pass/fail result.

Electronic documentation shall be submitted in tester native format (not Excel). This is inclusive of all test results and draft as-built drawings.

Draft drawings may include annotations done by hand. Machine generated (final) copies of all drawings shall be submitted within 30 working days of the completion of each testing phase.

At the request of Texas Southmost College, the telecommunications Awarded Respondent shall provide additional copies of the original test results.

The all report media shall be clearly marked on the outside front cover with the words "Project Test Documentation", the project name, and the date of completion (month and year).

Test results shall include the date of testing, a record of test frequencies (or wavelengths), cable type, conductor pair (or fiber strand if fiber) and cable (or outlet) I.D., measurement direction, reference setup, and crew member name(s).

The test equipment name, manufacturer, model number, serial number, software version and last calibration date shall also be provided at the end of the document.

Unless the manufacturer specifies a more frequent calibration cycle, an annual calibration cycle is anticipated on all test equipment used for this installation.

The test document shall further detail the test method used and the specific settings of the equipment during the test.

When repairs and re-tests are performed, the problem found and corrective action taken shall be noted, and both the failed and passed test data shall be documented.

The As-Built drawings are to include cable routes and outlet locations. Their sequential number as defined elsewhere in this document shall identify outlet locations.

Numbering, icons, and drawing conventions used shall be consistent throughout all documentation provided. Texas Southmost College will provide floor plans in paper and electronic (DWG, AutoCAD) formats to which as-built construction information can be added.

The Awarded Respondent shall annotate the base drawings and return a hard copy (same plot size as originals) and electronic (AutoCAD) form.

Acceptance

Once all work has been completed, test documentation has been submitted, and the Texas Southmost College Project Manager is satisfied that all work is in accordance with the Scope of Work documents, Texas Southmost College shall notify the Communications Awarded Respondent in writing of formal acceptance of the system.

Following completion and/or compliance with the requirements listed above, Texas Southmost College will issue a Notice of Completion confirming that the project is complete. A 45 day Acceptance Period will begin immediately following the issuance of the Notice of Completion.

During this acceptance period, the wiring system is to be up and operational. If there is a major system failure, the acceptance period will begin once the problem is resolved and the system is back up and running.

The acceptance period is considered to be outside the warranty period. Once the acceptance period has passed, the warranty will begin.

Major system failures are defined as any event which impacts 15% or more of the users in any one telecommunications closet.

Failures, both major and minor, will be reported to the awarded Respondent by phone or fax, followed by written communications describing the problem, time and date of the occurrence, etc.

Major failures shall be responded to by the awarded Respondent personnel within four hours. Minor failures shall be responded to at Texas Southmost College's discretion or within one business day.

APPENDIX A - MATERIALS LISTS

COPPER CONNECTIVITY

Part Number	Description
CPPLA24WBLY	High performance, Category 6, plenum (CMP), 4-pair, UTP copper cable. Copper conductors are 23 AWG construction with FEP insulation. Conductors are twisted in pairs, separated by an integrated pair divider, and protected by a low smoke, blue, flame-retardant PVC jacket.
PUP6XC04BU-UG	High performance, CAT6A copper cable, plenum (CMP), UTP cable. 23 AWG, blue, 4-pair, twisted in pairs, flame-retardant PVC.
CJ6X88TGBU	Mini-Com Module- CAT6A, UTP, 8 Wire, Single
CPPLA24WBLY	24-port angled patch panel with labels, supplied with six factory installed CFFPL4 type front removable snap-in faceplates. Requires 24 CJ688TGBL.
CPP48WBLY	Mini Com 48-port modular patch panel with faceplates in black.
CPPLA48WBLY	48-port angled patch panel with labels, supplied with twelve factory installed CFFPL4 type front removable snap-in faceplates. Requires 48 CJ688TGBL.
CJ688TGBL	Black Category 6, RJ45, 8-position, 8-wire universal module. Order one per port for patch panels.
UTPSP3YYL	Yellow Category 6, UTP patch cord with TX6™ PLUS Modular Plugs on each end to be used in patch fields. Note this part number denotes 3' length. For lengths 1 to 20 feet (increments of one foot) and 25, 30, 35, 40 feet change the length designation in the part number to the desired length. For standard cable colors other than Off White, add suffix BL (Black), BU (Blue), GR (Green), RD (Red), YL (Yellow), OR (Orange), or VL (Violet) before Y at the end of the part number. For example, the part number for a blue 15-foot patch cord is UTPSP15BUY.
UTPSP3YOR	Orange Category 6, UTP patch cord with TX6™ PLUS Modular Plugs on each end to be used as equipment cables in the work area. Note this part number denotes 3' length. For lengths 1 to 20 feet (increments of one foot) and 25, 30, 35, 40 feet change the length designation in the part number to the desired length. For standard cable colors other than Off White, add suffix BL (Black), BU

(Blue), GR (Green), RD (Red), YL (Yellow), OR (Orange), or VL (Violet) before Y at the end of the part number. For example, the part number for a blue 15-foot patch cord is UTPSP15BUY.

UTP6A7BU	Category 6A, UTP patch chord modular plugs 10GB. 7FT
UICFP2IW	Single gang, vertical Ultimate ID® faceplate holds up to two Mini-Com® Modules.
UICFP4IW	Single gang, vertical Ultimate ID® faceplate holds up to four Mini-Com® Modules.
UICFPSE2IW	Single gang, vertical sloped faceplate in off white. Holds up to two Mini-Com® Modules.
UICFPSE4IW	Double gang, vertical sloped faceplate in off white. Holds up to four Mini-Com® Modules.
CJ688TGIBU	Blue Category 6, RJ45, 8-position, 8-wire universal module. Order one per port for faceplates.
CL2P	Belden Unshielded Multi-Conductor Security and Alarm Cable (Plenum)
734D1P	Belden DS3 and DS4 Interconnect Cable and Cross Connect Cable, 734D Series, Plenum-Rated
CMFSRIWY	Module supplied with 75 ohm self-terminating F-type coax coupler. Accepts RG-6 and RG-59 coaxial cable. For CATV applications. Fits in Panduit modular panels.
PUP6504BU-UY	Premium Category 6, plenum (CMP), 4-pair, UTP copper cable. Copper conductors are 23 AWG construction with FEP insulation. Conductors are twisted in pairs, separated by an integrated pair divider and protected by a low smoke, flame-retardant PVC jacket.

FIBER CONNECTIVITY

Part Number Description

FRME1U	Rack Mount Enclosure 1 RU, Holds up to three FAP or FMP adapter panels or FOSM splice modules. Bidirectional sliding drawers provides front and rear access to fibers. Dimensions: 1.74"H x 17.00"W x 14.20"D (44.0mm x 432.0mm x 361.0mm)
FRME2U	Rack Mount Fiber Enclosure 2 RU, Holds up to six FAP or FMP adapter panels or FOSM splice modules. Bidirectional sliding

drawers provides front and rear access to fibers. Dimensions: 3.48"H x 17.00"W x 14.20"D (88.0mm x 432.0mm x 361.0mm)

FWME4	Opticom Wall Mount Fiber Enclosure. Good for containing Fan-out transitions from outdoor loose-tube cable to indoor-type tight-buffered cable. Holds up to four QuickNet™ Cassettes, FAP, or FMP panels. Dimensions: 16.11"W x 12.25"H x 3.52"D. (409.2mm x 311.0mm x 89.4mm). For sizes holding 2 or 8 adapter panel, replace "4" in part number with 2 or 8.
FAPB	Blank fiber adapter panel for filling space in fiber enclosures for future use.
FWME4	Opti-com wall mount fiber enclosure. Holds up to four QuickNet™ Cassettes, FAP, or FMP panels. Dimensions: 16.11"W x 12.25"H x 3.52"D (409.2mm x 311.0mm x 89.4mm). For containing outdoor/indoor fiber fan-out transitions in entrance facilities.
FAP12WAQDLCZ	LC 10Gig™ OM3/OM4 FAP loaded with twelve LC 10Gig™ Duplex Multimode Fiber Optic Adapters (Aqua) with zirconia ceramic split sleeves.
FAP12WBUDLCZ	LC OS1/OS2 FAP loaded with twelve LC duplex singlemode fiber optic adapters (Blue) with zirconia ceramic split sleeves.
FXE10-10M1Y	LC to LC multimode duplex patch cord, 1.6mm jacketed cable (two duplex LC connectors on each end) – 10Gig™ 50/125µm. 1 meter length. Patch cords are available in 1 – 10 meter lengths in 1 meter increments, and 15, 20, 25 and 30 meter lengths. For other lengths, replace the "1" in part number with desired length.
F9E10-10M1Y	LC to LC singlemode duplex patch cord, 1.6mm jacketed cable (one duplex LC connector on each end) – 9/125µm. 1 meter length. Patch cords are available in 1 – 10 meter lengths in 1 meter increments, and 15, 20, 25 and 30 meter lengths. For other lengths, replace the "1" in part number with desired length.
FLCDMCXAQY	LC OptiCam® 10Gig™ 50/125µm Multimode Duplex Fiber Optic Connector for 900µm tight-buffered fiber installation.
FLCDSCBUY	LC OptiCam® Singlemode Duplex Fiber Optic Connector for 900µm tight-buffered fiber installation or for use with fan-out kits when transitioning outdoor loose-tube to inside type tight buffered cable.
FODPX12Y	12-fiber 10Gig™ 50/125µm (OM3) multimode plenum rated distribution cable.

FODPX24Y	24-fiber 10Gig [™] 50/125μm (OM3) multimode plenum rated distribution cable.
FSMR924Y	Opti-Core ® Gel-Free Riser Indoor/Outdoor Interlocking Armored Cable (OFCR) – Singlemode. 24-fiber 9/125μm (OS1/OS2) singlemode riser rated indoor/outdoor interlocking armored stranded cable.
FSMP936Y	Opti-Core ® Gel-Free Plenum Indoor/Outdoor Interlocking Armored Cable (OFCP) – Singlemode 36-fiber 9/125μm (OS1/OS2) singlemode plenum rated indoor/outdoor interlocking armored stranded cable.
FO12CB	Fan-Out Kits Used to build up 250μm fiber to 900μm coating size for connector termination. For transitioning outdoor loose-tube fiber cable constructions to indoor tight-buffered type. One FO12CB for each 12 fibers.

RACKS, CABINETS AND CABLE MANAGERS

Part Number	Description
R2P	19" EIA rack, aluminum. Dimensions: 84.0"H x 20.3"W x 3.0"D (2134mm x 514mm x 76mm).
R2PPEVWF	Waterfall Trough for 2 Post Rack and PatchRunner [™] High Capacity Vertical Cable Managers. Use on top each 2 post rack for high interbay pathway.
CMUT19	Cable Management Cable Trough. Placed at bottom of racks for lower interbay pathway. Not needed end of row.
NMF4	Horizontal Cable Manager High Capacity Front Only 4 Rack Units. 7.0"H x 19.0"W x 6.2"D (177mm x 482mm x 157mm). Place in middle of racks for mid-level interbay pathway. Not needed on end of row unless shown on elevations.
NRV6	High capacity front and rear vertical manager. Dimensions: 80.4"H x 6.7"W x 13.8"D (2042mm x 170mm x 350mm).
NRV10	High capacity front and rear vertical manager. Dimensions: 80.4"H x 10.0"W x 13.8"D (2042mm x 254mm x 350mm).
NRV12	High capacity front and rear only vertical manager. Dimensions: 80.4"H x 12.0"W x 7.48"D (2042mm x 305mm x 190mm).

NRD6	High capacity dual hinge metal door. Dimensions: 82.8"H x 7.4"W x 1.6"D (2104mm x 188mm x 40mm).
NRD10	High capacity dual hinge metal door. Dimensions: 82.8"H x 10.7"W x 1.6"D (2104mm x 272mm x 40mm).
NRD12	High capacity dual hinge metal door. Dimensions: 82.8"H x 12.7"W x 1.6"D (2104mm x 322mm x 40mm).
NRVCB	NetRunner™ High Capacity Center Mount Bracket Kit allows mounting to adjacent racks. 4 brackets per kit.
N8512BE	Panduit N-series switch cabinet, 800mm x 1070mm x 45 RU Dimensions: 84.0"H x 31.5"W x 42.0"D. With side panels, cage nut rails, single hinge front door and perforated split rear doors. For use in equipment rooms requiring switch cabinets.
S7229B	Panduit Net-Access™ S-Type Cabinet frame with top panel. Single hinge perforated front door. Split perforated rear doors open in the middle to minimize door swing footprint. Casters, POU brackets (1set), cage nut rails (2 sets). Dimensions: 79.8"H x 27.6"W x 48.0"D (2026mm x 700mm x 1219mm) For use in equipment rooms/data centers requiring server cabinets.
PZAEWM3	Active wall mount enclosure includes mounting template for quick installation. Dimensions: 38.50"H x 27.92"W x 8.61"D (977.9mm x 709.2mm x 218.7mm).
PZAEFAN	Wall mount enclosure fan kit. Kit includes one 115V AC fan rated at 60 CFM. Enclosure accepts up to two fan kits. Required when active equipment is installed in PZAEWM3
PZAELOCK	Keyed lock set; includes two locks with keys required for PZAEWM3 installations.
CBXF12IW-AY	Mini-Com® surface mount box accepts up to 12 Mini-Com® Modules. Includes built-in fiber spool that stores up to 24 meters of buffered fiber optic cable. Dimensions: 1.80"H x 4.70"W x 6.66"L (45.8mm x 119.4mm x 169.2mm) – Installs in PZAEWM3 to allow fiber to be terminated at active equipment and preserve RU space for copper terminations.

PATHWAYS AND CABLE TIES

Part Number Description

Ladder Rack / Wyr-Grid	Panduit Wyr-Grid WG12BL10 and WG18BL10 are to be used in all pathway in TR applications. See Panduit catalog for mounting hardware and fittings.
Fiber Duct	Panduit 4X4" and 6X4"FiberRunner fiber channel. Mounts alongside Wyr-Grid. See Panduit website or catalog for fittings and mounting hardware.
LD5EI8-A	LD5 Raceway - 8 foot sections - for surface mounting work area cable where concealed routing not possible only.
LD10EI8-A	LD10 Raceway - 8 foot sections - for surface mounting work area cable where concealed routing not possible only.
PLT2S-C702Y	Red (Maroon) plenum cable ties for use in ceiling spaces - 7.4"
PLT3S-C702Y	Red (Maroon) plenum cable ties for use in ceiling spaces - 11.6"
HLS-75R6	75 foot continuous roll blue hook and loop ties - to be used on cable bundles in telecom rooms
J-Hooks	Panduit J-Pro Cable Support System

BONDING AND GROUNDING

Part Number Description

LCC series	Panduit two-hole compressing lugs for code conductors in BICSI hole spacing.
HTCT series	Panduit HTAPs. Must be selected according AWG size of run and ap conductors.
CLRCVR series	Panduit clear covers for HTAPs. Must be selected according to HTAP being covered.
RG5134-1Y	Grounding strip (vertical busbar) for newly installed racks or cabinets with screw rails. 78.65" (2m) length; .67" (17mm) width; .05" (1.27mm)thickness; provided with .16 oz. (5cc) of antioxidant, one grounding sticker and three each #12-24 x 1/2" and M6 x 12mm thread-forming screws.
RG5134B-1	Grounding strip for newly installed racks or cabinets with cage nut rails: 78.70" (2m) length; .67" (17mm) width; .05" (1.27mm) thickness; provided with .16 oz. (5cc) of antioxidant, one

grounding sticker, three cage nut bonding studs, eight #12-24 bonding nuts and three strip clips.

RGCBNJ660P22

Jumper kit for bonding individual racks or cabinets into grounding backbone. #6 AWG (16mm²) jumper; 60" (1.52m) length; 45° bent lug on grounding strip side; provided with .16 oz. (5cc) of antioxidant, two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread forming screws and a copper compression HTAP* for connecting to a #6 to #2 awg sized bonding backbone.

RGCBNJ660PY

Jumper kit for bonding individual racks or cabinets into grounding backbone. #6 AWG (16mm²) jumper; 60" (1.52m) length; 45° bent lug on grounding strip side; provided with .16 oz. (5cc) of antioxidant, two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread forming screws and a copper compression HTAP* for connecting to a #2 awg to 250 kcmil bonding backbone.

GJ672UH

Rack jumper (and cabinet) kits for smaller TR (5 bays or less) to bond individual rack or cabinet directly back to wall mounted busbar. One 72" length #6 AWG green wire with yellow horizontal stripe. Jumper is pre-terminated on one end with LCC6-14JAWH-L and the other end with LCC6-14JAW-L. This rack grounding jumper is 72" long. For other lengths replace the "72" in the part number. Available lengths are 72, 96, 120, 144, 168, 192, 216, 240, 264 and 288 inches.

RGESD2-1

Two-hole ESD port with 5/8" hole spacing; provided with an ESD protection sticker, .16 oz. (5cc) of antioxidant, and two each #12-24 x 1/2" and M6 x 12mm thread-forming screws.

RGESDWS

Adjustable fabric ESD wrist strap with 6' coil cord, banana plug, 1 megaohm resistor and 4mm snap.

RGTBSG-C

Green thread-forming bonding screws for use to mount equipment that does not have a built-in grounding pad (terminal).

CNB4K

Green bonding cage nut, includes 4 #12-24 bonding cage nuts (.06 – .11 thick panel) and 4 #12-24 x 1/2" bonding screws with #2 Phillips/slotted combo hex head (use 5/16" or 8mm socket). Ideal for patch panel applications and bonding smaller equipment not equipped with a built-in grounding terminal.

CNBK

Green bonding cage nut, includes 50 #12-24 bonding cage nuts (.06 – .11 thick panel) and 50 #12-24 x 1/2" bonding screws with #2 Phillips/slotted combo hex head (use 5/16" or 8mm socket).

RGW-100-1Y	100 paint piercing bonding washers for 3/8" (M8) stud size; .875" (22.2mm) O.D.; provided with .16 oz. (5cc) of antioxidant. NOTE: Panduit racks come supplied with these. This is needed to construct non-Panduit racks.
RGEJ1024PHY	24" long pre-terminated equipment grounding jumper#10 AWG (6mm ²) jumper; bent lug on grounding strip side to straight lug on equipment; provided with .16 oz. (5cc) of antioxidant and two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread-forming screws.
RGEJ1036PFY	36" long pre-terminated equipment grounding jumper#10 AWG (6mm ²) jumper; bent lug on grounding strip side to straight lug on equipment; provided with .16 oz. (5cc) of antioxidant and two each #12-24 x 1/2", M6 x 12mm, #10-32 x 1/2" and M5 x 12mm thread-forming screws.
GB2B0514TPI-1	Wall mounted telecommunications busbar suitable for small telecom room. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 2" x 24" in size.
GB4B1028TPI-1	Wall mounted telecommunications busbar suitable for larger telecom room. Pre-assembled with BICSI/TIA-607-B hole spacing. Bar is 1/4" x 4" x 24" in size.
ACGK	Armored cable grounding kit. Contains one grounding terminal for #6 AWG grounding conductor, and one #10 mechanical clamp for cable diameters in 9/16" – 1 1/16" diameter range.
ACG24K-500	#6 AWG (16mm ²) jumper for armored cable diameter 0.85" (21.3mm) to 1.03" (26.2mm); 24" (609.6mm) length; factory terminated on one end with LCC6 two-hole copper compression lug and the other end with grounding terminal; provided with two each #12-24 and M6 thread-forming screws and a black polypropylene terminal cover.
ACG24K	#6 AWG (16mm ²) jumper for armored cable diameter up to 0.84" (21.3mm); 24" (609.6mm) length; factory terminated on one end with LCC6 two-hole copper compression lug and the other end with grounding terminal; provided with two each #12-24 and M6 thread-forming screws and a black polypropylene terminal cover.
LTYK	Wall mounted busbar label kit. Label kit includes printed tag and one flame retardant cable tie.

LABELING EQUIPMENT/SUPPLIES

Part Number	Description
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PROG-EM2GO	Easy-Mark Labeling Software for PC, supplied on USB Flash Drive.
LS8EQ-KIT-ACS	Panduit PanTher hand-held label printing system in kit. Includes LS8EQ printer with QWERTY keypad, one cassette of S100X150VAC self-laminating labels, six AA alkaline batteries, LS8E-ACS, LS8-CASE, LS8-PCKIT, LS8-IB, LS8-WS, quick reference card and operator's manual.
C195X040Y1J	Faceplate label for use with Easy-Mark labeling software and laser printer.
C261X035Y1J	Faceplate label for use with Easy-Mark labeling software and laser printer - horizontal sloped faceplates.
C195X040Y1C	Faceplate label for use with PanTher LS8E hand-held printer.
C261X035Y1J	Component Labels for Mini-Com® Modular Faceplate Patch Panels for use with Easy-Mark software and laser printer.
C261X035Y1C	Component Labels for Mini-Com® Modular Faceplate Patch Panels for use with PanTher LS8E hand-held printer.
S100X150YAJ	Self-laminating cable labels for Category 6 cable for use with Easy-Mark software and laser printer.
S100X150YAJ	Cable label for indoor non-armored 6 or 12 strand fiber cable. For use with Easy-Mark software and laser/inkjet printer.
S100X150VAC	Cable label for indoor non-armored 6 or 12 strand fiber cable. For use with PanTher™ LS8E Hand-Held Label Printer
S100X400YAJ	Cable label for 24 or 36 strand single-mode, armored inter-building fiber backbone. For use with Easy-Mark software and laser/inkjet printer.
S100X400VAC	Cable label for 24 or 36 strand single-mode, armored inter-building fiber backbone. For use with PanTher™ LS8E Hand-Held Label Printer
S100X150VAC	Self-laminating cable labels for Category 6 cable for use with PanTher LS8E hand-held printer.
S100X650YAJ	Label for indoor armored 12 and 24 str cable - for use with Easy-Mark software and laser printer.
S100X650VAC	Label for indoor armored 12 and 24 str cable - for use with PanTher LS8E handheld printer.

S100X400YAJ	Label for outdoor armored 24 str cable - for use with Easy-Mark software and laser printer.
S100X400VAC	Label for outdoor armored 24 str cable - for use with PanTher LS8E handheld printer.
S100X160YAJ and NWSLC-3Y	Laser printable fiber jumper self-laminating labels with rotating sleeve for FZE/FXE multimode and singlemode fiber jumpers.
S100X160VAC and NWSLC-3Y	Fiber jumper self-laminating labels with rotating sleeve for FZE/FXE multimode and singlemode fiber jumpers. For use with PanTher LS8E handheld printer.
S100X220YAJ and NWSLC-7Y	Laser printable fiber jumper self-laminating labels with rotating sleeve for FZD/FXD jumpers.
S100X220VAC and NWSLC-7Y	Fiber jumper self-laminating labels with rotating sleeve for FZD/FXD jumpers for PanTher LS8E handheld printer.
S100X150YAJ	Label for copper patch cords for use with laser printer.
S100X150VAC labeler.	Label for copper patch cords for use with PanTher hand-held labeler.
T100X000VPC-BK	1" high, continuous black on white, vinyl tape labels for labeling racks and cabinets with PanTher LS8E handheld labeler.
C400X100YJT	1" by 4" white, polyester label for labeling racks and cabinets that prints from laser printer using Easy-Mark software.

SECTION 8. CONTRACT AWARD PROCESS

RFP Project Schedule:

Pre-proposal conference: Tuesday, November 27, 2018

Deadline to receive questions: Thursday, November 29, 2018

Deadline to issue addendums: Friday, November 30, 2018

Deadline to submit proposals: Wednesday, December 5, 2018

Estimated award: Thursday, January 24, 2019 or after

Evaluation Process: By submitting a Proposal in response to this Request for Competitive Sealed Proposals, the Respondent(s) accepts the “Competitive Sealed Proposals” method selection process and acknowledges and accepts that determination of the Best Value Respondent(s) will require subjective judgments by TSC.

All submitted and qualified proposals will be reviewed, evaluated, and ranked by an evaluation committee. However, as part of the award process, TSC may request interviews or oral presentations from the highest ranked Respondents that are identified in the initial ranking conducted by the evaluation committee.

In the case that interviews or oral presentations are conducted by the highest ranked Respondents, a final selection or determination of the Best Value Respondent(s) will be based on demonstrated competence at the interviews or oral presentations. The interviews or oral presentations may be made to the following audience: TSC administration, faculty, staff, or board members. TSC will not be responsible for any costs incurred for interviews or oral presentations.

One or more Respondents can be awarded. If the College awards a contract, it will award the contract to the Respondent(s) whose proposal (s) is considered to be the most advantageous to College and is determined to be the best qualified. The TSC Board of Trustees will have the final determination to award a contract (s).

TSC reserves the right to consider any proposal “non-responsive” if the fees or prices are determined to be unreasonable or irresponsible in relation to the other submitted proposals.

Respondent(s) will be notified of any decision made after a contract is approved and awarded by the TSC Board of Trustees.

Reservation of Rights: TSC reserves the right to award one or multiple Proposals, reject any and all Proposals and re-solicit for new Proposals, or to temporarily or permanently abandon the Project.

TSC makes no representations, written or oral, that it will enter into any form of agreement with any respondent(s) to this Request for Competitive Sealed Proposals for any project and no such representation is intended or should be construed by the issuance of this solicitation.

Contract Terms: The estimated initial contract resulting from this RFP will be for a period of seven (7) months commencing on February 1, 2019 through August 31, 2019. This contract will have the option to renew for three (3) additional one-year terms before these services are subject to public solicitation.

Cancellation Provisions: The College may cancel the contract should the present or any future Board of Trustees not appropriate funds in any fiscal year for the payments required by this agreement. No penalty shall be assessed against the College in the event of any such non-appropriation. In the event of non-appropriation, the College shall give the successful Respondent advance written notice before cancellation of the contract, and the College shall not be obligated to make any payments beyond the end of the fiscal year.

The College, without cause, will have the option to terminate the contract resulting from this RFP at any time upon giving sixty (60) days in advance written notice to Respondent. Upon termination, the Respondent is entitled to payment of an amount that will compensate Respondent for services satisfactorily performed from the time of the last payment to the termination date in accordance with this contract.

Open Records: TSC considers all information, documentation and other materials 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). Notwithstanding the foregoing, disclosure of information related to this solicitation shall be made only after a purchase order and contract is award.

SECTION 9. GENERAL TERMS AND CONDITIONS

These general terms and conditions shall be made a part of and govern any purchase order/contract resulting from this Request for Proposals.

DELINQUENT FRANCHISE TAXES: Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

TITLE AND RISK OF LOSS: The title and risk of loss for goods delivered under this contract, if any, shall not pass to TSC until it actually receives, takes possession and accepts the goods at the point or points of delivery.

ACCEPTANCE OF PRODUCTS AND SERVICES: All products furnished and/or services performed under this Contract shall be to the satisfaction of TSC and in accordance with the specifications, terms, and conditions of the Contract.

INDEMNIFICATION: To the fullest extent permitted by law, the Respondent agrees to indemnify and hold harmless TSC, its officers, employees, and agents harmless from and against all claims of any nature or kind arising out of or caused from the performance of services, or provision of goods, by the Respondent pursuant to this contract, which are caused, in whole or in part, by any negligent act or omission of the Respondent.

CERTIFICATION: Proposer shall furnish certification of authority demonstrating authority to conduct business in the State of Texas. Registration is obtained from the Texas Secretary of State, who will also provide certification thereof.

COMPLIANCE WITH LAW: Respondent is aware of and in full compliance with its obligations under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, *Affordable Care Act of 2010*, and all other applicable laws and regulations.

COMPLIANCE WITH COLLEGE POLICIES: Respondents must abide by all applicable TSC policies and procedures, including but not limited to those relating to safety, confidentiality, use of technology, harassment, and drug and alcohol use. On-site Respondent's personnel may be required a criminal background check.

PAYMENTS: Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice. Payment shall be in accordance with the State of Texas Prompt Payment Act, Chapter 225 of the Government Code.

CONTRACT AMENDMENTS: The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties.

INDEPENDENT RESPONDENT STATUS: Respondent agrees that it is engaged as an independent Respondent and acknowledges that TSC will have no responsibility to provide benefits normally associated with an employer-employee relationship such as transportation, insurance, vacation, or other fringe benefits. Respondent agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TSC, including unemployment, insurance benefits, social security coverage, or retirement benefits. Respondent agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws.

NON-DISCLOSURE: Respondent and TSC acknowledge that they or their employees may, in

the performance of this 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 organizations, whether directly or indirectly affiliated with Respondent or TSC, unless required by law.

PUBLICITY: Respondent 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 TSC's name in connection with any sales promotion or publicity event without the prior express written approval of TSC.

SEVERABILITY: If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

FORCE MAJEURE: If either TSC or Respondent is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder, or give rise to any claim for damages.

GOVERNING LAW: This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

ASSIGNMENT: The Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TSC.

RIGHT TO A JURY TRIAL: Neither TSC nor Respondent shall waive its right to a jury trial for any claims arising out of the formation, performance, breach or enforcement of this contract, or any claim for damages resulting therefrom.

INSURANCE: Respondent shall obtain and keep in effect during the term of this contract, insurance coverage in the below listed types and amounts. As evidence of insurance coverage, Respondent shall furnish to TSC certificate(s) of insurance before commencement of any work under this contract.

TYPE OF COVERAGE	LIMITS
A. Worker's Compensation	Statutory

B. Comprehensive General Liability	\$1,000,000 Ea. occurrence \$2,000,000 aggregate
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C. Automobile Liability(owned/leased, non-owned, and hired)

(1) Bodily Injury	\$1,000,000 Ea. Person \$1,000,000 Ea. Occurrence
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(2) Property Damage	\$1,000,000 Ea. Occurrence
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MINIMUM WAGE: TSC requires that all employees of prime and respondents who submit proposals for, and perform contractual work for TSC receive a living wage consistent with human dignity and the needs of life. TSC policy requires that the Respondent pay all employees' wages at least **\$8.50** per hour as per Resolution in Support of a Living Wage Requirement for Those Employed By, and Those Doing Business With, TSC. Resolution passed by the Board of Trustees on September 30, 2009.

EXHIBITS

Exhibit A

PRICING FORM

Note: Mark outside of envelope, Proposal For:

“Campus Data Cabling Services” TSC RFP 19-08

In submitting this proposal, I agree:

1. To hold price open for a period of ninety (90) days after the opening date.
2. To enter into and execute a Purchase order/contract with the Texas Southmost College, if awarded on the basis of the proposal, and to furnish Bonds if required, in accordance with the owner’s requirements and instructions.
3. To accomplish the work in accordance with the statement of work, description of services, and other terms provided including labor, supplies, and materials necessary.

One or more Respondents can be selected. If the College awards a contract, it will award the contract to the Respondent(s) whose proposal (s) is considered to be the most advantageous to College and is determined to be the best qualified

Having carefully examined the scope of work and requirements of this RFP and any attachments thereto, the undersigned process to provide the services at the following hourly rates:

Labor CAT 6 per drop (cable installation)

Item	1 st year price	2 nd year price	3 rd year price
Cat6, under 100 ft.	\$ /drop	\$ /drop	\$ /drop
Cat6, 100-200 ft.	\$ /drop	\$ /drop	\$ /drop
Cat6, 200-300 ft.	\$ /drop	\$ /drop	\$ /drop

Labor CAT 6 and material per drop (cable installation)

Item	1 st year price	2 nd year price	3 rd year price
Cat6, under 100 ft.	\$ /drop	\$ /drop	\$ /drop
Cat6, 100-200 ft.	\$ /drop	\$ /drop	\$ /drop
Cat6, 200-300 ft.	\$ /drop	\$ /drop	\$ /drop

Labor CAT6A per drop (cable installation)

Item	1 st year price	2 nd year price	3 rd year price
Cat6a, under 100 ft.	\$ /drop	\$ /drop	\$ /drop
Cat6a, 100-200 ft.	\$ /drop	\$ /drop	\$ /drop

Item	1 st year price	2 nd year price	3 rd year price
Cat6a, 200-300 ft.	\$ /drop	\$ /drop	\$ /drop

Labor CAT6A and material per drop (cable installation)

Item	1 st year price	2 nd year price	3 rd year price
Cat6a, under 100 ft.	\$ /drop	\$ /drop	\$ /drop
Cat6a, 100-200 ft.	\$ /drop	\$ /drop	\$ /drop
Cat6a, 200-300 ft.	\$ /drop	\$ /drop	\$ /drop

Labor and material per ft.

Item	1 st year price	2 nd year price	3 rd year price
Multimode fiber 12/24 strand	\$ /ft.	\$ /ft.	\$ /ft.
Singlemode fiber 12/24 stand	\$ /ft.	\$ /ft.	\$ /ft.

Labor and material per ft. OS

Item	1 st year price	2 nd year price	3 rd year price
Multimode fiber 12/24 strand	\$ /ft.	\$ /ft.	\$ /ft.
Singlemode fiber 12/24 stand	\$ /ft.	\$ /ft.	\$ /ft.

Labor

Item	1 st year price	2 nd year price	3 rd year price
Manual projector screen installation, 8-14 ft. height ceiling	\$ /room	\$ /room	\$ /room
Electric projector screen installation, 8-14 ft. height ceiling	\$ /room	\$ /room	\$ /room
Projector installation, 8-14 height ceiling	\$ /room	\$ /room	\$ /room

Respondents should include all anticipated charges to be associated to the performance of these services including but not limited to labor, supplies, and all equipment and materials needed.

ACKNOWLEDGEMENT OF ADDENDA

Respondent acknowledges receipt of the following addenda to the captioned RFP (initial if applicable):

Failure to properly acknowledge addenda may result in disqualification.

Addendum # _____ Initials: _____
Addendum # _____ Initials: _____
Addendum # _____ Initials: _____

In submitting this proposal, I certify that _____ (Name of Individual/Firm) has not been found guilty in a judicial or state administrative insurer proceeding for unfair business practices within the year preceding the date of this statement.

I further certify that I, or any officer of _____ (name of individual/firm), has not served within the past years as an officer of another company which has been found guilty in a judicial or state administrative insurer proceeding of unfair business practice.

Respectfully submitted,

By: Signature and Title

Date

Firm

Address

City

State

Phone Number

Email address

Exhibit B

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Respondent certifies that:

1. This proposal has been independently arrived at without collusion with any other Respondent or with any competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other offer or competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Offer or as well as to the person signing in its behalf.

By: Signature and Title

Firm

Date

Exhibit C

EXECUTION OF OFFER

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

2.1 By signature hereon, Respondent represents and warrants the following:

- 2.1.1 Respondent acknowledges and agrees that (1) this RFP/ is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Respondent in response to this RFP/ will not create a contract between Texas Southmost College (TSC) and Proposer; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFP/; and (4) Respondent will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP/.
- 2.1.2 Respondent is a reputable company that is lawfully and regularly engaged in providing the Services.
- 2.1.3 Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
- 2.1.4 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
- 2.1.5 Respondent understands (i) the requirements and specifications set forth in this RFP/ and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.
- 2.1.6 If selected by TSC, Respondent will not delegate any of its duties or responsibilities under this RFP/ or the Agreement to any sub-Respondent, except as expressly provided in the Agreement.
- 2.1.7 If selected by TSC, Respondent will maintain any insurance coverage as required by the Agreement during the term thereof.
- 2.1.8 All statements, information and representations prepared and submitted in response to this RFP/ are current, complete, true and accurate. Respondent acknowledges that College will rely on such statements, information and representations in selecting the Respondent. If selected by the College, Respondent will notify College immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 2.1.9 Respondent will defend with counsel approved by TSC, indemnify, and hold harmless, The College, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Respondent or any agent, employee, subRespondent, or supplier of Respondent in the execution or performance of any contract or agreement resulting from this RFP/.
- 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Respondent under any contract or agreement resulting from this RFP/ may be applied directly to any debt or delinquency that Respondent 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.
- 2.1.11 Pursuant to the provisions of Chapter 2270 of the Texas Government Code, Respondent verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

2.2 By signature hereon, Respondent offers and agrees to furnish the Services to College and comply with all terms, conditions, requirements and specifications set forth in this RFP.

2.3 By signature hereon, Respondent affirms that it has not been identified on a scrutinized company list prepared and maintained by the comptroller under Government Code 806.051, 807.051, or 2252.153.

2.4 By signature hereon, Respondent affirms that it has not given or offered to give, nor does Respondent intend 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 its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Respondent may be removed from all proposal lists.

2.5 By signature hereon, Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

2.6 By signature hereon, Respondent hereby certifies that neither Respondent nor any firm, corporation, partnership or institution represented by Proposer, 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., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

- 2.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made a part of this RFP/, is authorized to sign such documents on behalf of Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.8 By signature hereon, Respondent certifies as follows: "Under Section 231.006, *Family Code*, relating to child support, Respondent certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP/ may be terminated if this certification is inaccurate."
- 2.9 By signature hereon, Respondent certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers, or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint venturers of any Respondent that is a joint venture or the members or managers of any Respondent that is a limited liability company, on one hand, and an employee of any component of the College, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Respondent has not been an employee of any component institution of TSC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Proposer.
- 2.10 By signature hereon, Respondent certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP/. In addition, Respondent certifies that an award of a contract to Respondent will not violate Section 2155.006, *Government Code*, prohibiting College from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Respondent certifies that Respondent is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.11 By signature hereon, Respondent certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.12 By signature hereon, Respondent represents and warrants that all products and services offered to College in response to this RFP/ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP/.
- 2.13 Respondent will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer.
- 2.14 **Respondent should complete the following information:**

If Respondent is a Corporation, then State of Incorporation: _____

If Respondent is a Corporation then Proposer's Corporate Charter Number: _____

RFP/ No.: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Respondent Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

Exhibit D

TERMS AND CONDITIONS

1. PROPOSAL REQUIREMENTS:

- 1.1 Proposal must be properly identified with a Proposal No. and Opening Date. Proposals must be time-stamped at Texas Southmost College, 80 Fort Brown St., Brownsville, TX 78520 on or before opening date and time shown on other side of this form. Late proposals will not be considered.
- 1.2 Proposals should be quoted F.O.B. Destination. If otherwise, proposal will show exact cost to deliver. Proposal unit price on the quantity specified, extend and show total. In case of errors, unit prices shall govern. Proposal prices will be considered firm for acceptance within 90 days after the proposal opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Proposal will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the proposal's prices quoted.
- 1.3 College is exempt from State Sales Tax and Federal Excise Tax. Do not include in proposal. Tax Exemption Certificate furnished upon request.
- 1.4 College reserves the right to accept or reject all or part of any proposal, waive any formalities or technical inconsistencies, delete any requirement or specification from this invitation, or terminate this solicitation when deemed to be in College's best interest.
- 1.5 Facsimile proposals, telephone proposals and/or email proposals are not acceptable in response to this invitation.
- 1.6 Respondent hereby assigns to College any and all claims for overcharges associated with any resulting contract arising under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973) and the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, at seq. (1967).
- 1.7 The Respondent ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Respondent ID number is not known, enter Respondent's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.005, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the proposal company is more than 30 days delinquent in paying child support.)
- 1.8 In case of tie proposals, any award will be made pursuant to Texas Bldg. & Procurement Comm. Rule 1; T.A.C. Section 113.6 (b)(3)(8) (preferences).
- 1.9 Respondent shall not assign any resulting Respondent Purchase order/contract without prior written approval from the College.
- 1.10 Substitutions will not be allowed after a proposal has been submitted for consideration.
- 1.11 Each sealed proposal shall constitute an offer to the Board of Trustees, as outlined therein, and shall be irrevocable after the time announced for the opening thereof. TSC reserves the right to reject any and all proposals and to waive informalities in proposals and to resolve ambiguities in the District's favor.
- ~~1.12 Public Works only: Each proposal shall include a cashier's check or certified check, or acceptable Respondent's bond payable to the Owner in the amount of not less than 5% of the largest total of the proposal submitted.~~
- ~~1.13 Public Works only: A **payment bond in the amount of 100%** of the full contract amount will be required on all contracts over \$25,000.~~
- ~~1.14 Public Works only: A payment **performance bond in the amount of 100%** of the full contract amount will be required on all contracts over \$100,000. If the Respondents fails to execute the contract and provide satisfactory payment and performance bonds and insurance certificates within ten (10) days of the day on which Respondent is notified that said proposal was accepted or Notice to Proceed is issued, the proposal security shall be forfeited to TSC.~~

2. SPECIFICATIONS

- 2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this Invitation is descriptive (not restrictive), and is used to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the proposal. If Respondent does not identify exceptions to the specifications shown in this Request for Competitive Sealed Proposals it will be required to furnish brand names, numbers, etc., as shown in the Request.
- 2.2 All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this solicitation. Verbal agreements to the contrary will not be recognized.
- 2.3 Respondent warrants fault free performance in the processing of data and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on this Invitation. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

3. DELIVERY

- 3.1 Proposal should show the number of days required to deliver items to College's designated location under normal conditions. Unrealistically short or long delivery promises may cause proposal to be disregarded. Failure to state delivery time obligates Respondent to complete delivery in 14 calendar days.
- 3.2 The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.
- 3.3 Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m.

4. PROPOSALDER AFFIRMATION: BY SIGNATURE HEREON

- 4.1 Respondents affirms that it has not given or offered to give, and does not intend 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 the submitted proposal. Failure to sign the proposal may, and signing it with a false statement shall, void the submitted proposal or any resulting contract and Respondent will be removed from all proposal lists.
- 4.2 Respondent affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the Respondent and the College which could be construed as a conflict of interest.
- 4.3 Respondent certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code. Respondent acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 4.4 Respondent certifies that neither the Respondent nor any firm, corporation, partnership or institution represented by Respondent or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws, or communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 4.5 Respondent has not received compensation for participation in the preparation of the specifications for this Competitive Sealed Proposals.
- 4.6 Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) Respondent certifies that the individual or entity named in its proposal is not ineligible to receive the specified contract, which may be terminated and/or payment withheld if certification is inaccurate.
- 4.7 Respondent agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support' that is owed to the State of

Texas.

- 4.8** Respondent certifies, if awarded a contract, that Respondent shall defend, indemnify, and hold harmless the Board of Trustees of Texas Southmost College, and all of their respective officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent, or any agent, employee, respondent or supplier of Respondent in the execution or performance of the contract.

Exhibit E

PURCHASE ORDER/CONTRACT TERMS AND CONDITIONS

1. Except when issued to carry out a written agreement signed by Respondent and TSC, these Terms and Conditions constitute the entire agreement for the sale and purchase of the goods and/or services covered by this Purchase Order.
2. By acceptance of this Purchase Order, Respondent affirms that it has not given or offered to give, and does not intend 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 this Purchase Order. In addition, Respondent affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the der and the College which could be construed as a conflict of interest
3. The Respondent certifies that neither the Respondent nor any firm, corporation, partnership or institution represented by Vendor, or anyone acting for any such entity, has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws.
4. The Respondent agrees to protect, indemnify and hold harmless TSC from and against any claim, damage or liability arising out of or in connection with this Purchase Order, except to the extent that it is directly due to the negligent acts or omissions of any of the officers, employees or agents of TSC.
5. The Respondent certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code
6. The Respondent warrants that it will comply with all federal, State of Texas, and local laws and ordinances and regulations as applicable to its performance under this Purchase Order, including, without limitation, the Fair Labor Standards Act of 1938 as amended, the Equal Employment Opportunity clauses prescribed by Executive Order 11246, as amended by Executive Order 11375, the Contract Work Hours and Safety Standards Act, the Americans with Disabilities Act of 1990 and Title VI of the Civil Rights Act of 1964 as amended.
7. The Respondent certifies that Public Liability Property Damage and Worker's Compensation Insurance will be carried for all personnel making deliveries to or performing services at College's premises.

SPECIFICATIONS

8. The Respondent warrants that the goods and/or services supplied to TSC will conform to the specifications, drawings or other referenced description upon which this Purchase order/contract is based. In the event of a conflict between the specifications, drawings and description, the specifications should govern.
9. All products shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Verbal agreements to the contrary will not be recognized.
10. The Respondent warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on the Purchase Order. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

DELIVERY

11. F.O.B Destination Freight prepaid unless delivery terms are specified otherwise in the quote/.
12. Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during Holidays.

13. The place for delivery should be that set forth in the block of the Purchase order/contract entitled "Shipping Address".

14. Unless otherwise stated in this Purchase Order, title and risk of loss to the goods shall remain with the Respondent until the goods are delivered at the point or points specified in the Purchase Order.

15. The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.

PACKING AND RECEIVING

16. The Purchase order/contract number must appear on all invoices, packages, statements, and delivery tickets.

17. Respondent shall be responsible for industry standard packaging, which conforms to requirements of carrier tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address and Purchase order/contract number.

INSPECTION

18. Unless otherwise specified in this Purchase Order, the goods shall be new and unused. Respondent warrants that it will deliver to TSC title to the goods free of all security interests, liens, charges, restrictions or encumbrances of any kind, nature or description and that the goods shall be free from defects in material and/or workmanship.

19. TSC shall have the right to inspect any and all goods upon receipt. TSC, by reason of its election to not inspect any goods immediately upon receipt, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications herein, or to have waived any of its rights or remedies arising by virtue of such defect or non-conformance.

INVOICING AND PAYMENT

20. College is exempt from State Sales Tax and Federal Excise Tax. Do not include in invoice. Tax Exemption Certificate furnished upon request.

21. Payment by TSC for goods and/or services provided by Respondent under this Purchase order/contract shall be subject to the provisions of Texas Government Code, Chapter 2251.

22. TSC shall tender payment within 30 days upon receipt of invoice. Invoices should be prepared and delivered after acceptance of goods and/or completion of services.

23. Price(s) quoted by Respondent's representative(s) shall not be changed after receipt of Purchase Order. For this purpose, such order shall be deemed to have been received on the date it is mailed or transmitted by electronic means such as electronic mail or facsimile.

24. Invoices should be submitted to the TSC authorized Accounts Payable representative as stated in the block of the Purchase order/contract entitled "Billing Address".

MODIFICATION AND CANCELLATION

25. Changes or substitutions in merchandise order will not be permitted, unless expressly assented to in writing. No modification of this Purchase order/contract shall be binding unless TSC agrees to the modification in writing.

26. TSC reserves the right to cancel this Purchase order/contract at any time upon written notice hereof.

27. However, this Purchase order/contract will automatically terminate upon occurrence of the following conditions unless specified in writing: a) incomplete order, where not all merchandise is received by TSC according to the specified delivery date; or b) outstanding orders that are not received on or before the end of the College's fiscal year (August 31st).

GOVERNING LAW

28. This Purchase order/contract shall be governed by the laws of the State of Texas and suits pertaining to this Purchase order/contract may be brought only in the courts of the State of Texas, with venue in Brownsville, Texas.

Exhibit F

Texas Southmost College is required to comply with TEX. LOCAL GOV'T CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*. Any company that does business with ASC must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists.

In no conflict of interest exist, please state "NONE" in section one, sign and submit.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<small>This questionnaire reflects changes made to the law by H.B. 1881, 86th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1)-(4) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small>		OFFICE USE ONLY <small>Date Received</small>
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. <small>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</small>		
3 Name of local government officer with whom filer has employment or business relationship. <small>Name of Officer</small> <small>This section (Item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1)(4), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small> A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer named in this section serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No D. Describe each employment or business relationship with the local government officer named in this section. 4 <small>Signature of person doing business with the governmental entity</small> <small>Date</small>		

Adopted 08-20-2007

Exhibit G Campus Map



BUILDINGS		
East Texas Medical Center	1	11
East Texas Center	2	12
Computer & Services	3	13
College Hall	4	14
College Hall	5	15
College Hall	6	16
College Hall	7	17
College Hall	8	18
College Hall	9	19
College Hall	10	20
College Hall	11	21
College Hall	12	22
College Hall	13	23
College Hall	14	24
College Hall	15	25
College Hall	16	26
College Hall	17	27
College Hall	18	28
College Hall	19	29
College Hall	20	30
College Hall	21	31
College Hall	22	32
College Hall	23	33
College Hall	24	34
College Hall	25	35
College Hall	26	36
College Hall	27	37
College Hall	28	38
College Hall	29	39
College Hall	30	40
College Hall	31	41
College Hall	32	42
College Hall	33	43
College Hall	34	44
College Hall	35	45
College Hall	36	46
College Hall	37	47
College Hall	38	48
College Hall	39	49
College Hall	40	50

BUILDINGS		
College Hall	1	11
College Hall	2	12
College Hall	3	13
College Hall	4	14
College Hall	5	15
College Hall	6	16
College Hall	7	17
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College Hall	9	19
College Hall	10	20
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College Hall	35	45
College Hall	36	46
College Hall	37	47
College Hall	38	48
College Hall	39	49
College Hall	40	50

Primary Self-Call Maps Self-Call Parking Secondary Self-Call

International, Technology, Education and Commerce Center (ITECC)



<http://tsc.edu/index.php/mytsc/campus-map.html>