



# THE TEXAS A&M UNIVERSITY SYSTEM

Office of HUB & Procurement Programs

## **REQUEST FOR PROPOSAL**

### **Kyle Field DAS Maintenance and Monitoring**

**RFP NUMBER: RFP01 INRE-16-022**

**PROPOSAL MUST BE RECEIVED PRIOR TO:  
2:00 P.M. Central time (CT) on August 18, 2016**

**MAIL, HAND DELIVER, AND/OR  
EXPRESS MAIL PROPOSAL TO:**

**The Texas A&M University System  
HUB & Procurement Programs  
301 Tarrow 3<sup>rd</sup> Floor, Suite 366  
College Station, TX 77840  
Attn: Jeff Zimmermann**

Show RFP Number, Opening Date and Time on Return Envelope

**NOTE:** PROPOSAL must be time stamped at **The Texas A&M University System** Office of Procurement and HUB Programs before the hour and date specified for receipt of Proposal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of RESPONDENTS will be made public. Prices and other proposal details will only be divulged after a contract is executed, if any. Proposals and any other information submitted by RESPONDENT in response to this Request for Proposal shall become the property of TAMUS.

#### **REFER INQUIRIES TO:**

**Jeff Zimmermann, Director  
The Texas A&M University System  
HUB & Procurement Programs**

**Email: [jjzimmermann@tamus.edu](mailto:jjzimmermann@tamus.edu)**

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. **Refer to Section 2.7 for more information regarding public information.**

**TABLE OF CONTENTS**

SECTION 1. INTRODUCTION \_\_\_\_\_ 3

- 1.1 Scope..... 3
- 1.2 Background ..... 3
- 1.3 Priorities/Expectations ..... 3
- 1.4 Performance Period..... 4

SECTION 2. INSTRUCTIONS FOR RESPONDENTS \_\_\_\_\_ 5

- 2.1 Calendar of Events ..... 5
- 2.2 Pre-proposal Meeting ..... 6
- 2.3 Examination of the Request for Proposal..... 6
- 2.4 Submittal Instructions ..... 6
- 2.5 Proposal Components..... 6
- 2.6 Inquiries and Interpretations ..... 7
- 2.7 Selection Process..... 7
- 2.8 Public Information Act..... 8
- 2.9 HUB Subcontracting Plan ..... 8

SECTION 3. REQUIREMENTS \_\_\_\_\_ 10

- 3.1 Definitions..... 10
- 3.2 Kyle Field DAS Information..... 10
- 3.3 Certification..... 10
- 3.4 Scheduled Maintenance ..... 10
- 3.5 Monitoring ..... 10
- 3.6 Quarterly RF Measurements..... 11
- 3.7 Football Season On-Site Verification ..... 11
- 3.8 Reporting..... 11
- 3.9 Firmware/Software Upgrades ..... 11
- 3.10 Call Out Events ..... 11
- 3.11 DAS Review Meetings..... 11
- 3.12 Performance Standards..... 12
- 3.13 Performance/Technical Requirements ..... 12
- 3.14 Performance Improvement Plan..... 13
- 3.15 Monitored Equipment ..... 13
- 3.16 Spares..... 14

SECTION 4. PROPOSAL RESPONSE \_\_\_\_\_ 15

- 4.1 Company Profile ..... 15
- 4.2 Technical Proposal ..... 15
- 4.3 References..... 16
- 4.4 Pricing ..... 16

SECTION 5. GENERAL TERMS AND CONDITIONS \_\_\_\_\_ 17

Exhibit A – Execution of Offer..... 23

Exhibit B – Non-Collusion Affidavit..... 25

## SECTION 1 - INTRODUCTION

### 1.1 Scope

The Texas A&M University System (TAMUS) is soliciting proposals for a company to perform scheduled maintenance and comprehensive monitoring of the Distributed Antenna System (DAS) at Kyle Field on the campus of Texas A&M University in College Station, Texas in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP). It is the intent of TAMUS to establish an agreement with a qualified company for the requirements listed.

By submitting responses, each RESPONDENT (also sometimes referred to herein as “Vendor” or “Contractor”) 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 statewide network of eleven (11) universities, seven (7) state agencies and a comprehensive health science center. The Texas A&M University System educates more than 140,000 students and makes more than 22 million additional educational contacts through service and outreach programs each year. System-wide, research and development expenditures exceeded \$946 million in FY 2015 and helped 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/>.

Texas A&M University (TAMU), with its main campus located in College Station, Texas, is the flagship member of The Texas A&M University System.

Established in 1876, Texas A&M University is one of the largest and most diversified institutions of higher learning in the nation, with a record enrollment of more than 60,000 students on the main campus. As one of the world’s leading research institutions, with expenditures of more than \$866 million, Texas A&M is conducting cutting-edge research that is changing lives worldwide and helping to stimulate the Texas economy. One of a select few institutions to hold triple federal designation as a land-, sea- and space-grant university, Texas A&M develops leaders of character dedicated to serving the greater good. More than \$800 million in new construction or renovations to existing facilities on the 5,000-acre campus is either under way or in the planning stages. Texas A&M also is home to the George Bush Presidential Library and Museum.

### 1.3 Priorities/Expectations

RESPONDENTS should note the following priorities/expectations with regard to the possibility of TAMUS 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 TAMUS customers in a timely, cost effective manner. TAMUS 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 TAMUS. RESPONDENT shall provide information describing the RESPONDENT’S managed services and project execution experience, including the experience of the resources, account managers, and other key personnel on similar engagements, including past experience within The Texas A&M University 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 a Tier I research System.
- (d) *Financial Stability.* RESPONDENT must demonstrate its financial stability and capabilities in providing the required solution.

#### **1.4 Performance Period**

Should TAMUS, in its sole discretion, enter into an agreement with the successful RESPONDENT as a result of this RFP, the initial agreement shall be effective upon execution for a period of two (2) years. The agreement may be renewed for three (3) additional one-year terms, providing all parties mutually agree on the renewal. Any renewals shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the successful RESPONDENT.

## SECTION 2 – INSTRUCTIONS FOR RESPONDENTS

Proposals and any other information submitted by RESPONDENT in response to this Request for Proposal shall become the property of TAMUS.

This RFP outlines requirements as specified in Section 3. 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.

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of RESPONDENT's ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content and responsiveness to the offer requirements. Expenses for developing and presenting submittals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to TAMUS. All supporting documentation and manuals submitted with this submittal will become the property of TAMUS unless otherwise requested by the RESPONDENT, in writing, at the time of submission, and agreed to, in writing, by TAMUS.

All technical questions concerning this RFP are to be directed to Jeff Zimmermann, Director, Procurement and Business Services, in writing, at [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu). RESPONDENT may not contact other individuals at TAMUS 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 attachment, should be presented in writing. **Deadline for submission of questions is by 5:00 p.m. CT August 10, 2016.** TAMUS will publish all questions with responses according to the schedule in Section 2.1.

### 2.1 Calendar of Events \*

<u>Activity</u>	<u>Date</u>
Release of Request for Proposal	August 3, 2016
Pre-proposal Meeting	August 8, 2016
Deadline to Submit Questions	August 10, 2016
Release of Addendum (if applicable)	August 15, 2016
Responses Due	<b>August 18, 2016 by 2:00 p.m. CT</b>
Evaluation of Submittals	TBD
Selection of Respondent	TBD

- \* TAMUS 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 TAMUS and/or in the event TAMUS 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.

## 2.2 Pre-proposal Meeting

A pre-proposal meeting will be held at the Hensel head-end building located at 3195 Floriculture Rd., College Station, TX 77840 on **August 8, 2016 at 2:00** pm. A site visit immediately following the pre-proposal meeting at Kyle Field will be available. Parking for the site visit is available in the University Center Parking Garage and attendees are responsible for the parking fees (<http://transport.tamu.edu/Parking/visitor.aspx>). Attendance at this pre-proposal meeting and site visit is not mandatory.

## 2.3 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined TAMUS 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."

## 2.4 Submittal Instructions

All submittals must be received by TAMUS, no later than **2:00 p.m. CT, August 18, 2016** in a sealed envelope or box marked "**RFP01 INRE-16-022 Kyle Field DAS**".

**Submittals are to be submitted to:**

**MAIL, HAND DELIVER, AND /OR  
EXPRESS MAIL SUBMITTAL TO:  
The Texas A&M University System  
Office of HUB & Procurement Programs  
301 Tarrow, 3<sup>rd</sup> Floor, Suite 366  
College Station, TX 77840  
Attn: Jeff Zimmermann**

Late submittals will not be considered under any circumstances. Late submittals properly identified will be returned to RESPONDENT unopened.

Telephone and/or facsimile (Fax) submittals are not acceptable under any circumstances.

## 2.5 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 will be basis for response disqualification.

- ✓ **Signed** Execution of Offer (Exhibit A)
- ✓ Non-Collusion Affidavit (Exhibit B) – **signed and notarized**
- ✓ Certification (Section 3.3)
- ✓ Section 4, Company Response

**RESPONDENT shall provide one (1) original copy, three (3) additional hard copies, and two (2) electronic copies of the complete RFP response as specified above. Note: The electronic copy shall be combined in a single file.**

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response.

**NOTE:** The original signature on the ONE (1) original copy will serve as the official signature of record for all electronic copies. The proposal must be manually signed by a person with authority to bind the RESPONDENT under a contract.

Submittal response package (envelope/box/carton) must indicate on the lower left-hand corner the RESPONDENT's company name and address, and the RFP number and opening date.

Submittals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward and concise description of the RESPONDENT's service, approach and ability to meet TAMUS' needs as stated in this RFP. Schedules and Exhibits must be clearly identify and defined.

## **2.6 Inquiries and Interpretations**

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). It is the responsibility of the RESPONDENT to check the ESBD for any and all addenda issued for this RFP. All such addenda issued by TAMUS 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 in their proposal.

Only those TAMUS replied to inquiries which are addressed by a formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

## **2.7 Selection Process**

TAMUS will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the solution and related services; and if other considerations are equal, give preference to a RESPONDENT whose principal place of business is in the state or who will manage the contract wholly from an office in the state.

The RESPONDENT selected will be the one who's experience and qualifications, as presented in response to this RFP, establish them, in the opinion of TAMUS, as well qualified and offering the greatest benefits, experience and value to TAMUS. TAMUS 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 TAMUS 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.

Submission of proposals indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by TAMUS during the evaluation process.

The selection of the successful proposal may be made by TAMUS 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 TAMUS on the basis of negotiation with any of the RESPONDENTS. TAMUS 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, TAMUS 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.

TAMUS will perform reference checks and seek further information, as needed from all RESPONDENTS whose proposals TAMUS, at its discretion, considers viable, based on the initial evaluation and scoring. The RESPONDENT's response to this requirement officially authorizes TAMUS 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 TAMUS and RESPONDENT shall and hereby does release and hold harmless TAMUS, the state of Texas, and the 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.

TAMUS 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.

## 2.8 Public Information Act

- (a) RESPONDENT acknowledges that TAMUS 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 TAMUS written request, RESPONDENT will provide specified public information exchanged or created under this RFP that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMUS has a right of access.
- (c) RESPONDENT acknowledges that TAMUS 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*.

## 2.9 HUB Subcontracting Plan

It is the policy of the state of Texas and TAMUS 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 TAMUS 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. The HUB Subcontracting Plan shall be submitted with the RFP response by the date and time specified.

The HSP form can be found at:

[http://assets.system.tamus.edu/files/budgets-acct/pdf/hub\\_reports/HSP\\_rev0915.pdf](http://assets.system.tamus.edu/files/budgets-acct/pdf/hub_reports/HSP_rev0915.pdf) .

Complete the HSP and submit it in a separate envelope within the RFP package. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the RESPONDENT shall list those



vendors as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the vendor will be expected to make a good faith effort according to the HSP instructions.

If the RESPONDENT is completing as **self-performing** a statement which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources is required. The sections in the HSP form to be completed for self-performing are Section 1, 2a (check No), 3 with your statement included in the open text field, and 4.

For more information regarding the HUB Subcontracting Plan requirements or assistance in determining available HUB subcontractors and proper completion of the HSP, please contact Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu). RESPONDENTS have the opportunity to submit a draft of the HSP prior to submittal of their response to the RFP for review by Mr. Zimmermann.

## SECTION 3 – REQUIREMENTS

**The requirements to be included in the scope of work of this RFP shall include:**

### 3.1 Definitions

Football Season. Football Season begins five (5) calendar days prior to the first scheduled home game in Kyle Field and ends three (3) calendar days following the last home game in Kyle Field.

Monitoring. Monitoring includes the digital and visual view of the DAS components and its operational health via a remote connection from Contractor's operations center. As part of the monitoring process, Contractor receives alarms and is able to perform some corrective actions such as re-setting performance levels and making adjustments to the component settings.

Non-Seasonal DAS. Sections of the stadium (primarily in the North, East, and South on the 100 level and Transition Sectors) that are utilized year round (offices, classrooms, workspaces, and meeting rooms).

Seasonal DAS. The sections of the stadium that are not Non-Seasonal DAS areas including but not limited to West 100 level, suites, bowl and press areas, levels above 100.

Special Event. Any events open to the public or student/faculty/staff population of Texas A&M University that occurs in Kyle Field. At the discretion of Owner, Contractor will treat this event as if it is a football game.

Owner. The Texas A&M University System.

### 3.2 Kyle Field DAS Information

The DAS system 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 through 25 IDF Closets. The DAS head-end is located ~2 miles away from the stadium.

### 3.3 Certification

Contractor shall be trained and certified by Corning to maintain a Corning ONE system. Proof of certification must be submitted with the proposal response.

A Contractor may be selected if training and certification is not complete but is in-process and will be completed prior to January 1, 2017. In lieu of the certificate the RESPONDENT shall provide with the proposal response a certification plan that describes the process and when certification is expected. This plan will be part of the evaluation process and may be grounds for disqualification. If certification is not obtained by January 1, 2017, the agreement may be terminated.

### 3.4 Scheduled Maintenance / Scheduled Down Time

Contractor shall perform scheduled maintenance on the non-seasonal 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 seasonal 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 mutually agreeable notification parameters and procedures for scheduled maintenance and emergency maintenance.

### 3.5 Monitoring

Contractor will monitor the Non-Seasonal DAS 24 hours per day, 7 days per week, 365 days per year, and will monitor the Seasonal DAS 24 hours per day, 7 days per week, for the duration of the Football Season via a secured network connection. The Seasonal DAS will be monitored outside of the Football Season at a minimum of Monday through Friday, except for national holidays, between 8am and 5pm local time; however, incidents will be handled at a lower priority. The DAS will capture and distribute alarms to the Contractors' staff and

Operations Center. Contractor will immediately analyze and review each alarm to determine the impact of the alarm and, if required, will take the necessary steps to clear the alarm. In addition, Contractor will, at least once each business day, access the DAS and verify that no condition exists that requires attention. If required, Contractor will take the necessary steps to remediate the condition. Contractor will review the alarm history log since the last log-in in case error notification did not occur. Saturday, Sunday and national holiday logs will be reviewed on the next business day(s), except during Football Season.

### **3.6 Quarterly RF Measurements**

At least once each quarter of the year, Contractor will walk the venue using 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, Owner, and if directed by Owner, all carrier(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. The schedule of the quarterly RF measurements will be coordinated with the Owner.

### **3.7 Football Season On-Site Verification**

Contractor will have staff on site for each home game and special event (up to 10 per calendar year) to provide support and address any DAS issues that may arise. Contractor will coordinate and assist the wireless carrier(s) with any performance concern and or issue(s) that may arise. Certain components of the DAS may not be accessible during the game or Special Event.

### **3.8 Reporting**

A quarterly monitoring and support report of the DAS will be sent to Owner and the designated individual for each carrier(s).

Contractor will provide Owner a game day system report and deliver the report to Owner 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 action taken and/or recommendations on required correction. During any applicable warranty period, Contractor will report on any warranty issues that it has identified along with a recommendation to Owner on how it should be addressed.

Once a year, Contractor will provide Owner an Operations Review Report indicating, but not limited to the following: quarterly 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 Owner.

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

### **3.9 Firmware/Software Upgrades**

Contractor will maintain all 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 are not the responsibility of the Contractor.

### **3.10 Call Out Events**

At the direction of Owner, the carrier(s) will have the ability to call and notify Contractor of a DAS operational concern or suspected Incident associated with the DAS found through their ability to monitor the DAS performance. Contractor will respond to these events, at the direction of the Owner; Owner may be charged at a pre-established call out rate and will be invoiced for such charges.

### **3.11 DAS Review Meetings**

Upon request by Owner or carrier, meetings shall be conducted to review the performance of the DAS.

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.

**3.12 Performance Standards**

Contractor is obligated to meeting the following performance standard objectives for the DAS during the entire term of the agreement: (Measured monthly over a 12 month period)

- 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%
Equipment Same Band Isolation	Quality of Service on the Network is defined as isolation of 40db between same band technologies.	DAS equipment chosen must meet 40dB isolation standards.
Post Installation CW Testing	A non-modulated signal is injected into the DAS commensurate with the designed link budget. Signal is then collected along the walk path	95 % of the data points are to meet the baseline levels
Conditional Acceptance	Description	Requirement
DAS	The venue is walked to record signal levels on idle and active channels using a unity gain antenna [mounted on the roof of the collection vehicle, or equivalent for walk test equipment]. The antenna system is described as an antenna, cable, and connectors that provide a unity gain signal into the collection receiver.	95 % of the data points are to meet the baseline levels

**3.13 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.

### 3.14 Performance Improvement Plan

Contractor shall achieve availability of 99.00% during the full term of the agreement, which availability will be measured monthly and averaged annually and reviewed during quarterly business reviews (“QBR”). If any of the three (3) performance standards objectives do not meet the applicable standard set forth in the agreement, then Contractor shall generate a written corrective action plan for the measured period, to clear the issues and bring performance to the required level by the next rating period. Contractor shall promptly (no later than seven (7) days after notice is given to Contractor of the applicable failure) provide a copy of any such corrective action plan to Owner and/or carrier for Owner and/or carrier’s approval. The corrective action plan must be mutually agreed upon between Contractor and Owner and/or carrier, and must address Contractor’s unacceptable performance with a root cause analysis of the problem, include a proposed reasonable and feasible solution, specify any process modification necessary to prevent reoccurrence, and set forth the time frame for implementing any changes and the person(s) responsible for Contractor’s implementation of the corrective action plan. Each performance improvement plan will be presented at the QBR or via e-mail prior to the QBR. The concurrence of Contractor and Owner and/or carrier shall not be unreasonably withheld or delayed.

### 3.15 Monitored Equipment

The components of the DAS that are monitored under the agreement are as follows:

- All of the DAS’s Original Equipment Manufacturers’ (OEM’s) equipment in use by the carrier(s) on the DAS. This equipment includes but is not limited to:
  - OEM supplied Head-End Equipment
  - OEM supplied secondary head-end equipment
  - OEM supplied remote units
  - OEM/IBM supplied antennas
  - OEM supplied interconnect link equipment
  - OEM supplied alarm platform
  - OEM/IBM supplied back-up power units (UPS) if present
- The following specified BTS RF interface equipment on the DAS side of the DAS Tray:
  - Cables
  - Couplers
  - Attenuators
  - Duplexers
  - Loads
  - Equipment racks used to house DAS equipment (limited to that part of the equipment rack used to house DAS equipment, if the rack is shared with other equipment)
- Coax connection cabling between remote units, booster units and antennas.
- Fiber and associated hardware used to link the remote units to secondary head-ends and secondary head-ends back to main head-end.

TAMUS 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 Owner and seek to have Corning or the original equipment manufacturer warrant the equipment it did not purchase if within the three (3) years noted herein.

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 Owner 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 carrier, Contractor will assist Owner to pursue the third party or carrier that caused the damage to recover such repair costs at Owner’s sole discretion.

### **3.16 Spares**

Contractor will be responsible for managing and maintaining Owner-supplied spare equipment onsite. Contractor will provide a list of recommended spares to Owner for review and approval. If directed by TAMUS, Contractor will purchase the approved spares. Contractor will not be responsible to provide spares not currently available without prior authorization from Owner. Contractor will not be responsible for any resulting down time should Owner 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 Owner concerning the replacement of the spare.

## SECTION 4 – PROPOSAL RESPONSE

The RESPONDENT recognizes that in its selection process TAMUS 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. TAMUS reserves the right to contact each and every reference listed below and shall be free from any liability to RESPONDENT for conducting such inquiry. A negative reference may be grounds for disqualification.

### 4.1 Company Profile

#### 4.1.1 Number of Years in Business

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

Number of Employees: \_\_\_\_\_(company wide)

Number of Employees: \_\_\_\_\_(servicing location)

Annual Sales Volume: \_\_\_\_\_(company wide)

Annual Sales Volume: \_\_\_\_\_(servicing location)

4.1.2 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 TAMUS.

4.1.3 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.

4.1.4 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.

4.1.5 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

4.1.6 Provide a contact name for this RFP response, including title, address, telephone number and email address.

### 4.2 Technical Proposal

The proposal shall include a clearly defined, detailed description, strategy and/or approach as it applies to each of the requirements listed in Section 3 above.

In addition the following shall be provided:

- Proof of certification(s) or plan to complete certification(s) as stated in Section 3.3.
- Example(s) of actual, real-world notification parameters and procedures for scheduled maintenance and emergency maintenance.
- Detailed information on RESPONDENT's operations center and monitoring (and reporting) capabilities.
- Example(s) of actual, real-world RF measurement results preferably from sports venues.
- Example(s) of actual, real-world quarterly/monthly monitoring and support report, event day system report, and yearly operations review report.
- An overview of interactions with each carrier and characterize the relationship.

### 4.3 References

RESPONDENT must furnish at least three (3) references with a similar engagement opportunity. Each reference shall contain at least the following:

- Company/Agency name & address:
- Contact Person Name & Title:
- Contact phone number:
- Contact email:
- Summary of services provided:

### 4.4 Pricing

1. TAMUS anticipates the pricing to be structured into the components listed below. RESPONDENT shall provide a pricing proposal based on these components as defined in Sections 3.2 and 3.3. If other requirements in Section 3 necessitate separate and additional pricing, RESPONDENT shall provide that as well.

- On-going annual maintenance
- Monitoring

2. 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 contractor's cost for all equipment and materials invoiced.

3. Other costs and fees not provided above as applicable.



## SECTION 5 - GENERAL TERMS AND CONDITIONS

- A. **TERMS AND CONDITIONS:** TAMUS 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 TAMUS determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. TAMUS 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 TAMUS 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 TAMUS 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 TAMUS Office of General Counsel are essential prior to the award of the contract. In the event the RESPONDENT does not supply terms and conditions with their submittal, TAMUS 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, sexual orientation, gender identity, 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 this contract, 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 statement of qualification, 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 TAMUS, 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 the contract. 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 TAMUS property caused by the negligence of the RESPONDENT's employees.
- H. **EARLY TERMINATION:** TAMUS shall have the right to terminate the contract with the RESPONDENT without penalty after a (30) days 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 the contract documents or TAMUS 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 TAMUS

Termination of the contract services is construed by TAMUS 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 TAMUS.
- J. CIVIL RIGHTS REQUIREMENTS: All RESPONDENTS must comply with applicable civil rights laws.
- K. NON-COLLUSION CLAUSE: The Non-Collusion Affidavit found in **APPENDIX B** must be executed as a part of the RESPONDENT's submittal.
- L. ENTIRE AGREEMENT: A contract 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 the contract agreement. Any amendment or modification to the contract agreement must be in writing and signed by the parties hereto.
- M. SEVERABILITY: It is understood and agreed that if any part, term, or provision of the contract 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 the contract agreement did not contain the particular part, term, or provision held to be invalid.
- N. MODIFICATION OF SERVICE: TAMUS reserves the right to modify the services during the course of the contract. Any changes in pricing and rates proposed by the RESPONDENT resulting from such changes are subject to acceptance by TAMUS.

In the event prices and rates cannot be negotiated to the satisfaction of both parties, the contract may be subject to competitive bidding based upon the new specifications.

- O. 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 TAMUS.

Information provided to RESPONDENT by TAMUS, 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 TAMUS

- P. INDEPENDENT CONTRACTOR: The successful RESPONDENT agrees that in all respects its relationship with TAMUS will be that of an independent contractor and that it will not act or represent that it is acting as an agent of TAMUS or incur any obligation on the part of TAMUS without written authority of TAMUS. 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 TAMUS relative to conduct on its premises.
- Q. CONFIDENTIALITY: In accordance with the Texas Public Information Act, submittals could be subject to public review after the contracts 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, and TAMUS accepts, in writing, the information as proprietary.

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 TAMUS receives a request for public information for any portion of any final report or papers that have been designated by RESPONDENT to be confidential, TAMUS 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.

- R. **OWNERSHIP OF DOCUMENTS:** Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of TAMUS shall become the property of TAMUS. At TAMUS' option, such documents will be delivered to TAMUS Procurement Office. TAMUS acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMUS 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 TAMUS. 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 contract resulting from this RFP. The RESPONDENT shall describe who will be, if any, subcontractor(s) for the contract. No subcontract, which the RESPONDENT entered into with respect to performance under this contract, shall in any way relieve the RESPONDENT of any responsibility for the performance of its duties under the terms of this contract. 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 TAMUS. By requiring such minimum insurance, TAMUS 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 TAMUS at least ten days before the effective date of the cancellation.

**Insurance:**

**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 TAMUS. 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.

**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. **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.

4. RESPONDENT will deliver to TAMUS:

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 TAMUS 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 TAMUS. No policy will be canceled without unconditional written notice to TAMUS 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 TAMUS 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 TAMUS 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 TAMUS 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](mailto: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 TAMUS 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 TAMUS 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 Executive Vice Chancellor and Chief Financial Officer for TAMUS, 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 TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS 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 TAMUS.
- Y. RESPONDENT hereby assigns to TAMUS, 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: TAMUS 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 the agreement shall conform to the specifications or other descriptions set forth in the agreement or otherwise furnished or adopted by TAMUS, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. TAMUS 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 TAMUS'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 the 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 the 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 this agreement shall be to the satisfaction of TAMUS and in accordance with the specifications, terms, and conditions of the agreement. TAMUS reserves the right to review the services performed and to determine the quality and acceptability of such services.

**CC. SALES AND USE TAX:** TAMUS, 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 TAMUS 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.

**EXHIBIT A**  
**EXECUTION OF OFFER**

**RFP01 INRE-16-022**

**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 qualifications may result in rejection of the qualifications.

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) RESPONDENT has 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 TAMUS' 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 TAMUS;
- (v) RESPONDENT has not been an employee of TAMUS 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 RESPONDENT’s 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 contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract 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 this contract may be terminated and payment withheld if this certification is inaccurate.

RESPONDENT should give Payee Identification Number (PIN) (Formally RESPONDENT ID), full firm name and address of RESPONDENT (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind RESPONDENT in a contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): \_\_\_\_\_

Sole Owner should also enter Social Security Number: \_\_\_\_\_

RESPONDENT/Company: \_\_\_\_\_

**Signature (INK):** \_\_\_\_\_

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 TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, 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 TAMUS.

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 TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, 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 \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2016.

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.**