



THE TEXAS A&M UNIVERSITY SYSTEM

Office of Procurement and HUB Program

**REQUEST FOR PROPOSAL
RFP NUMBER: RFP01-RELL-22-129
RELLIS FIBER CONSTRUCTION & ENGINEERING SERVICES**

**PROPOSAL MUST BE RECEIVED PRIOR TO:
2:00 P.M. Central time (CDT) on August 30, 2022**

**EMAIL RFP RESPONSES TO:
soprocurement@tamus.edu
Subject Line: RFP01-RELL-22-129 – RELLIS Fiber Services**

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, 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 contractors who can provide complete campus wide network fiber and copper build-out services at the RELLIS Campus in Bryan, Texas. The contractor, hereafter referred to as “Contractor” or “Respondent”, shall provide all materials, components, tools and labor necessary for the complete audit, locate, build, and restoration of all optical communications work 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 RELLIS Campus. The resultant Agreement(s) will be between the selected Respondent(s) and the A&M System. Other universities and agencies of the A&M System (collectively referred to as “Members” and further described below) may utilize at its discretion any Contractor awarded an Agreement as a result of this 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 Background

The Texas A&M University System is one of the largest systems of higher education in the nation, with a budget of \$9.6 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 RELLIS Campus

Located eight miles from Texas A&M University College Station campus, the RELLIS Campus sits on 2,300 acres which includes high-tech, high-impact research facilities for technology development, testing and commercialization and a collaborative education complex to offer multiple academic degrees from many universities within the A&M System and Blinn College, as well as offer opportunities for workforce skills training to the surrounding communities. The long-term development of this innovative campus is distinct and unique from conventional real estate development. In addition to the teaching and research facilities, planned future supporting facilities will include student and faculty housing, retail, dining, conference and expo spaces which are considered essential to the future growth and development of the RELLIS Campus. More information about the RELLIS Campus and the RELLIS Campus Master Plan can be found at <https://rellis.tamus.edu/faqs/>

1.4 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 a Respondent that will ensure the provision of such quality in its delivery of service through proven training techniques and established metrics.

- (b) *Level of Experience and Expertise.* Respondent 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.* Respondent 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.

1.5 Pre-proposal Conference

A pre-proposal conference is scheduled for August 16, 2022 at 2:30PM CDT. Attendance is NOT mandatory at this conference, however it is highly encouraged that interested parties attend. Exact location is still to be determined and a notice of this information will be provided as soon as available. 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 and the notice will be sent to you directly once available.

1.6 Calendar of Events

Activity	Date
Release of Request for Proposal	July 28, 2022
Pre-proposal Conference	August 16, 2022
Deadline to Submit Questions	August 18, 2022
Release of Addendum (if applicable)	August 23, 2022
Responses Due	August 30, 2022 by 2:00 p.m. CDT
Interviews (if applicable)	TBD
Selection of Respondent	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 is in accordance with its policies, rules and regulations, as well as actual timing needs.

1.7 Performance Period

Should A&M System, in its sole discretion, enter into an Agreement with the 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.

SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

2.1 General Information

The A&M System is seeking proposals from qualified firms, hereafter referred to as “Respondent” and/or “Contractor”, who can provide complete campus wide network fiber and copper build-out services 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.

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.

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. CDT, August 30, 2022** electronically via email to soprocurement@tamus.edu with the subject line of **“RFP01-RELL-22-129 RELLIS Fiber Construction & Engineering”**. 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 Respondents 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)
 - Section 4 – Proposal Response (Sections 4.1 – 4.4)
 - Note that document submittals of qualifications for Section 4.2 may be submitted as a separate file.

II. Forms

- ✓ Signed Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – signed and notarized
- ✓ Member Locations (Exhibit C)
- ✓ HUB Subcontracting Plan (Section 4.5)

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, 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 August 18, 2022.**

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 1.4. [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, knowledge, and qualifications of the Respondent in respect to the services offered; 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 Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and executed with that Respondent. 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 General

The A&M System and RELLIS Campus (“RELLIS”) seek to identify qualified contractors who can provide complete RELLIS campus wide network fiber build-out services. The intent of this RFP is to establish a primary Contractor (“Primary”) that will be responsible for providing the services described in each of the sections below, as well as a management role to document and inventory all fiber (current and new) within the RELLIS Campus. The management role is further defined in section 3.10 below.

In addition to the primary vendor, additional Contractors (“Secondary”) may be selected for inclusion in a pool to provide the fiber construction services listed within Section 3.6 below on an as needed basis. Please note that other Members of the A&M System may choose to utilize the primary and/or one of the Secondary Contractors for services included in this RFP as needed. Please indicate your capability and interest in providing services to the other Members in Exhibit C – Member Locations.

Each Respondent to this RFP shall provide a complete response for each item in the remaining sections (3.2 – 3.14) below. Providing only a reference to pages in other documentation will not necessarily constitute a valid response.

3.2 Staffing Levels

- 3.2.1 Will your organization assign one or more permanent representative(s) to service the RELLIS campus?
- 3.2.2 Please indicate how RELLIS will be notified of changes in the Contractor's reporting structure, personnel assigned to the A&M System account, and any reorganizations that will affect the management of the A&M System account.
- 3.2.3 Does the Contractor commit to providing continuous account servicing (i.e. periodic check-ins, feedback requests, etc.) to the RELLIS campus throughout the life of any resultant Agreement?

3.3 Contractor System Testing

- 3.3.1 Describe your organization's testing and certification process for completed fiber installations and fiber segments. Minimally, your response should include information about:
- Basic function testing
 - Technical performance/certification
 - Capacity testing
- 3.3.2 Specify your organization's acceptable testing results for each of the areas noted above. Indicate how acceptable performance is verified prior to turning over the system, service and/or equipment to RELLIS.
- 3.3.3 Indicate how RELLIS will be involved in your system testing and evaluation processes.
- 3.3.4 Provide samples artifacts or examples of the type of reports/documents you typically provide/produce for acceptable testing results.
- 3.3.5 If a component or system fails during testing, how are they addressed?

3.4 Acceptance Testing

- 3.4.1 Under the terms of any resultant agreement, after installation is complete, A&M System will require a 90-day warranty period. During this time, any problems or issues that arise from the installation will be repaired in a timely manner. Respondent shall provide information in the proposal response

to address service level expectations and commitments within the warranty period. This information shall include how long it will take for the Contractor to identify, provide a solution and resolve any issue with an installation.

- 3.4.2 Explain how issues of non-performance that arise during the RELLIS acceptance testing period will be addressed.
- 3.4.3 Identify the recourse RELLIS has if disagreements regarding the acceptable performance of the system, service or equipment cannot be addressed to RELLIS' satisfaction.

3.5 Service Level Agreements (SLA)

- 3.5.1 Do you offer any service level agreements (SLA) related to the fiber effort completed as part of any resultant agreement? If yes, please attach a copy of your standard SLA. Clearly label it and submit it with your response.
- 3.5.2 If you offer an SLA or an optional maintenance agreement, please answer the following questions. Otherwise, please respond to the next section of this RFP.
- a. Describe your organization's escalation procedures.
 - b. What triggers an escalation under your organization's SLA?
 - c. Describe the support that is available to assist with escalated issues under your SLA.
 - d. Indicate the recourse available for breach of the SLA.

3.6 Services potentially required

Please discuss your ability to provide each of the following fiber construction services:

3.6.1 Cable and Conduit:

- trenching
- plowing (including the use of specialized equipment such as rock saws)
- directional boring
- handhole placement
- pulling subduct
- pulling fiber cable
- pulling mule tape
- fiber splicing

3.6.2 Inside Installation:

- mounting patch panels
- coordination with RELLIS Operations
- splicing

3.6.3 Outside Installation; provide all materials needed to perform project duties (splice trailer, clean air fan, tents, etc.)

3.6.4 Aerial fiber construction

3.6.5 Fiber Optic Cable placement

3.6.6 Fiber Optic Cable Splicing

3.6.7 Please discuss your ability to procure and work with a range of project materials, including stranded fiber.

- 3.6.8 Identify the type and size range of stranded fiber optic cable your company has specific experience with providing and installing.
- 3.6.9 Please discuss any challenges you may anticipate when working with very large multi-strand fibers.
- 3.6.10 Conduits; Identify the type and size range of conduits your company has specific experience with providing and installing.
- 3.6.11 Handholes and Manholes; Identify the type and size range of handholes and manholes your company has specific experience with providing and installing.
- 3.6.12 Fiber projects require the ability to procure a wide range of very common project materials (e.g., splice cases, fiber markers, aerial support strands, pole clamps, etc.), as well as low-use, and/or specialty items that may be required for specific or unique applications. How does your company handle supply chain management? What is your existing contact with suppliers?
- 3.6.13 Describe the connection services you provide to connect/incorporate existing networks or network segments into a new project design.
- 3.6.14 811 Locates

3.7 Possible Product Families

Describe your company's use of the following list of product/product families including any discounts off list price and labor rates.

- Corning cables
- 3M Splice cases
- Hubbell Quazite Handholes
- Armorcast Handholes
- Pull tape / Detectable mule tape
- Manhole
- Preformed Splice cases
- CommScope Splice cases
- Aerial fiber latching/mounts
- Subduct
- Splice case accessories
- Pigtails - all types
- Patch panels – Pre-connectorized Stub panels (Corning) - minimum length of 50 meters
- Fiber locate poles with notation "RELLIS IT Fiber"
- Splice case mounting
- Splice sleeve protector
- Corning FDC Panels
- Corning WIC Panels
- Foam Sealant

3.8 Permitting and Right-of-Way Services

Describe your ability to identify and provide permitting services, right-of-way entry management like railroad ROWs, pole attachment agreements and similar access management services associated with a fiber build-out project.

3.9 Project Management, Inspections, Environmental Studies

- 3.9.1 Describe in detail the project management services you provide for fiber buildouts. Will a certified project manager be assigned to each build-out project?
- 3.9.2 Describe in detail how your company manages and arranges for inspections. Are company personnel on-site during the actual inspection?
- 3.9.3 Describe in detail your ability to provide or arrange for any required environmental studies.

3.10 Management - Design, Engineering and Documentation Services

- 3.10.1 RELLIS Operations has standardized campus fiber documentation by use of the application known as PatchManager (<https://www.patchmanager.com>). Account access for the winning Contractor of this RFP will be provided so that moves/adds/changes are properly documented within the application. As an initial project for the winning bidder – please quote your bid for documentation of all current fiber, conduit, innerduct, splices, fiber patch panels in PatchManager.
- 3.10.2 All entry of data into the documentation system must come from electronic data sources (ex: Trimble GPS data files) handwritten documents or notes are not an appropriate source. Original data files from the gathering device must also be provided for archival and imported directly into the documentation application (noted in 3.10.1) as well as the ability to be imported into ArcGIS.
- 3.10.3 Describe the design, engineering and documentation services that will be included as part of each project. The purpose of this is for the Contractor to provide estimated route and cost of project to RELLIS Operations for their approval. Minimally, your description should discuss:
- Project Design Mapping services
 - Site preparations (staking/marketing/flagging/permitting, etc.)
 - Schematics (Producing footages/overall fiber project layout, etc.)
 - Documentation (Drawings/Scope of Work/Splice Diagrams/Product price list, etc.)
 - As-builts
 - Consult and coordinate with RELLIS Operations
 - Attend fiber planning meetings

3.11 Subcontractors, Contracted Employees, Project Team

- 3.11.1 Describe your use of subcontractors. Do you use subcontractors on fiber buildouts? How do you select subcontractors? What work do subcontractors typically perform? Who is responsible for the direct management of your subcontractors?
- 3.11.2 Does your organization provide all project services using permanent employees? If not, which portions of a project do contracted personnel typically perform?
- 3.11.3 Please identify the essential project personnel (by role) that would be assigned to a fiber build-out project.
- 3.11.4 Please identify the average number of years of industry experience your essential project personnel have.
- 3.11.5 Please identify the professional certifications and/or licenses currently held by key project personnel.
- 3.11.6 Are all of your equipment installers manufacturer-certified for the installation of the products you recommend/install?
- 3.11.7 Do all of your contractor/subcontractors have certification/training for confined spaces? Provide accreditations for this training.

3.12 Geographic Limitations and Service Areas

Describe your geographic limitations as they relate to providing fiber and copper build-out services specifically for the RELLIS Campus. Include information as to where service will be provided from, expected timeframe for response to a requested service, and any other information necessary to demonstrate commitment to the RELLIS Campus.

3.13 Project Design

- 3.13.1 Please describe your organization's process for preparing an initial project design.
- 3.13.2 How will design requirements and recommendations be communicated to RELLIS?
- 3.13.3 How will changes that affect the cost of a project be communicated to RELLIS?

3.14 Payment and Performance Bonds

Individual projects awarded as a result of any resultant agreement will 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.

- 3.14.1 Do you anticipate any difficulty obtaining a payment or performance bond associated with a project under any resultant agreement?
- 3.14.2 Has your organization ever been denied a payment and/or performance bond? If so, describe the reasons for this denial.
- 3.14.3 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.

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 Agencies.
- 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 Qualifications

- 4.2.1 Submittals: The following shall be submitted with the proposal response.
- Submit a resume and copy of Building Industry Consulting Services International (BICSI) Registered Communication Distribution Designers (RCDD) certificate for Contractor's project RCDD's. A minimum of four full time RCDD's are required.
 - A list of technical product education (training) BICSI CEC's completed by the Contractor's project technical personnel.
 - All members of the team must be certified by the manufacturer as having completed the necessary training to complete their part of the installation. Submit copies of certificates of manufacturer training for each installation team member.
 - Submit current OTDR manufacture tester certification or a third-party certification for fiber optic cable test technicians.
 - Optical Installation foreman must be BICSI certified Technician and shall not be replaced during the duration of the job. All installation members must have complete BICSI Installer Level II or higher training courses. All certifications must be current.
 - The Contractor shall review Codes and Standards Section - Latest issue and addendums and state a thorough understanding and compliance or exception.
- 4.2.2 Product Data: The following shall be submitted with the proposal response.

- Submit Product Data sheets for each type of product indicated below. Product data to include, but not limited to, materials, finishes, approvals, load ratings, and dimensional information.
 - Submittals shall include the manufacturers cut sheets for the following:
 - Equipment enclosures and/or racks
 - Fiber optic and balanced twisted pair cable
 - Patch cords and cross connect media
 - Connectors and termination hardware
 - Protection hardware
 - Fire stopping materials
 - Fluke DSX-5000 fiber optical and OTDR certification tools to be used for fiber channels
 - Product Data manufacturer's literature sheets for all materials and equipment, including a copy of the proposed warranty, recommended preventative maintenance and spare part inventory recommendations. Literature containing more than one device shall be highlighted and clearly marked to delineate item(s) included in the work. Clearly indicate color or special finishes.
 - Submittals shall be original catalog sheets or photocopies thereof. Facsimile (fax) sheets will not be accepted.
 - Manufacturer and Contractor statement of RoHS: Restriction of Certain Hazardous Substances Compliance.
- 4.2.3 Design and Installation Certificates: Provide cable manufacturer's certification that Respondent is authorized by manufacturer to install registered (warranty) cabling system. All work done by respondent for any resultant agreement must be in line with manufacturer's best practice and not void manufacturer's product warranty.
- 4.2.4 Shall have advanced theory and practical knowledge in the following. Qualifications required for optical restoration, construction, asset management, and restoration projects.
- Knowledge of all optical transport networking and certifications (OTN)
 - Practical knowledge of outside plant construction
 - Optical fusion splicer
 - Power Meter and Light Source
 - Optical time domain reflectometer
 - 3M™ Dynatel™ Cable/Pipe/Fault Locator 2273-E5T3
 - 3M™ Electronic Marker System (EMS) Ball Markers per GCA
 - Provide As-Built detailed documents
 - Provide butterfly As-Built of all handholes and maintenance vaults
 - Site Surveys
 - Design and Consulting
 - Audit, demo and restoration services
- Please note: The above services will be broken down into billing units for RELLIS staff to provide a rough order of magnitude for, Break Fixes, Locates, and new construction projects.*
- 4.2.5 Submittals shall be original catalog sheets or photocopies thereof. Facsimile (fax) sheets will not be accepted.
- 4.2.6 Manufacturer and Contractor statement of RoHS: Restriction of Certain Hazardous Substances Compliance.

4.3 References

A minimum of five (5) representative facilities cabling projects (preferably educational facilities) must be submitted to include the company/school's name, cost of the cabling project and technical contact person at the school including phone number and email address.

4.4 Pricing

4.4.1 Respondents shall provide the labor rates and current materials costs per the items listed below. The labor rates shall be valid for the initial term of any resultant agreement.

Labor Rates:

- What is your price of trenching per foot?
- What is your price of pulling fiber per foot?
- What is your price for pulling innerduct per foot?
- What is your price for splicing and termination of SM – ST?
- Do you have an engineering charge? If yes, please provide all applicable rates.
- What is your price for an OTDR test of existing fiber?
- What would you charge to document (using PatchManager program) the current fiber, conduit, innerduct, fiber patch panels and fiber connections at RELLIS?
- Do you charge for 811 locates? If so, how much per locate?
- Do you have a charge for documentation of moves/add/changes whether you or someone else makes the change (for example: what if RELLIS personnel change a cross connect fiber patch cable?) What would you charge to update the documentation in the application to note the change?)

Materials:

- What is your current price of SM fiber 288, 144, 48, 12 (strand count) per foot?
- Describe how you price materials for projects within the scope of this RFP.

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.

4.4.2 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. You are tasked with installing 24 pair (48 strand) SM fiber between two buildings that are 600 feet apart. The fiber will need to be pulled through existing conduit that comes up in each bldg.'s communications closet. An existing handhole (mid-way) would be available if necessary for the install. The communications closet will have an existing plywood board to affix a fiber breakout box using ST terminal connections. What is the cost and lead time for such a project?
- II. You are tasked with installing a 24 pair (48 strand) SM fiber between a building and a manhole that is 400 feet away. You will need to provide a splice case and splice the fiber into the existing loop fiber within the manhole as well as provide the fiber breakout box using ST connections within the building. The conduit pathway is already in place. What is the current cost and lead time for such a project?

- III. If you had to provide the trench and conduit pathway along with plastic innerduct with pull strings (for project 2 above with (2) 4" sch 80 pvc conduits encased in rebar re-enforced concrete. What is the current cost and lead time for the project?

4.5 HUB Subcontracting Plan

It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

Subcontracting opportunities are possible for this RFP and therefore a HUB Subcontracting Plan (HSP) is **required**. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the RFP and will result in rejection of the submittal.

Based on the scope of this RFP, Respondents must determine if they can perform the entire scope with their own resources or if it will be necessary to subcontract any portion of the scope. Subcontracting opportunities are defined as those opportunities contracted with a vendor to provide services, supply commodities, or contribute toward completing work for a governmental entity. **The HUB participation goal for this RFP is 11% for Other Services and every effort should be made to achieve this level of participation.**

The instructions for completing the HSP are provided below. The HSP submitted with this RFP shall become part of any resultant agreement.

A. RFP Submission Requirements:

The following items (1-2) must be submitted with your RFP response in order to meet the HUB Subcontracting Plan requirements.

- 1) HUB Subcontracting Plan (HSP): Complete the [A&M System HSP form](#) by submitting Sections 1, Section 2, Section 4, and Method A or Method B as applicable based on the response to Section 2c-d. If subcontracting, **the applicable HUB participation goal for this RFQ is 11% (Other Services) and every effort shall be made to obtain this goal.** Respondent shall list opportunities in Section 2b that are anticipated on a project within the scope of this RFP. Percentages are not needed at this time.

Self-Performing: If the Respondent is completing as self-performing, a statement shall be provided which attests that the entire scope of work shall be performed with its own employees and resources. The sections in the HSP form to be completed are Section 1, 2a (check "No"), 3 (with your statement included in the open text field), and 4. The additional information requested below is not needed for self-performing plans.

- 2) Supporting Documentation (if applicable): If Method B is being used based on the response to Section 2c-d, inclusion of supporting documentation is required as stated within Method B, Section B-3.

B. Awarded Respondents:

If awarded a project as a result of any resultant agreement, the Respondent may be required to complete a revised HSP in full to identify the subcontractors needed for specific assigned projects and the applicable scope. The revised HSP shall include applicable percentages for each opportunity listed.

For information regarding the HUB Subcontracting Plan requirements, please contact Porschia Tolbert at soprocurement@tamus.edu for assistance in proper completion of the HSP. Respondents have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Ms. Tolbert.

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. With the exception of Professional Liability (E&O), 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, 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.

Coverage

Limit

1. **Worker’s Compensation**

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

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;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Commercial General Liability

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 will be issued on a form that insures Respondent’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Respondent as additional insured’s.

3. Respondent will 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 after the execution and delivery of this Agreement and prior to the performance of any services by Respondent under this Agreement. Additional evidence of insurance will be provided 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.

All insurance policies, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and A&M System as Additional Insureds up to the actual liability limits of the policies maintained by Respondent. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of

Regents of The Texas A&M University System, The Texas A&M University System and A&M System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

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 required in this Section.

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 is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will 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: zimmermann@tamus.edu

The insurance coverage required by this Agreement will 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 RELL-22-129

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 _____, 2022.

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	