



THE TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and HUB Program

REQUEST FOR PROPOSAL

RFP NUMBER: RFP01-CIO-23-146

DAS and Wireless Network Services & Support

PROPOSAL MUST BE RECEIVED PRIOR TO:

2:00 P.M. Central time (CST) on March 9, 2023

EMAIL RFP RESPONSES TO:

soprocurement@tamus.edu

Subject Line: RFP01-CIO-23-146

NOTE: PROPOSAL must be received by The Texas A&M University System Office of Procurement and HUB Program before the date and time specified for receipt of Proposal in Section 2.3. After the due date and time, only the names of respondents will be made public.

REFER INQUIRIES TO:

Jeff Zimmermann, Executive Director
Procurement and Business Services | HUB Program
The Texas A&M University System
soprocurement@tamus.edu

All proposals shall become the property of the Texas A&M University System and the state of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 5Q for more information regarding confidential and proprietary information.

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SECTION 1 - INTRODUCTION

1.1 Scope

The Texas A&M University System (“A&M System”) is seeking proposals from qualified companies who can provide various technology solutions (“Solutions”) that are built with modern technologies, efficient, effective, expandable, and allow for flexibility to support wireless communications and connectivity needs of students, faculty, staff, researchers, administrators, visitors, emergency responders, and IoT and Smart Campus devices. The company, hereafter referred to as “Provider” or “Respondent”, shall provide all materials, components, tools and labor necessary for the Solutions required as specified within Section 3 - Scope of Work.

It is the intent of the A&M System to establish a master services agreement (“Agreement”) with one or more Respondents to meet the needs of the A&M System and its member universities and agencies (referred to as “Member” or “Members”). The resultant Agreement(s) will be between the selected Respondent(s) and the A&M System. Respondents may propose on all areas defined within the scope (Section 3.2), for specific areas only, and/or for the Kyle Field DAS Services listed within Section 3.13.

Members (further described below) may utilize at its discretion any Provider awarded an Agreement as a result of this Request For Proposal (RFP).

By submitting responses, each Respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

1.2 The Texas A&M University System

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$7.2 billion. Through a statewide network of 11 universities, a comprehensive health science center, eight state agencies, and the RELLIS Campus, the Texas A&M System educates more than 152,000 students and makes more than 24 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceed \$1 billion and help drive the state’s economy. More information about the Texas A&M University System and all of its Members can be found at <http://www.tamus.edu/about/>.

1.3 Priorities/Expectations

Respondents should note the following priorities/expectations with regard to the possibility of A&M System establishing a contractual relationship with any Respondent:

- (a) *Ensuring a Quality Level of Service*. This priority encompasses the quality of the level of service that can be provided to all A&M System customers in a timely, cost effective manner. A&M System is seeking Respondents that will ensure the provision of such quality in its delivery of service through Respondent’s internal proven industry standard training techniques and established metrics.
- (b) *Level of Experience and Expertise*. Respondents must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful solution as determined by A&M System.
- (c) *Delivery Efficiency as it Relates to Total Costs*. Respondents must demonstrate its ability to deliver the required solution in a cost-effective and timely manner while not sacrificing the quality required by The A&M System.

1.4 Pre-proposal Conference

A pre-proposal conference is scheduled for Monday, February 20, 2023 at 1:00 PM CST. Attendance is NOT mandatory at this conference, however it is highly encouraged that interested parties attend. There will also be a virtual option provided for those who cannot attend in person. Please send an email of interest to soprocurement@tamus.edu. In your email, please state if you plan on attending in person or if you would like the virtual meeting information.

A site visit is planned to take place immediately following the conference for those that attended in person. Potential sites to visit include RELLIS campus, Hensel Park Telecom Building, and Kyle Field. Attendees are responsible for transportation to each of these locations and any parking requirements, i.e. garage parking fees. The A&M System is not providing transportation and is not responsible for any costs or fees associated with parking.

1.5 Calendar of Events

Activity	Date
Release of Request for Proposal	February 10, 2023
Pre-proposal Conference	February 20, 2023
Deadline to Submit Questions	February 24, 2023
Release of Addendum (if applicable)	by March 1, 2023
Responses Due	March 9, 2023, by 2:00 p.m. CST
Interviews (if applicable)	TBD
Selection of Respondent(s)	TBD

A&M System will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of A&M System and/or in the event A&M System requires more time to assure that the selection of the Respondent or Respondents is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.6 Performance Period

Should A&M System, in its sole discretion, enter into an Agreement with successful Respondent(s) as a result of this RFP, the Agreement shall be effective upon final execution for a period of three (3) years. The resultant Agreement may be extended for up to two additional two-year terms, providing all parties mutually agree in writing on the extension. Any extension shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the successful Respondent(s).

SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

2.1 General Information

The A&M System is seeking proposals from qualified companies who can provide the Solutions that are built with modern technologies, efficient, effective, expandable, and allow for flexibility to support wireless communications and connectivity needs of students, faculty, staff, researchers, administrators, visitors, emergency responders, and IoT and Smart Campus devices as outlined in Section 3 of this RFP. While it is the intent of the A&M System to effectively establish an Agreement with one or more qualified providers, there is no guarantee that an award will be made or a contract executed. If a pool of providers is established as a result of this RFP, Members will have the option to choose at their discretion from the pool.

Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in the Respondent's cover letter.

This RFP contains specific requests for information. Respondents are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is critical. In responding to this RFP, Respondents are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope of intent of the respective clauses. Whenever the terms "must" "shall" "will" "is required" or "are required" are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the Respondent's response. Any deviation or exception from RFP specifications must be clearly identified by the Respondent in its submittal.

Expenses for developing and presenting proposals shall be the entire responsibility of the Respondent and shall not be chargeable to the A&M System. All documentation submitted with the proposal response will become the property of the A&M System.

2.2 Examination of the Request for Proposal

Before submitting, each Respondent will be held to have examined A&M System requirements outlined in Section 3 and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFP.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the Respondent has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions

All proposals must be received by the A&M System no later than **2:00:00 p.m. CST, March 9, 2023** electronically via email to soprocurement@tamus.edu with the subject line of "**RFP01-CIO-23-146 DAS and Wireless Network**". The sent time indicated within the A&M System email server shall be used for the receipt and acceptance of the response. A file sharing tool may be used to submit the proposal response if large file sizes are an issue. If opting to use a file sharing tool it is recommend to send a test file prior to the due date.

It is each Respondent's responsibility to ensure that the entire submittal response is received by the A&M System by the deadline stated above regardless of submission method. **Late submittals will not be considered under any circumstances.**

Submittal File Format: Submission shall be saved as two (2) separate files in Adobe Portable Document Format (PDF) according to the items listed below and named as such; **I) “company name – Proposal”** and **II) “company name – Forms”**.

2.4 Proposal Components

The following documents and all requirements from noted sections are to be returned as part of your proposal submittal. Failure to include these documents may be basis for response disqualification.

I. Proposal

- ✓ Cover Letter to include a brief introduction with interest and capability of the Respondent.
- ✓ Table of Contents
- ✓ Proposal, to include a complete response to each section within the following:
 - Section 3 – Scope of Work (Sections 3.2 – 3.14 as applicable)
 - Section 4 – Proposal Response (Sections 4.1 – 4.6)
 - Note that document submittals such as certifications required within Section 4.2 may be submitted as a separate file(s) and named accordingly.

II. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ Member Locations (Exhibit C)
- ✓ HUB Subcontracting Plan & HUB Participation Plan (Section 4.7)

Proposal format: The proposal response shall be presented in the order listed above with sections noted accordingly for easy reference. The Table of Contents shall provide page numbers for each section of the proposal.

Note: Additional information regarding the Execution of Offer and Non-Collusion Affidavit.

- Execution of Offer: The signature in the Execution of Offer within the electronic copy shall serve as the official signature of record. Signature can be done electronically with DocuSign, Adobe or another similar tool.
- Non-Collusion Affidavit: The Respondent signature on this document may be done electronically with DocuSign, Adobe or another similar tool. An agreement may not be executed with the awarded Respondent until this document is fully signed and notarized.

2.5 Inquiries and Interpretations

All technical questions concerning this RFP are to be directed, in writing, to Jeff Zimmermann, Executive Director, Procurement and Business Services to soprocurement@tamus.edu. Respondent may not contact other individuals at A&M System to discuss any aspect of this RFP, unless expressly authorized by the Procurement Office to do so.

Questions regarding the RFP, including questions for more data or information beyond that included in this RFP and any attachment, should be presented in writing. **Deadline for submission of questions is February 24, 2023.**

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum/amendment and posted to the Electronic State Business Daily (ESBD) according to the schedule in Section 1.6. [CLICK HERE](#) for the posting to obtain all documents related to this RFP. You may

also copy and paste the following link (<http://www.txsmartbuy.com/esbd>) into your browser and input Agency Number "710" and select "Posted" for the Status.

All such addenda/amendments issued by the A&M System prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such within Exhibit A. Addendums issued and not acknowledged by the Respondent shall be considered accepted. Only those A&M System replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

2.6 Selection Process

The evaluation of the proposals shall be based on the information provided that the A&M System deems to represent the **best value** to the A&M System. The RFP provides the information necessary to prepare and submit proposals for consideration by the A&M System. All properly submitted proposals will be reviewed, evaluated, and ranked by the A&M System in the order that they provide the overall "best value" to the A&M System.

The A&M System will base its choice on criteria to include but not limited to the following: demonstrated competence, capability, experience, knowledge, and qualifications of each Respondent in respect to the services offered; Respondent's response to **Section 4.7 - HUB Subcontracting Plan Form & HUB Participation Plan**; as well as the reasonableness of the proposed fees for the services required.

The Respondent(s) selected will be one(s) whose experience and qualifications, as presented in response to this RFP, establish them, in the opinion of A&M System, as well qualified and offering the greatest benefits, experience and value to A&M System. A&M System may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should A&M System determine in its sole discretion that only one Respondent is fully qualified, or that one or more Respondents are clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that Respondent or Respondents. The contract will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the Respondent's proposal as negotiated.

The most qualified Respondents as determined by A&M System MAY BE REQUIRED to participate in an interview with the evaluation committee before the final selection. Interviews may be conducted on-site at an A&M System Office or RELLIS Campus location (TBD), or virtually using a web-based solution. A&M System will not provide compensation to Respondents for any expenses incurred by the Respondents for proposal preparation, evaluations or interviews that may be made.

Submission of proposals indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by A&M System during the evaluation process. The selection of the successful proposal may be made by A&M System on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by A&M System on the basis of negotiation with any of the Respondents. A&M System shall not disclose any information derived from the proposals submitted by competing Respondents in conducting such discussions.

All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, A&M System alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.

A&M System may perform reference checks and seek further information, as needed from all Respondents whose proposals A&M System, at its discretion, considers viable, based on the initial evaluation and scoring.

The Respondent's response to this requirement officially authorizes A&M System to contact these organizations to discuss the services and other considerations which the Respondent has provided to such organizations and authorizes the organizations to provide such information to A&M System and Respondent shall and hereby does release and hold harmless A&M System, the state of Texas, and such organization of any and all liability whatsoever, in connection with providing and receiving all such information. Any negative responses received from reference checks may be grounds for disqualification of the proposal.

A&M System reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, and/or to make the award to the most responsive Respondent.

SECTION 3 – SCOPE OF WORK

3.1 Scope of Services

The A&M System is seeking proposals from qualified companies who can provide the Solutions that are built with modern technologies, efficient, effective, expandable, and allow for flexibility to support wireless communications and connectivity needs of students, faculty, staff, researchers, administrators, visitors, emergency responders, and IoT and Smart Campus devices as outlined in each of the sections below.

Members of the A&M System may choose to utilize the services of any Provider awarded an Agreement as a result of this RFP. Please indicate your capability and interest in providing services to the Members in Exhibit C – Member Locations.

Respondents to this RFP shall provide information addressing each item in sections 3.2 – 3.14 below. Providing only a reference to pages in other documentation will not necessarily constitute a valid response.

3.2 Areas Within Scope

Respondent may propose on all areas or a subset of the areas of services stated below. The A&M System reserves the right to select none, one or more than one respondent to fulfill some or all these areas. Note that a single vendor will not be awarded the design or parametric performance assessment as well as the installation and commissioning for a specific project.

- Indoor DAS (iDAS) network design
- Outdoor DAS (ODAS) network design
- Small Cell network design
- iDAS, ODAS and Small Cell network parametric performance assessment (i.e. walk or drive test)
- iDAS network installation & commissioning
- ODAS network installation & commissioning
- Small Cell network installation & commissioning
- iDAS network alarm monitoring
- ODAS network alarm monitoring
- Small Cell network alarm monitoring
- iDAS network optimization & troubleshooting
- ODAS network optimization & troubleshooting
- Small Cell optimization & troubleshooting
- iDAS network equipment repair
- ODAS network equipment repair
- Small Cell network equipment repair

3.3 Certification

Provider shall be trained and certified by the DAS and wireless network equipment manufacturers to install, commission, maintain, troubleshoot, and repair all indoor and outdoor equipment included in the above networks in use across all A&M System facilities and entities, where such certifications exist. Any Respondent proposing services for iDAS or ODAS network design must use personnel who are iBwave Design Level III Certified or higher. Proof of such certifications shall be provided as part of Respondent's response.

A Respondent may be selected if training and certification is not complete but is in-process and will be completed within 60 days of award of an agreement. In lieu of the aforementioned proof of certification the Respondent shall provide a certification plan with the proposal response that describes the process and

when certification is expected. This plan will be part of the evaluation process and may be grounds for disqualification. Note that an agreement will not be executed until certification is obtained.

3.4 Scheduled Maintenance/Scheduled Down Time

Provider(s) shall perform scheduled maintenance from Monday through Friday between the hours of 8:00 AM and 4:00 PM local time, with coordination and approval of A&M System. After hours activities will be arranged on an as-needed basis.

Provider(s) will establish mutually agreeable notification parameters and procedures with A&M System for scheduled and unscheduled maintenance.

3.5 Monitoring

Respondents will propose pricing, methods and procedures to monitor applicable indoor and outdoor DAS networks 24 hours per day, 7 days per week, and 365 days per year via a secured network connection. Respondents will capture and distribute alarms to the Respondents' staff and Operations Center. Respondents will analyze and review each alarm to determine the impact of the alarm. If required, Respondents will take the necessary steps to remediate the condition, in accordance with agreed-to processes and procedures.

3.6 Reporting

Once each calendar year, Provider will provide Member an Operations Review Report indicating, but not limited to the following for each monitored DAS network: alarm summary for significant alarm events, all DAS equipment failures, all DAS outages, all upgrades to the DAS and all power level changes, and other such information as reasonably requested by Member.

Provider will maintain a current detailed inventory of spare parts that are available for all DAS networks and provide the most current inventory to Member in every quarterly monitoring and support report.

3.7 Firmware/Software Upgrades

Provider will maintain all indoor and outdoor DAS firmware and software upgrades, so that the most current and stable firmware and software versions are utilized. Costs related to the acquisition of any firmware or software, if any, are not the responsibility of the Provider.

3.8 Call Out Events

Provider will respond to outage events, at the direction of the Member. Member may be charged at a pre-established call out rate and will be invoiced for such charges.

3.9 DAS Review Meetings

Upon request by Member, meetings shall be conducted to review the performance of the DAS. Provider will attend and participate in these meetings at mutually agreeable times and locations. Provider, as requested, will be responsible for providing applicable performance reports, roadmap(s) for future implementation, and information concerning DAS growth and modifications for discussion during each scheduled meeting.

3.10 Equipment Ownership

All equipment installed for a particular project shall be owned by Member, unless expressly agreed in advance. Upon installation of any equipment needed for particular project(s), Provider will be required to submit written confirmation to Member listing specified equipment installed and confirming completion.

3.11 Spares

Provider will be responsible for managing and maintaining Member-supplied spare equipment onsite. Provider may be asked to provide a list of recommended spares to Member for review and approval. If directed by A&M System, Provider(s) will purchase the approved spares. Provider(s) will not be responsible to provide spares not currently available without prior authorization from Member.

As part of any work request that requires the use of any spare component, the Provider(s) will include the replacement cost of the spare component in the request. If an incident is resolved utilizing an existing spare component, Provider(s) will coordinate with Member concerning the replacement of the spare.

3.12 Potential Projects

The following list includes projects that A&M System envisions is representative of the types that Respondents can expect to see within the scope of this RFP. It is not an all-inclusive list, nor do these items include all the various pieces of work required to complete those types of projects.

- Design of new small cell tower and rooftop equipment locations
- Construction of new small cell tower and rooftop equipment locations from existing design
- Design of outdoor and indoor private wireless networks
- Construction of outdoor and indoor private wireless networks
- Design and construction of iDAS networks
- Walk test existing wireless network coverage
- Troubleshoot and optimize performance issues in existing indoor and outdoor wireless networks
- Monitor existing indoor and outdoor wireless networks for alarm conditions, including coordinating technician dispatches and periodic alarm reports

3.13 Payment and Performance Bonds

Individual projects awarded as a result of any resultant Agreement may require a payment bond if the total cost is \$25,000 or greater, and a performance bond if the total cost is \$100,000 or greater. Bond requirements will be further defined within the purchase order/agreement for each project. Failure to provide a required bond for a project within the stated timeframe may be grounds for termination of that specific project, and of the underlying master services agreement established through this RFP.

3.12.1 Do you anticipate any difficulty obtaining a payment or performance bond associated with a project under any resultant agreement?

3.12.2 Has your organization ever been denied a payment and/or performance bond? If so, describe the reasons for this denial.

3.12.3 Has your organization ever failed to complete a bonded fiber project? If so, please provide a detailed description of why you were unable to complete the project. Indicate whether the bond underwriter was required to pay the performance bond.

3.14 Kyle Field DAS Services

The A&M System requires the Distributed Antenna System (DAS) at Kyle Field on the campus of Texas A&M University in College Station to be operated, maintained, and monitored. It is the intent of the A&M System to establish an agreement with a **single** Respondent for this scope. Refer to Exhibit D for these specific requirements.

SECTION 4 – PROPOSAL RESPONSE

The Respondent recognizes that in its selection process A&M System will rely, in part, on the answers provided in response to this Section. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete.

4.1 Company Profile

- 4.1.1 Provide a contact name for this RFP response, including title, address, telephone number and email address.
- 4.1.2 Number of Years in Business: _____
Number of Employees: _____(company wide)
Annual Sales Volume: _____(company wide)
- 4.1.3 State that you will provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by A&M System.
- 4.1.4 Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 4.1.5 Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with the A&M System.
- 4.1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

4.2 Technical Proposal

The proposal response shall include a clearly defined, detailed description, strategy and/or approach as it applies to each of the requirements listed below and with consideration of the tasks listed in Section 3.2 above.

- 4.2.1 Respondents shall demonstrate their ability to perform each of the areas of services being proposed in Section 3.2 above.
- 4.2.2 Proof of certification(s) or plan to complete certification(s) as stated in Section 3.3
- 4.2.3 Respondents shall demonstrate their ability to perform each of the project types listed within Section 3.12 above.
- 4.2.4 If proposing on indoor or outdoor DAS and wireless network designs, submit the following items within your proposal response.
 - Describe indoor and outdoor design criteria, including 4G LTE and/or 5G NR RSRP and RSRQ, downlink and uplink data throughput and RF Exposure limits and related criteria
 - iDAS designs using iBwave Design
 - Provide coverage predictions overlaid on building floorplans showing RSRP and RSRQ and other output that Respondent thinks is relevant from iBwave Design for indoor networks
 - Provide coverage predictions overlaid on terrain maps showing RSRP and RSRQ, downlink and uplink data throughput and other applicable measurands that Respondent thinks are

appropriate for outdoor networks

- 4.2.5 Examples of cellular small cell tower construction projects, showing construction drawings, plans and pictures and pricing of the finished product
- 4.2.6 Example(s) of actual, real-world notification parameters and procedures for scheduled maintenance and emergency maintenance
- 4.2.7 Detailed information on RESPONDENT's operations center, and monitoring and reporting capabilities
- 4.2.8 Example(s) of actual, real-world RF measurement results reports with floorplan and pricing from sports venues, outdoor spaces and in-building DAS networks
- 4.2.9 Example(s) of actual, real-world quarterly/monthly monitoring and support report, event day system report, and yearly operations review report
- 4.2.10 An overview of interactions with each commercial cellular carrier and documents sent to or from them to characterize Respondent's relationship
- 4.2.11 If proposal will include work that might require access to the private network, (e.g., connection of equipment or monitoring of signals on private research network), RESPONDENT should address their capabilities to comply with DOD requirements for cybersecurity when working on a private research network.
- 4.2.12 If proposing on the Kyle Field DAS Services (Section 3.13 and Exhibit D), Respondent shall provide the following information:
 - a. The proposal shall include a clearly defined, detailed description, strategy and/or approach as it applies to each of the requirements listed in Scope & Requirements section above.
 - b. Proof of certification(s) or plan to complete certification(s).
 - c. Example(s) of actual, real-world notification parameters and procedures for scheduled maintenance and emergency maintenance.
 - d. Detailed information on RESPONDENT's operations center and monitoring (and reporting) capabilities.
 - e. Example(s) of actual, real-world RF measurement results preferably from sports venues.
 - f. Example(s) of actual, real-world quarterly/monthly monitoring and support report, event day system report, and yearly operations review report.
 - g. An overview of interactions with each MNO and characterize the relationship.

4.3 Subcontractors, Contracted Employees, Project Team

- 4.3.1 Describe your use of subcontractors. Do you use subcontractors for any of the services described in Section 3.2? If so, describe in what specific areas. Also, describe how you manage work performed by your subcontractors?
- 4.3.2 Identify essential personnel (by role) that would be assigned to projects within the scope of this RFP.
- 4.3.3 Identify the average number of years of industry experience your essential personnel have.
- 4.3.4 Identify the professional certifications and/or licenses currently held by key personnel.
- 4.3.5 Are all of your equipment installers manufacturer-certified for the installation of the products you recommend/install for cases where such certification exists?

4.4 Engagement Process

Describe the process for engagement by a Member with an awarded Respondent to include any required documents to be completed and executed by the Member to engage the specific services needed, i.e. statement of work, order form, purchase order, etc.

4.5 References

Respondent shall provide at least three (3) references, preferably at least one from an institution of higher education and from a commercial cellular network operator such as AT&T, T-Mobile or Verizon, for services provided within the last five years that are similar to those included in this RFP. Each reference shall include at least the following information:

- Institution/Company name & address
- Contact person name and title
- Contact phone number
- Contact email
- Summary of services provided

4.6 Pricing

4.6.1 **Areas Within Scope:** The A&M System anticipates the pricing to be structured into the areas listed in section 3.2. If other requirements in Section 3 necessitate separate and additional pricing, Respondent shall provide that as well.

Call Out Rates

Repair services to the DAS not covered in the on-going annual maintenance and monitoring fee shall be invoiced at established call out rates. Respondent shall provide call out rates for the following categories:

- Hourly rate for a technician 8:00 am – 5:00 pm Monday – Friday.
- Hourly rate for a full technical crew (including a technician) 8:00 am - 5:00 pm Monday – Friday.
- Hour rate for a technician 5:00 pm – 8:00 am Monday - Friday or any weekend or holiday call-out.
- Hourly rate for a full technical crew (including a technician) 5:00 pm – 8:00 am Monday - Friday or any weekend or holiday call-out.
- Minimum # of hour's charged (if any).
- Cost plus x% of Respondent's cost for all equipment and materials invoiced.
- Other costs and fees not provided above as applicable

Note: The items above are not meant to capture all costs associated with a project awarded as part of any resultant agreement. Items and costs not captured above would be quoted with each individual project.

4.6.2 **Sample Projects:** Provide a price for each of the project examples (I – III) listed below using the pricing submitted in Section 4.4.1 above.

- I. Provide a SOW, project plan and pricing for materials and labor to construct the cellular small cell site depicted in Attachment A.
- II. Produce a DAS using iBwave Design, including coverage plots, a Bill of Material (BOM) and pricing, using the floor plans provided in Attachment B. Respondent must disclose the

manufacturer and model of DAS equipment they recommend to use for this scenario. Assume the DAS will:

- Host 3 commercial cellular operators, with signal source equipment in a remote location connected to this building via fiber
- Each operator will use both AWS and PCS 4G LTE 2x2 MIMO channels
- Each floor will be its own DAS sector
- RSRP greater than -90dBm over 95% or greater of floorspace on each floor
- RSRQ greater than -5dB over 95% or greater of floorspace on each floor

III. Provide a detailed SOW, project plan and pricing for materials and labor to construct the DAS design depicted in Attachment C (DAS Bill of Materials) and Attachment B (DAS Floor Plans).

4.6.3 **Kyle Field DAS Services:** Respondents shall submit pricing to be structured into the components listed below. If other requirements necessitate separate and additional pricing, Respondent shall provide that as well.

- Maintenance and monitoring in-season (September through November) provided as a cost per month.
- Maintenance and monitoring out-of-season (December through August) provided as a cost per month.
- RF Measurements provided as a one-time fee.
- Provide call-out rates for services beyond those included in the maintenance and monitoring. If these rates are the same as those provided in Section 4.5.1, please confirm.

4.7 HUB Subcontracting Plan Form & HUB Participation Plan

It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in prime contracts and subcontracting. The goal of the HUB Program is to promote equal access and equitable opportunity in A&M System contracting and purchasing.

Subcontracting opportunities are defined as those opportunities contracted with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Each Respondent shall indicate what portion(s) of the scope they anticipate to subcontract, if any. The Respondent is required to submit a properly completed HUB Subcontracting Plan (HSP) form **and** a comprehensive, acceptable HUB Participation Plan describing their methodology and plan to attract the interest of, develop business relationships with, and use State of Texas certified HUB vendors to a perform portion(s) of the scope as defined in this RFP.

The HUB participation goal for this RFP is 15% and every effort should be made to meet this goal.

Failure to submit a properly completed HSP form, **and** comprehensive, acceptable HUB Participation Plan will be considered a material failure to comply with the requirements of this RFP and may result in rejection of the response.

HSP Form Requirements

The HSP form shall be completed in accordance with the instructions outlined on the form, which can be found here: [A&M System HSP form](#). The Respondent shall perform Good Faith Effort, as applicable, and fulfill the requirements as stated in the HSP form. The Respondent shall list each anticipated subcontracting opportunity, if any, in Section 2b on the HSP form and complete the applicable attachment (Method A or Method B).

HUB Participation Plan Requirements

The HUB Participation Plan shall be a comprehensive plan which outlines your team's methodology to attract the interest of, develop business relationships with, and use State of Texas certified HUB vendors to perform a portion(s) of the scope of this RFP. The HUB Participation Plan shall accurately represent your team's strategy and methodology, and shall include a response to each of the following prompts, in order:

1. The Respondent shall state whether the company is a Texas certified HUB vendor.
2. The Respondent shall state their team's commitment to properly perform Good Faith Effort, as stated in the HSP form, and to include use State of Texas certified HUB vendors to perform a portion(s) of this scope, if awarded.
3. The Respondent shall discuss their team's methodology and processes to identify subcontracting opportunities related to the scope of work as defined in this RFP.
4. The Respondent shall describe how their team shall identify HUB vendors to invite to bid on subcontracting opportunities connected to the scope of work as defined in this RFP. This shall include the use of the CMBL/HUB Directory (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/tpasscmlsearch.do>) and the development of relationships with minority trade organizations, certification agencies, and development centers.
5. The Respondent shall identify the minority trade organizations, certification agencies, and development centers their team shall correspond with to attract the interest of State of Texas certified HUBs to bid on subcontracting opportunities related to the scope of work as defined in this RFP. A non-comprehensive list of organizations is available on the Texas Comptroller's website.

(<https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>)

Awarded Respondent Requirements

If the Respondent is selected and awarded a project in connection with this RFP, the Respondent may be required to properly complete a separate, project-specific HSP form which identifies the subcontractors anticipates for the scope of work as defined in that agreement prior to beginning performance on the scope of work as defined.

Additional Information & Assistance

For more information or assistance in properly completing this requirement of this RFP, the Respondent may contact Ms. Porschia Tolbert at SO-HUBProgram@tamus.edu. The Respondent may also submit a draft of their team's HSP form and HUB Participation Plan prior to submittal of their response to the RFP for review by Ms. Tolbert. All drafts must be submitted at least five business days prior to the RFP due date.

SECTION 5 - GENERAL TERMS AND CONDITIONS

- A. **TERMS AND CONDITIONS:** A&M System reserves the right to accept, reject, modify, and/or negotiate any and all submittals received in conjunction with this RFP. It reserves the right to waive any defect or informality in the submittals on the basis of what it considers to be in its best interests. Any submittal which A&M System determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. A&M System reserves the right to award to the firm, or firms, which in our sole judgment, will best serve our long-term interest.

This RFP in no manner obligates A&M System to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by A&M System without penalty or obligation at any time prior to the signing of a contract.

The Respondent must include a formal copy of any Respondent terms and conditions applicable to this transaction. Evaluation and acceptance and/or modification of these terms and conditions by A&M System Office of General Counsel are essential prior to the award of any resultant agreement. In the event the Respondent does not supply terms and conditions with their submittal, A&M System terms and conditions will govern this transaction.

- B. **GOVERNING LAW:** Respondent agrees that, in the event of a dispute, laws of the State of Texas will prevail.
- C. **NON-DISCRIMINATION:** The parties agree that in the performance of any contract they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, genetic information, veteran status or disability protected by law. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a submittal, Respondents certify that they will conform to the provisions of the federal Civil Rights Act of 1964, as amended.
- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting a state of qualification, the Respondents certify that they do not and will not, during the performance of any resultant agreement, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
- E. **DEBARMENT STATUS:** By submitting a proposal, Respondents certify that they are not currently debarred from submitting submittals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.
- F. **INDEMNIFICATION AND HOLD HARMLESS:** The Respondent shall defend, indemnify and hold harmless A&M System, its officers, employees and agents, against any and all liability of whatever nature which may arise directly or indirectly by reason of the Respondent's performance under any resultant agreement. The Respondent agrees to protect the State from claims involving infringement of patents or copyrights.
- G. **RESPONDENT LIABILITY:** The Respondent will be liable for any associated costs of repairs for damage to buildings or other A&M System property caused by the negligence of the Respondent's employees.
- H. **EARLY TERMINATION:** A&M System shall have the right to terminate any resultant agreement with the Respondent without penalty after a (30) day written notice of termination to the Respondent under the following circumstances:
1. **Default of Respondent**

It shall be considered a default whenever the Respondent shall:

 - (a) Disregard or violate material provisions of any resultant agreement documents or A&M System instructions, or fail to execute the work according to the agreed upon schedule of completion and/or time of completion specified, including extensions thereof, or fail to reach agreed upon

performance results.

(b) Declare bankruptcy, become insolvent, or assign company assets for the benefit of creditors.

2. Convenience of A&M System

Termination of any resultant agreement if construed by A&M System to be in its best interest for serving the community and its students, faculty, and staff.

Note: Any contract cancellation notice shall not relieve the Respondent of the obligation to deliver and/or perform prior to the effective date of cancellation.

- I. RESPONDENT PAYMENT/BILLING TERMS: Payment of invoices will be made thirty (30) days after receipt of a correct invoice and approval by the applicable department within A&M System.
- J. CIVIL RIGHTS REQUIREMENTS: All Respondents must comply with applicable civil rights laws.
- K. ENTIRE AGREEMENT: Any resultant agreement, when fully executed, shall supersede any and all prior and existing agreements, either oral or in writing, and will contain all the covenants and agreements between the parties with respect to the subject matter of any resultant agreement. Any amendment or modification to any resultant agreement must be in writing and signed by the parties hereto.
- L. SEVERABILITY: It is understood and agreed that if any part, term, or provision of any resultant agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if any resultant agreement did not contain the particular part, term, or provision held to be invalid.
- M. MODIFICATION OF SERVICE: A&M System reserves the right to modify the services during the course of any resultant agreement. Any changes in pricing and rates proposed by the Respondent resulting from such changes are subject to acceptance by A&M System. In the event prices and rates cannot be negotiated to the satisfaction of both parties, resultant agreement may be subject to competitive bidding based upon the new specifications.
- N. PUBLICITY: Respondents must refrain from giving any reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcements, without specific written approval from A&M System.

Information provided to Respondent by A&M System, including but not limited to information from the members, officers, agents, or employees of The Texas A&M University System or any of its members, and information provided to Respondent by members of the public or any other third party shall belong to A&M System.

- O. INDEPENDENT CONTRACTOR: The successful Respondent agrees that in all respects its relationship with A&M System will be that of an independent contractor, and that it will not act or represent that it is acting as an agent of A&M System or incur any obligation on the part of A&M System without written authority of A&M System. As an independent contractor, Respondent will be solely responsible for determining the means and methods for performing the services described. Respondent shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of A&M System relative to conduct on its premises.
- P. CONFIDENTIALITY: In accordance with the Texas Public Information Act, Submittals could be subject to public review after any resultant agreements have been executed. Respondents responding to this submittal are cautioned not to include any proprietary information as part of their submittal unless such proprietary information is carefully identified as such in writing.

Information created, derived, or otherwise produced by Respondent shall remain the exclusive property of Respondent. Respondent acknowledges any final report or papers will be provided in accordance with this

Agreement, and that any information contained in any report or papers, which Respondent believes is confidential under Texas law will be clearly designated as such by Respondent. In the event A&M System receives a request for public information for any portion of any final report or papers that have been designated by Respondent to be confidential, A&M System will provide notice to Respondent and Respondent may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Texas Government Code.

Q. PUBLIC INFORMATION ACT:

- (a) Respondent acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this RFP, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon A&M System's written request, Respondent will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- (c) Respondent acknowledges that A&M System may be required to post a copy of the fully executed Agreement as a result of this RFP on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to any resultant agreement and the Respondent agrees that the resultant agreement can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

R. OWNERSHIP OF DOCUMENTS: Upon completion or termination of any resultant agreement, all documents prepared by the Respondent for the benefit of A&M System shall become the property of A&M System. At A&M System's option, such documents will be delivered to A&M System Procurement Office. A&M System acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, A&M System shall have a recognized proprietary interest in the work product of the Respondent.

S. SUBCONTRACTING: No subcontract or third party personnel will be permitted to perform services described herein, without the written consent of A&M System. Upon written request, the Respondent shall provide copies of all applicable licenses and other written approvals, which may be held by its subcontractors in order to perform the services described herein.

The Respondent shall be fully responsible for all work performed under any resultant agreement from this RFP. The Respondent shall describe who will be, if any, subcontractor(s) for the resultant agreement. No subcontract, which the Respondent entered into with respect to performance under any resultant agreement, shall in any way relieve the Respondent of any responsibility for the performance of its duties under the terms of the resultant agreement. The Respondent shall notify the agency in writing of any changes in subcontracting.

T. INSURANCE: The Respondent shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the A&M System shall not be deemed or construed to have assessed the risk that may be applicable to Respondent under this Agreement. Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Respondent is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

1. Worker’s Compensation

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ compensation policy must include under Item 3.A., on the information page of the workers’ compensation policy, the state in which work is to be performed for A&M System. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

If this coverage is waived by System Risk Management, Respondent, his/her employees and subcontractors must sign a hold harmless and indemnification agreement.

2. Automobile Liability

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

3. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures [Vendor’s] or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. Umbrella Liability Insurance \$5,000,000

5. Professional Liability (Errors & Omissions)

Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Respondent and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Respondent agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration of cancellation of this Agreement.

Respondent shall deliver to A&M System evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by Respondent under this Agreement. Respondent shall provide additional evidence of insurance on a Texas Department of

Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents (“Board of Regents”), The Texas A&M University System (“A&M System”) and A&M System as additional insureds up to the actual liability limits of the policies maintained by Respondent. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.

All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and A&M System.

All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by Respondent under this Agreement. Respondent shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.

Certificates of insurance and additional insured endorsements as required by this Agreement must be mailed, faxed, or emailed to the following A&M System contact:

The Texas A&M University System
301 Tarrow Street
College Station, TX 77840
Attn: Jeff Zimmermann
Facsimile Number: 979-458-6101
Email Address: jzimmermann@tamus.edu

The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by A&M System in writing.

- U. DISPUTE RESOLUTION: The resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and Respondent to attempt to resolve any claim for breach of contract made by Respondent that cannot be resolved in the ordinary course of business. Respondent shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine Respondent’s claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.
- V. VENUE: Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located.
- W. STATE AUDITOR’S OFFICE: Respondent understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Respondent agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Respondent will

include this provision in all contracts with permitted subcontractors.

- X. Respondent shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- Y. Respondent hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- Z. ALTERNATE PROPOSALS: A&M System reserves the right to consider alternate proposals submitted by respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.

- AA. WARRANTIES: In addition to all warranties established by law, Respondent hereby warrants and agrees that:

All goods and services covered by any agreement shall conform to the specifications or other descriptions set forth in the agreement or otherwise furnished or adopted by A&M System, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. A&M System shall have the right of inspection and approval, and may, at Respondent's expense, reject and return nonconforming goods or require re-performance of services which are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by A&M System's failure to notify Respondent upon receipt of goods or completion of services, or by payment of invoice.

All goods and/or services provided under any resultant agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations effect or proposed as of the date of the agreement.

All goods delivered pursuant to any resultant agreement shall conform to standards established for such goods in accordance with any applicable federal, state or local laws and regulations, unless otherwise indicated in the agreement.

- BB. ACCEPTANCE OF SERVICES: All services performed under any resultant agreement shall be to the satisfaction of each agency and in accordance with the specifications, terms, and conditions of the agreement. A&M System reserves the right to review the services performed and to determine the quality and acceptability of such services.
- CC. SALES AND USE TAX: A&M System, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Respondent may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- DD. NON-WAIVER OF DEFAULTS: Any failure of the Agencies at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the Agencies at any time to avail itself of same.
- EE. CONFLICT OF INTEREST: By executing any resultant agreement, Respondent and each person signing on behalf of Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of the resultant agreement, or in the services to which the resultant agreement relates, or in any of the profits, real or potential, thereof.

- FF. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2270 applies to any resultant agreement, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of any resultant agreement. Respondent acknowledges any resultant agreement may be terminated and payment withheld if this certification is inaccurate.
- GG. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Respondent certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges any resultant agreement may be terminated if this certification is or becomes inaccurate.
- HH. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING: Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in any resultant agreement is not ineligible to receive the specified contract and acknowledges that the resultant agreement may be terminated and payment withheld if this certification is inaccurate.
- II. NOT ELIGIBLE FOR REHIRE. Respondent is responsible for ensuring that its employees involved in any work being performed for A&M System under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event A&M System becomes aware that Respondent has a NEFR Employee involved in any work being performed under this Agreement, A&M System will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M System.
- JJ. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION. To the extent applicable, Respondent verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify A&M System.
- KK. ENERGY COMPANY BOYCOTTS. To the extent applicable, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

**EXHIBIT A
EXECUTION OF OFFER**

RFP01 CIO-23-146

DATE:

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's proposal. Failure to complete, sign and return this execution of offer with the proposal may result in rejection of the proposal.

Signing a false statement may void the submitted proposal or any agreements or other contractual arrangements, which may result from the submission of respondent's proposal. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "N/A" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, nor intends 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 response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at A&M System' option, and the Respondent may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of A&M System;
- (v) Respondent has not been an employee of A&M System within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);

- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent’s disqualification;
- (xi) under Section 231.006, Family Code, the Respondent or applicant certifies that the individual or business entity named in this RFP, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that any resultant agreement may be terminated and payment may be withheld if this certification is inaccurate; and,
- (xii) under Section 2155.006, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that any resultant agreement may be terminated and payment withheld if this certification is inaccurate.

Respondent shall provide their Federal Employer Identification Number (EIN), full VENDOR name, address and contact information in the spaces below. Failure to sign manually or with electronic signature (such as DocuSign or Adobe Sign) below will disqualify the proposal response. The person signing the submittal should show title or authority to bind his/her firm in contract.

Federal EIN/Taxpayer ID #: _____

Vendor/Company Name: _____

Authorized Signature: _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

* By signing this RFP, Respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "Respondent"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of A&M System or any employee thereof, or any person, firm or corporation under contract with A&M System whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said A&M System, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or A&M System.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of A&M System, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Notary _____

Subscribed and sworn to before me this

_____ day of _____, 2023.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.

**EXHIBIT C
MEMBER LOCATIONS**

Please indicate with an "X" in the Availability column of the table locations the Respondent is willing to provide services.

SERVICE LOCATIONS	AVAILABILITY
College Station, Texas	
Prairie View, Texas	
Galveston, Texas	
Stephenville, Texas	
Commerce, Texas	
Texarkana, Texas	
Canyon, Texas	
Kingsville, Texas	
Corpus Christi, Texas	
Laredo, Texas	
San Antonio, Texas	
Killeen, Texas	
Dallas/Ft Worth, Texas	
Houston, Texas	
McAllen, Texas	

EXHIBIT D
KYLE FIELD DAS SERVICES
SCOPE & REQUIREMENTS

Scope

The A&M System requires the Distributed Antenna System (DAS) at Kyle Field on the campus of Texas A&M University in College Station be operated, maintained, and monitored to ensure the system is functioning properly for the stadium occupants and Mobile Network Operators (MNO). It is the intent of the A&M System to establish an agreement with a single Respondent for the scope and requirements listed within this exhibit.

Kyle Field DAS Information

The DAS at Kyle Field is a Corning ONE solution supporting 54 sectors. Deployed in 2016, the DAS utilizes 2,000+ fibers fiber circuits and has ~550 DAS Antennas with ~1100 Remotes distributed throughout the stadium. The DAS head-end is located ~2 miles away from the stadium. There are three (3) Mobile Network Operators (MNO) on the stadium system – AT&T, Verizon, and T-Mobile.

Certification

Contractor shall be trained and certified by Corning or in the process of being trained and certified to install, commission, maintain, troubleshoot, and repair a Corning ONE system. Proof of certification or training must be submitted with the proposal response.

Scheduled Maintenance / Scheduled Down Time

Contractor shall perform all necessary scheduled maintenance on the non-Game Day DAS from Monday through Friday between the hours of 7:00 PM and 6:00 AM local time. Contractor shall perform scheduled maintenance on the Game Day DAS from Monday through Friday between the hours of 8:00 AM and 5:00 PM so long as it does not interfere with any special event.

Contractor will establish and follow mutually agreeable notification parameters and procedures for scheduled maintenance and emergency maintenance.

Monitoring

Contractor will monitor the stadium DAS 24 hours per day, 7 days per week, and 365 days per year. The Contractor's monitoring system will capture and distribute alarms to the Contractors' staff and Operations Center. Contractor will analyze and review each alarm to determine the impact. If required Contractor will take the necessary steps to remediate the condition in accordance with agreed-to processes and procedures.

RF Measurements

No later than five (5) weeks prior to the first home game of each season and after coordinating with A&M System, Contractor will walk the stadium utilizing acceptable testing equipment and record test points to verify the signal strength levels are within the baseline levels previously established and to identify any areas of concern. Should a test show a degradation of the DAS, and if directed by A&M System, all MNO(s) will be promptly notified of the findings and will be provided with a recommendation on how to restore the DAS to the baseline levels of service and coverage areas.

On-Site Support

Contractor will have technical staff on site for each of the home games to provide support and address any DAS issues that may arise. Contractor will coordinate and assist the MNOs with any performance concern and or issues that may arise. Certain components of the DAS may not be accessible during games or special events.

Reporting

A monthly monitoring and support report of the DAS will be sent no later than five (5) business days after the end of each month to A&M System and any designated MNO contacts.

Contractor will provide A&M System a game day system report and deliver the report to A&M System no later than three (3) business days following the game or special event. The game day report will identify any performance issues that were identified with detailed corrective actions taken and/or recommendations on required correction.

After the final home game, Contractor will provide A&M System an Operations Review Report indicating, but not limited to the following: monthly DAS power level performance, link budgets, all failures, all DAS outages, all upgrades to the DAS and all power level changes, and other such information as reasonably requested by A&M System.

Contractor will maintain a current detailed inventory of spare parts that are available for the DAS and provide the most current inventory to A&M System in every quarterly monitoring and support report.

Firmware/Software Upgrades

Contractor will maintain all DAS firmware and software upgrades, so that the most current, manufacturer recommended, and stable firmware and software versions are utilized. Costs related to the acquisition of any firmware or software are not the responsibility of the Contractor.

Call Out Events

Contractor will respond to outages at the direction of the A&M System. A&M System may be charged at a pre-established call out rate and will be invoiced for such charges.

DAS Review Meetings

Upon request by A&M System, meetings may be conducted to review the performance of the DAS with the MNOs. Contractor will attend and participate in these meetings at mutually agreeable times and locations. Contractor, as requested, will be responsible for providing applicable performance reports, roadmap(s) for future implementation, and information concerning DAS growth and modifications for discussion during each scheduled meeting.

Performance Standards

Contractor is obligated to meet the following performance standard objectives for the DAS during the entire term of the agreement: (Measured monthly over the term of the agreement)

- Availability must be at least 99.00%
- Initial response to incident must be within specified limits for established priority levels
- Mean time to incident resolution must be within specified limits

General Parameters	Description	Requirement
Availability of the service	- Availability is defined from the perspective of the service provider not the service user; it is a measure of intrinsic quality of service. - Service availability reports should be mapped against objectives. - They should distinguish between normal operating hours, off-hour shifts, and down time as a result of scheduled maintenance. - Availability should be shown by service rather than by component, and should represent user experience.	99%

Performance/Technical Requirements

Contractor will own and operate all optical systems test and repair tools required to test and verify performance of the DAS. Contractor will provide and operate all RF tools required to test and verify signal levels in the DAS and output of the DAS.

Spares

Contractor will be responsible for managing and maintaining A&M System-supplied spare equipment onsite. Contractor will provide a list of recommended spares to A&M System for review and approval. If directed by A&M System, Contractor will purchase the approved spares. Contractor will not be responsible to provide spares not currently available without prior authorization from A&M System. Contractor will not be responsible for any resulting down time should A&M System choose not to purchase a piece of spare equipment that Contractor recommends.

As part of any work request that requires the use of any spare component, the Contractor will include the replacement cost of the spare component in the request. If an incident is resolved utilizing an existing spare component, Contractor will coordinate with A&M System concerning the replacement of the spare.

A&M System understands that not all OEM equipment for the DAS will be purchased by Contractor, and therefore Contractor is not expected to warrant such equipment. Contractor will support A&M System and seek to have the OEM warrant the equipment it did not purchase.

Following the conclusion of any labor warranty period, all work performed by Contractor to repair or replace any equipment or damage shall be performed pursuant to a signed work order between A&M System and Contractor for such work.

In the event the repairs, damage or replacement of equipment is the result of damage by a third party or MNO, Contractor will assist A&M System to pursue the third party or MNO that caused the damage to recover such repair costs at A&M System's sole discretion.