REQUEST FOR PROPOSAL

By

The University of Texas at Arlington

for

DISTRIBUTED ANTENNA SYSTEM

RFP No. 2018-006

Submittal Deadline: January 24, 2018

Issued: November 22, 2017
REQUEST FOR PROPOSAL

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INTRODUCTION

1.1 Description of the University

The University of Texas at Arlington (UTA, "University") is a Carnegie Research-1 "highest research activity" institution. With a projected global enrollment of close to 57,000 in Academic Year 2016-17, UTA is the largest institution in The University of Texas System. Guided by its Strategic Plan Bold Solutions | Global Impact, UTA fosters interdisciplinary research within four broad themes: health and the human condition, sustainable urban communities, global environmental impact, and data-driven discovery. UTA was recently cited by U.S. News & World Report as having the second lowest average student debt among U.S. universities. U.S. News & World Report also ranks UTA fifth in the nation for undergraduate diversity. The University is a Hispanic-Serving Institution and is ranked as the top four-year college in Texas for veterans on Military Times’ 2017 Best for Vets list.

The University's main campus in Arlington includes approximately 420 acres bisected by Trading Horse Creek and more than 100 buildings (the "Campus"). UTA is home to the city’s first mixed-use, residential and retail development – College Park District. The 7,000-seat College Park Center is the district’s centerpiece and the new home court for UTA basketball and volleyball, concerts, commencement exercises and other major events. The two (2) other campuses operated by University are located in Fort Worth, Texas, at Riverbend Park and the University of Texas at Arlington Fort Worth Center.

1.2 Background and Special Circumstances

The College Park Center ("CPC") is a 7,000-seat multi-purpose facility on The University of Texas at Arlington campus. The construction of the venue limits cellular service in several areas of the arena bowl and event level, and during large events, patrons are unable to receive adequate cellular service for making calls and accessing cellular data. A small cellular amplifier system was installed on the event level shortly after opening the venue in 2012, however, the system does not meet current needs for providing cellular service during large public events. We are looking to select one (1) vendor to provide and maintain a neutral-host cellular distributed antenna system ("DAS") within the CPC, and share in the revenues generated from cellular carriers.

1.3 Objective of this Request for Proposal

The University is soliciting proposals in response to this Request for Proposal, RFP No.2018-006 (this “RFP”), for selection of one (1) qualified vendor to design, build, market, maintain, and upgrade as needed a Neutral-Host Distributed Antenna System ("DAS") at the CPC on The University of Texas at Arlington campus (the "Services") which are more specifically described in SECTION 5 (Scope of Work) of this RFP.

Expected outcomes:
- Obtain one (1) skilled service provider with a strong record and experience that results in dependable, responsive, proven DAS services in large public assembly venues
- Obtain a DAS service which will satisfy the cellular reception needs of the University and patrons at the CPC
- Obtain improved cellular service in all level of the CPC

1.4 Term of the Agreement

The initial term of the resulting Agreement will be for ten (10) years, and thereafter the University shall have the right, at its option, to renew the Agreement for up to five (5) additional renewal terms of one (1) year each.

1.5 Group Purchase Authority

Texas law authorizes institutions of higher education (Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at http://www.utsystem.edu/institutions. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

1.6 Addenda and Additional RFP Documents

Any addenda or other subsequently released RFP documents will be posted to the Electronic State Business Daily (ESBD) website. They will not be sent directly to potential proposers. It is the Proposer’s responsibility to periodically check the ESBD website for additional RFP documents. RFP documents can be acquired by accessing the Electronic State Business Daily website (http://esbd.cpa.state.tx.us/) and selecting University of Texas at Arlington from the agency list and searching for the RFP number.

1.7 Parking

Employees of companies who park their personal vehicle in UTA parking facilities, or any property owned or controlled by UTA, to perform their duties are required to purchase a faculty/staff or daily permit. For more information visit the University’s Parking and Transportation Services website at https://www.uta.edu/pats/parking/guest-parking.php.
SECTION 2
NOTICE TO PROPOSER

2.1 Submittal Deadline
University will accept proposals submitted in response to this RFP until 3:00 p.m., Central Standard Time on Wednesday, January 24, 2018 (the “Submittal Deadline”).

2.2 University Contact Person
Proposers and other interested parties may direct all questions or concerns regarding this RFP to the following University contact (the “University Contact”):

   Nancy Czarowitz
   Contract Specialist
   Email: czarowitz@uta.edu

University instructs all proposers and interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the University Contact. Failure to limit communication to the designated University Contact may be cause for disqualification of any response submitted. The University Contact must receive all questions or concerns no later than December 14, 2017. University will have a reasonable amount of time to respond to questions or concerns.

It is University’s intent to respond to all appropriate questions and concerns as soon as is practicable following the deadline for questions. However, the University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection
The successful Proposer(s), if any, selected by University through this RFP will be the Proposer(s) that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer(s) is referred to as the “Contractor.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, and (2) total overall cost to University.
An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor(s) will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor(s), will be these factors:

2.3.1 Threshold Criteria Not Scored
   2.3.1.1 Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria:
   2.3.2.1 Proposed revenue share structure from the Proposer’s services (20%);
   2.3.2.2 Reputation of the Proposer and of the Proposer's goods or services (20%);
   - Comparable public assembly venues in which the Proposer has installed similar systems
   - Qualification of team including staffing organization chart with key staff assigned to the University
   - Survey of references
   2.3.2.3 Quality of the Proposer's goods or services (20%);
   - Submittal of current installations and contracts with similar size and scope as those at this University
   - Submittal of problem identification and resolutions
   2.3.2.4 Extent to which the goods or services meet the University's needs (20%);
   - Is the proposer experienced in this line of work?
   - Does the proposer have a local presence?
   - Does the proposer have the capacity/ability to handle emergency/unforeseen requests that will arise?
   - How quickly will the proposer respond to a system outage?
   - Will the proposer assign a dedicated representative to handle this contract?
   - Capacity of Proposer’s DAS system design, in terms of active concurrent users supported (active calls and data use), as well as number of carriers and type of cellular service (3G, 4G, LTE, etc.)
   2.3.2.5 Proposer's past relationship with the University (5%);
   - Has the proposer performed satisfactory work for the University previously?
   - Are there any known issues with this proposer and their previous work for the University?
   2.3.2.6 Total long-term cost to the University of acquiring the Proposer's goods or services (5%)
   - Will the University incur additional costs?
   2.3.2.7 Any other relevant factors that a private business entity would consider in selecting a vendor (10%);
   - How will the proposer market and secure national cellular carriers for this project?
   - What existing relationships does the proposer have with national cellular carriers?
   - Does the proposer have adequate staff to handle the University's DAS needs?
   - Will the proposer use sub-contractors for any work performed or will all work be performed by proposer’s employees?
2.4 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date RFP Issued</td>
<td>November 22, 2017</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>December 11, 2017 at 2:00 pm CST</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>December 29, 2017 at 3:00 pm CST</td>
</tr>
<tr>
<td>Submittal Deadline</td>
<td>3:00 p.m. Central Standard</td>
</tr>
</tbody>
</table>

2.5 Omitted Intentionally.

2.6 Pre-Proposal Conference

University will hold a MANDATORY pre-proposal conference and site visit at 2:00 pm, Central Standard Time on Monday, December 11, 2017, in the Hospitality Suite, Room 1138, of College Park Center (ref. APPENDIX 3 Campus Map). Those attending this meeting may park in the South Parking Garage and enter the arena through Gate 3 and follow signage to the Hospitality Suite. The pre-proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

DUE TO THE NATURE OF THE REQUIREMENTS AND/OR A SITE VISIT, ATTENDANCE AT THE MANDATORY PRE-PROPOSAL CONFERENCE IS REQUIRED IN ORDER FOR A PROPOSAL TO BE CONSIDERED. Only proposals submitted from those Proposers that sign the Pre-Proposal Conference Sign-In Sheet and attend the majority of the Pre-Proposal Conference will be considered.
SECTION 3
SUBMISSION OF PROPOSAL

3.1 Number of Copies
Proposer must submit a total of five (5) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX 1) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal. Four (4) copies must be submitted in hard copy format. Copy five (5) must be submitted on a flash drive.

NOTE: It is not necessary to reproduce and submit our original RFP document in its entirety. Any exceptions to the RFP content or terms and conditions can simply be noted in your proposal submission.

Note: University will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP (APPENDIX 1, Section 1.9.6).

3.2 Submission
Proposals must be received by University on or before the Submittal Deadline (ref. SECTION 2.1 of this RFP) and should be delivered to:

Physical Address
Nancy Czarowitz
3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University’s acceptance for a minimum of one hundred eighty days (180) after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, the Terms and Conditions (ref. SECTION 4 of this RFP), the Notice to Proposer (ref. SECTION 2 of this RFP), Proposal Requirements (ref. APPENDIX 1) and the Specifications and Additional Questions (ref. SECTION 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1. Specifications and Additional Questions (ref. SECTION 5 of this RFP);
3.4.1.2. Terms and Conditions (ref. SECTION 4 of this RFP);
3.4.1.3. Proposal Requirements (ref. APPENDIX 1);
3.4.1.4. Notice to Proposers (ref. SECTION 2 of this RFP).

3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX 1);
3.5.2 Signed and Completed Pricing and Delivery Schedule (SECTION 6 of this RFP);
3.5.3 Responses to Proposer's General Questionnaire (ref. Section 3 of APPENDIX 1);
3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of APPENDIX 1);
3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. SECTION 5 of this RFP).
SECTION 4
GENERAL TERMS AND CONDITIONS

NOTE: If Proposer takes exception to any terms or conditions set forth in SECTION 4 of this RFP, Proposer must submit a list of the exceptions and/or proposed alternate language in their proposal. Any exceptions or alternate language will be reviewed by the University and acceptance is at the sole discretion of the University.

4.1 General

The terms and conditions contained in this SECTION 4 or, in the sole discretion of University, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP (ref. Section 1.4 of APPENDIX 1). If Proposer takes exception to any terms or conditions set forth in the SECTION 4, Proposer will submit a list of the exceptions as part of its proposal in accordance with SECTION 5.2.1. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

4.2 Payment

Omitted intentionally.

4.3 Tax Exemption

Omitted intentionally.

4.4 Prompt Payment Discount

Omitted intentionally.

4.5 Contractor’s Obligations

4.5.1 Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor’s response to University’s procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

4.5.2 Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor’s profession or business, and (b) all of the Services to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.

4.5.3 Contractor will call to University’s attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
4.5.4 Contractor warrants and agrees that the Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that University at all times is relying upon Contractor's skill and knowledge in performing the Services.

4.5.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Services within a reasonable time, then University may correct the defective Services at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that University may have at law or in equity.

4.5.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Services.

4.5.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

4.5.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision (i) if a corporation, of Contractor's articles of incorporation or by-laws, (ii) if a limited liability company, of its articles of organization or regulations, or (iii) if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

4.5.9 Contractor represents and warrants that: (i) the Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work.
Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

4.5.10 If this Agreement requires Contractor’s presence on University’s premises or in University’s facilities, Contractor agrees to cause its representatives, agents, employees and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

4.5.11 Pursuant to Texas Government Code Chapter 2270, Contractor represents and warrants that it neither currently boycotts Israel nor will it boycott Israel at any time during the term of this Agreement.

4.6 Family Code Child Support Certification

Pursuant to Section 231.006, Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

4.7 Tax Certification

If Contractor is a taxable entity as defined by Chapter 171, Tax Code ("Chapter 171"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

4.8 Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

4.9 Loss of Funding

Omitted intentionally.

4.10 Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

If to University:
Procurement Services  
University of Texas at Arlington  
219 W. Main St.  
Arlington, TX 76019  
Attention: Julia Cornwell

*with copy to:*  
Procurement Services  
University of Texas at Arlington  
219 W. Main St.  
Arlington, TX 76010  
Attention: Nancy Czarowitz

*If to Contractor:*  
_________________________  
_________________________  
Attention: _________________

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, *Government Code*, then Contractor will send that notice to University as follows:

University of Texas at Arlington  
Procurement Services  
219 W. Main St.  
Arlington, TX 76010  
Fax: 817.272.2685  
Email: cornwell@uta.edu  
Attention: Julia Cornwell

*with copy to:*  
University of Texas at Arlington  
CFO & VP for Business Affairs  
219 W. Main St.  
Arlington, TX 76010  
Fax: 817.272.7135  
Email: kdavis@uta.edu  
Attention: Kelly Davis

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

### 4.11 State Auditor’s Office

Contractor 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 Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*. Contractor agrees to cooperate with the *Auditor* in the conduct of the audit or investigation including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
4.12 Venue; Governing Law

Tarrant County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

4.13 Breach of Contract Claims

4.13.1 To the extent that Chapter 2260, Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

4.13.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of University, or the other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

4.13.1.2 If the parties are unable to resolve their disputes under Section 4.13.1.1, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

4.13.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

4.13.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.
4.13.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

4.14 Compliance with Law

Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

4.15 Records

Records of Contractor's costs, any reimbursable expenses pertaining to the Services and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final payment or abandonment of the Services, unless University otherwise instructs Contractor in writing.

4.16 Insurance

4.16.1 If the resulting contract requires the presence of Contractor, its employees, agents, suppliers or subcontractors (if any) on the property of The University of Texas at Arlington, Contractor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverages with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M Best Rating of A-VII or better, and in amounts not less than the following minimum limits of coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 per Accident, Employee and Policy Limit</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td></td>
<td>Including Contractual Liability</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 per Policy Limit</td>
</tr>
<tr>
<td>Product/Completed Ops</td>
<td>$2,000,000 Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability</td>
<td>$1,000,000 Combined single limit</td>
</tr>
</tbody>
</table>

4.16.2 All policies (except Workers' Compensation and employer's liability) will be endorsed and name the Board of Regents of the University of Texas System
4.16.3 All policies will be endorsed to provide a Waiver of Subrogation in favor of the Board and the University. No policy will be cancelled until after thirty (30) days' unconditional written notice to the University.

4.16.4 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Certificate Holder:
University of Texas at Arlington – Procurement Services
219 West Main St.
Arlington, Texas 76010

4.17 Indemnification

4.17.1 To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless University and The University of Texas System, and their respective affiliated enterprises, Regents, Officers, Directors, Attorneys, Employees, Representatives and Agents (collectively “Indemnitees”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “Claims”) by any person or entity arising out of, caused by, or resulting from Contractor’s performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

4.17.2 In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless Indemnitees from and against all claims arising from infringement or alleged
INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

4.18 Ethics Matters; No Financial Interest

Contractor and its employees, agents, representatives and subcontractors, which will be providing services under this Agreement have read and understand University's Conflicts of Interest Policy available at [http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside-](http://www.utsystem.edu/board-of-regents/policy-library/policies/int180-conflicts-interest-conflicts-commitment-and-outside-), University's Standards of Conduct Guide available at [https://www.uta.edu/policy/procedure/3-34](https://www.uta.edu/policy/procedure/3-34): and applicable state ethics laws and rules available at [www.utsystem.edu/ogc/ethics](http://www.utsystem.edu/ogc/ethics).

Neither Contractor nor its employees, agents, representatives or subcontractors providing services under this Agreement will knowingly assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of its Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

4.19 Undocumented Workers.

The Immigration and Nationality Act (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance with SECTION 4.26. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

4.20 Force Majeure.

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes,
epidemics, war, riots, flood, tornado, fire, sabotage, or any other circumstances of like character ("force majeure occurrence").

4.21 Entire Agreement; Modifications.

This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.

4.22 Captions

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

4.23 Waivers

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

4.24 Ownership and Use of Work Material

4.24.1 All data provided by University to Contractor or created by Contractor or any subcontractors in connection with the Work for University (collectively, "Work Material"), whether or not accepted or rejected by University, is the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

4.24.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

4.24.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Services or otherwise. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.

4.24.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

4.25 Confidentiality and Safeguarding of University Records; Press Releases; Public Information

Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family
Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from University Records will result in Contractor’s exclusion from eligibility to contract with University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University’s rules, policies, and procedures regarding access to and use of University’s computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

4.25.1 Notice of Impermissible Use. If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

4.25.2 Return of University Records. Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor’s intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

4.25.3 Disclosure. If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

4.25.4 Press Releases. Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.

4.25.5 Public Information. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Government Code.

4.25.6 Termination. In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has
breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without opportunity to cure.

4.25.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

4.26 **Default and Termination.**

4.26.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement ("default"), the other party may terminate this Agreement upon fifteen (15) calendar days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

4.26.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) calendar days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

4.26.3 Termination under **SECTIONS 4.26.1** or **4.26.2** will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

4.26.4 If Contractor fails to cure any default within fifteen (15) calendar days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University's curative actions.

4.26.5 In the event that this Agreement is terminated, then within thirty (30) calendar days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

4.27 **Binding Effect**

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

4.28 **Severability**

In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

4.29 **Limitation of Liability**

**EXCEPT FOR UNIVERSITY’S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.**
NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

4.30 Assignment and Subcontracting

Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, Texas Government Code, and 34 TAC Chapter 20, §§20.101 – 20.108. The benefits and burdens of this Agreement are assignable by University.

4.31 Historically Underutilized Business Subcontracting Plan

Omitted intentionally.

4.32 Responsibility for Individuals Performing Services; Criminal Background Checks.

Each individual who is assigned to perform the Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Services on University's premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has any history of criminal conduct unacceptable for a university campus or healthcare center, including any violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Services on University's premises.

Prior to commencing performance of the Services under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.

4.33 Limitations

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR
4.34 Survival of Provisions

No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive such expiration or termination.

4.35 Relationship of the Parties

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers’ compensation insurance.

4.36 Access to Documents

To the extent applicable to this Agreement, in accordance with Section 1861(v)(l)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.37 Affirmative Action

A written copy of Contractor’s Civil Rights “Affirmative Action Compliance Program” is attached as Exhibit _____ to this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement is attached as Exhibit _____ to this Agreement and incorporated for all purposes.

4.38 OSHA Compliance

To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.
SECTION 5
SPECIFICATIONS AND SCOPE OF WORK

5.1 General

The minimum requirements and the specifications for the services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in SECTION 2.3 of this RFP, the successful Proposer is referred to as the “Contractor.”

5.2 Additional Questions/Required Information Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

5.2.1 If Proposer takes exception to any of the General Terms and Conditions (ref. SECTION 4 of this RFP), Proposer must submit a list of the exceptions.

5.2.2 Please indicate the capacity of the DAS system in your design (number of carriers and number of concurrent users supported).

5.3 Scope of Work

Contractor will provide the following services to University:

5.3.1 Project Overview:

Proposer shall:

5.3.1.1 Design, build, market, maintain, and upgrade as needed a Neutral Host Distributed Antenna System for the CPC;

5.3.1.2 Provide full voice and data cellular coverage independent of carrier(s) and their technologies in the CPC;

5.3.1.3 Market the system and negotiate carrier participation, including if applicable, a portion of construction, installation, maintenance fees, usage fees and facility rentals with carriers;

5.3.1.4 All costs associated with design, planning, construction, maintenance, tariffs, taxes and fees associated with this project will be borne by the selected Proposer;

5.3.1.5 Enhanced 4G capable cell phone service and coverage to patrons;

5.3.1.6 A minimum “3-bar”, 4G capable coverage to all levels, offices, locker rooms, concourses and seating bowl of the CPC;

5.3.1.7 Sufficient capacity on the DAS to service all vendors who have access and use of the system.

5.3.2 Technical Requirements:

5.3.2.1 The system shall provide total coverage to all areas within the CPC;

5.3.2.2 The system shall be carrier format neutral and support every cellular carrier, independent of wireless frequencies and format used;
5.3.2.3 The system and all its subsystems shall be designed to operate twenty-four (24) hours a day, 365 days a year;
5.3.2.4 Must be compatible with current (EVDO/EVDV, UMTS and 4G) and new technologies, as well as any current or published FCC re-banding efforts;
5.3.2.5 Must be able to expand the system to accommodate additional interested carriers at later intervals;
5.3.2.6 Prior to any installation, all antenna mounting locations are to be approved by UTA;
5.3.2.7 Signal Coverage and Reliability:
   5.3.2.7.1 Active Signal Handling: The DAS will have active (powered) elements that filter and amplify signals to consistently deliver wireless services at the appropriate power levels. The solution will support all requested services to insure that each service (or carrier) has the ability to adjust control power levels without disturbing other services;
   5.3.2.7.2 RF Signal Coverage: At a minimum, for cellular and PCS coverage, the system must deliver signal strength of -85 dBm to -89 dBm (3 Bars) to 95% of the building spaces;
   5.3.2.7.3 The DAS may use available existing Conduit System between levels. The Proposer will be responsible for all necessary fiber. Any Conduit that is more than 50% full will not be available for DAS use;
   5.3.2.7.4 Additional Electrical Power: Should additional electrical circuits need to be installed, UTA will be responsible for costs and handle installation of outlets and/or circuits.

5.3.3 Construction Requirements:
5.3.3.1 Constructions Standards and Building Information:
   5.3.3.1.1 All UTA Design & Construction Standards shall be followed. (Do we have these to provide to proposers?) An extensive approval process is required prior to any installation. The Proposer should be aware of this process and take into account these requirements when preparing the project schedule. For reference, the following standards and forms are listed that the Proposer should be familiar with throughout this project;
   5.3.3.1.2 Any alterations to UTA buildings or facilities must be coordinated with UTA’s Office of Facilities Management.

5.3.3.2 Codes:
   5.3.3.2.1 Mandatory code compliance:
      - National Electrical Code (National Bureau of Fire Underwriters)
      - Applicable FCC and applicable federal, state and local regulations and ordinances

   5.3.3.2.2 The installation, operation or maintenance of the system shall not endanger or interfere with the safety of any persons property on the University campus.

5.3.3.3 Conduit:
   When the design calls for use of UTA’s conduit structure, UTA will make all duct assignments. Contractor must use UTA assigned ducts only.

5.3.3.4 Fixtures:
5.3.4.1 Fixtures will not be placed in locations that will interfere with access to, or operation of, any existing fixtures or systems within the CPC;

5.3.4.2 Aesthetics – use of antennas shall blend into building architecture;

5.3.4.3 Indoor antennas shall be low profile, flush-mount types suitable for suspended ceilings or walls and shall be of a multi-band configuration. It is acceptable to surface mount antennas in an open ceiling environment and to install surface-mount antennas to walls, near ceiling height;

5.3.4.4 Prior to any installation, all antenna mounting locations are to be approved by UTA.

5.3.5 Access:

Contractor will be dependent on UTA for facility access. UTA maintains 24/7 on-call personnel through University Police.

5.3.4 Maintenance:

5.3.4.1 The DAS Provider shall bear all costs for maintenance, repair and ongoing operating costs.

5.3.4.2 Trouble Reporting/Emergency Service:

5.3.4.2.1 Contractor shall provide a single telephone number that will be staffed continuously (24 hours per day, 7 days per week, 365 days per year);

5.3.4.2.2 Contractor will provide 2-hour response time for major outages;

5.3.4.2.3 Contractor will provide 24-hour maintenance and repair services;

5.3.4.2.4 Contractor will provide an Emergency Service execution plan to be distributed to all project participants and others as identified as appropriate by the University.

5.3.4.3 The Contractor will resolve to UTA satisfaction, inter-system interference within 24-hours at the RF level, the digital signaling levels, or in mechanical or electrical connections. The Contractor will provide a statement of interference resolution for RF interference, electrical/mechanical interference, digital and optical interference.

5.3.5 Business Model:

5.3.5.1 The entire cost of this project will be borne by the Contractor; to include, (but not limited to) design, planning, implementation, management, installation, monitoring & maintenance, continual upgrading, and marketing;

5.3.5.2 Contractor will be awarded the sole right to market the CPC cell service to cellular carriers;

5.3.5.3 This is a revenue sharing business model, in which the University will receive a percentage amount of the revenue received from participating carriers and use of the DAS system.
SECTION 6

PRICING AND DELIVERY SCHEDULE

SEE SEPARATE PDF DOCUMENT
APPENDIX ONE
PROPOSAL REQUIREMENTS

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda.
Checklist (ref. Section 4 of APPENDIX 1). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone number, FAX number and email address to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (ref. Chapter 552, Government Code). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.104, 552.110, 552.113, and 552.131, Government Code.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form that (i) includes terms and conditions substantially similar to the terms and conditions set forth in SECTION 4 of this RFP, and (ii) is otherwise acceptable to University in all respects (the “Agreement”).

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline will be rejected by University as non-responsive due to material failure to comply with this RFP. Upon completion of the initial review and evaluation of proposals, University may invite one (1) or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided,
however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one (1) or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer's Acceptance of Evaluation Methodology

Proposer (1) accepts [a] Proposal Evaluation Process (ref. Section 1.5 of APPENDIX 1), [b] Criteria for Selection (ref. SECTION 2.3 of this RFP), [c] Specifications and Additional Questions (ref. SECTION 5 of this RFP), [d] General Terms and Conditions of the (ref. SECTION 4 of this RFP), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one (1) or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. SECTION 5 of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. Section 2 of APPENDIX 1) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (SECTION 6 of this RFP) as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. Section 3 of APPENDIX 1). Proposer should reference the item number and repeat
the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist
Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX 1) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission
Proposer should submit all proposal materials as instructed in SECTION 3 of this RFP. RFP No. (ref. SECTION 1.3 of this RFP) and Submittal Deadline (ref. SECTION 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible on any envelope or package.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline. University will not accept proposals submitted by telephone, FAX or email transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer’s written request explaining and documenting the reason for withdrawal, which is acceptable to University.

SECTION 2
EXECUTION OF OFFER
THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER’S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

2.1 Representations and Warranties. Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one (1) or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.

2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.

2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor(s). If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.10 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, UT System, the State of Texas, and all of their Regents, Officers, Agents and Employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.11 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer’s good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s
intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

2.2 **No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this [Execution of Offer](#) or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

2.3 **Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

2.4 **Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [Section 15.01, et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.5 **Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

2.6 **Child Support Certification.** Under [Section 231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

2.7 **Relationship Certifications.**

- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
- Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
- No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [Section 669.003, Government Code](#)).
- All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

2.8 **Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
2.9 **Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

2.10 **Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

2.11 **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to **Section 361.965(c), Health & Safety Code**, Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in **Chapter 361, Subchapter Y, Health & Safety Code**, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in **30 TAC Chapter 328, Section 361.952(2), Health & Safety Code**, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.12 **Conflict of Interest Certification.**

- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
- Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
- Proposer has disclosed any personnel who are related to any current or former employees of University.
- Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.13 **Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: ____________________________

If Proposer is a Corporation then Proposer’s Corporate Charter Number: ________

RFP No.: 2018-006

**NOTICE:** With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, Government Code, individuals are entitled to receive and review such information. Under Section 559.004, Government Code, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.

Submitted and Certified By:

(Proposer Institution’s Name)
SECTION 3

PROPOSER’S GENERAL QUESTIONNAIRE

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

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire.
Proposer should reference the item number and repeat the question in its response. In cases where a
question does not apply or if unable to respond, Proposer should refer to the item number, repeat the
question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain
the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

______________________________

Address of principal place of business:

______________________________

______________________________

Address of office that would be providing service under the Agreement:

______________________________

______________________________

Number of years in Business: ______________

State of Incorporation: ______________

Number of Employees: ______________

Annual Revenues Volume: ______________

Name of Parent Corporation, if any ______________________________

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract
or agreement with the Parent Corporation or to receive assurances of
performance from the Parent Corporation.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2)
years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related
documentation (such as a Dunn and Bradstreet analysis) that indicates the financial
stability of Proposer.
3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the Texas Public Information Act (ref. Chapter 552, Government Code), and other applicable law.

3.2 Approach to Project Services

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in SECTION 5.3 (Scope of Work) of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.3 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.
3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.
SECTION 4

ADDENDA CHECKLIST

Proposal of: ____________________________
(Proposer Company Name)

To: The University of Texas at Arlington

Ref.: __________________ Services related to the ________________________________

RFP No.: 2018-006

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: ____________________________

By: ____________________________
(Authorized Signature for Proposer)

Name: ____________________________

Title: ____________________________
APPENDIX THREE