

**HOUSTON FIRST CORPORATION**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**A NEUTRAL HOST DISTRIBUTED ANTENNA SYSTEM PROVIDER**  
**FOR THE GEORGE R. BROWN CONVENTION CENTER**

**Release Date:**  
**December 7, 2015**

**Deadline for Submissions of Questions/Requests for Clarification:**

**No later than 3:00 pm on December 14, 2015.**

**Submit all questions and requests for clarification in writing to**

**[bids@houstonfirst.com](mailto:bids@houstonfirst.com)**

**Request for Proposals Due Date:**

**January 4, 2016 no later than 3:00 pm at:**

**Houston First Corporation**  
**Attn: Lisa Hargrove, General Counsel**

**1331 Lamar Street, 7th Floor**  
**Houston, TX 77010**

## **SECTION 1 - INTRODUCTION**

### **A. THE OPPORTUNITY**

From those firms and entities that submitted qualifications in response to Houston First Corporation's (HFC) Request for Qualifications (RFQ) for a Neutral Host Distributed Antenna System (NHDAS), HFC has selected a list of Qualified Proposers ("Proposers") to participate in the Request for Proposals (RFP) who have demonstrated the experience and capability to finance, design, install, activate, operate and maintain a commercially successful NHDAS in required areas of the George R. Brown Convention Center (GRBCC) and other ancillary areas as are identified in Attachment C (the "Coverage Footprint"). In this RFP Phase, HFC requests responsive proposals (Proposals) from Proposers to determine the best Proposal. The successful Proposer will have the opportunity to enter into an Access Agreement (Agreement) with HFC to install, operate, and maintain a NHDAS at GRBCC and those areas identified in the Coverage Footprint.

Proposers will also have the exclusive right to enter into sub-licensing agreements with major cellular carriers to use the NHDAS at GRBCC and within the Coverage Footprint. In your response to this RFP, you must list the major cellular carriers you will partner with under the sublicense (s). You must provide no less than three letters of intent with carriers that will partner with you in the NHDAS as a submittal to this RFP. Letters of Intent must be with at least three of the following major carriers: AT&T, Verizon Wireless, Sprint and T-Mobile. By March 1, 2016, the firm and/ or entity awarded the Agreement must provide evidence of the sublicense (s) to operate on NHDAS. The selected Proposer must design the head-in room to accommodate at least all four current major carriers.

The selected Proposer must provide reliable, gap-free coverage capability, and capacity capability throughout the areas identified in Attachment C. This capacity and coverage must support events, such as the 2017 Super Bowl NFL experience. The NHDAS must support existing technology and should be easily scalable, expandable, and upgradeable to support additional subscribers/providers, new applications and new wireless technologies. You must inform us in your submittal if you do not cover a present technology or if you intend not to cover a future technology for which you have currently identified.

### **B. IRREVOCABLE LETTER OF CREDIT**

All Proposers must provide an irrevocable, unconditional, standby Letter of Credit ("ILOC") by a major U.S. commercial bank naming Houston First Corporation as beneficiary. The ILOC shall be in the amount of \$2,000,000 and will be subject to draws as described below. The letter of credit shall be a clean letter of credit, requiring only sight drafts for proper presentment and shall permit partial and multiple draws.

Except for an authorized change in the amount of the ILOC or an authorized extension of the expiration date, the above described ILOC must be maintained unchanged and uninterrupted. In the event HFC draws from the ILOC, the Proposer shall take any action required to restore the ILOC to its full amount within ten (10) days of notification by HFC of its withdrawal against the ILOC.

If circumstances occur that cause the financial institution issuing the ILOC to fail financially or no longer meet the approval of HFC, the successful Proposer shall promptly arrange for a replacement ILOC to be issued by an acceptable financial institution.

HFC intends to utilize the ILOC as set forth in the following chart:

Milestone	Completion Date	Liquidated Damage
Carriers Identified	March 1, 2016	Liquidated Damage of \$500.00 per day. On April 1, 2016, if the Milestone is not completed, then HFC will have the option to terminate the Agreement and/or draw the ILOC.
Detailed Design Review	30 days after Agreement execution	Liquidated Damage of \$2,500.00 per day for up to 30 days. Beginning on the 31 <sup>st</sup> day, if the Milestone is not completed, then HFC will have the option to terminate the Agreement and/or draw the ILOC.
Completion Date	December 1, 2016	If the Milestone is not completed, then HFC will have the option to terminate the Agreement and/or draw the ILOC.
Final Acceptance Date	December 31, 2016	If the Milestone is not completed, then HFC will have the option to terminate the Agreement and/or draw the ILOC.
Performance Measures	January 28- February 8, 2017	HFC will have the option to draw on the ILOC and may use such funds to, among other things, cause the NHDAs to comply with the Performance Measures.

### C. DEFINITIVE INVESTMENT PLAN

After approval of the Agreement, the successful Proposer shall prepare a facility-based set of drawings and specifications that will at a minimum include locations, improvements, design standards in line with the requirements of the NFL for the NFL Fan Experience for Super Bowl LI, operational standards, and tie-in to HFC facilities and utilities, among other things. The initial drawings and specs will be subject to HFC approval as will alterations or changes made during the term of the Agreement. All improvements must be designed to

industry standards appropriate for a nationally prominent convention center and trade show facility.

**D. TERM**

It is the intent of HFC to award an Agreement for an initial ten (10) year term. The Agreement may, by mutual consent of the parties, be extended for one (1) additional five (5) year period or a portion thereof, up to a cumulative total of fifteen (15) years.

**SECTION 2- SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS**

**A. OPERATING AND MAINTENANCE REQUIREMENTS**

In addition to the Scope of Services listed below, the successful Proposer will be required to provide the services offered in a negotiated service level agreement.

**B. SCOPE OF SERVICES**

Proposals shall conform to the Scope of Services and technical requirements as set forth herein.

**Description**

Proposer shall design, construct, furnish, install, operate, manage, and market a complete NHDAS, which shall include, but not be limited to, all active and passive infrastructure including cabling, antennas, active repeater equipment, uninterruptible power supplies, cross-connections, software, ancillary equipment, carrier negotiations and ongoing maintenance. The system shall be a fully operational NHDAS, shall operate as described in the manufacturer specifications, and shall allow access to and from wireless carriers networks and access to other services as required. Services rendered must include complete system engineering, shop drawings, system programming, carrier negotiation and sublicense execution, as well as coordination and marketing activities.

This RFP is intend to provide a minimum performance of services and technical baseline and is not a full system design. As such, it is HFC's goal that project be completed, operational and accepted by December 31, 2016.

It is HFC's expectation that the following criteria will be satisfied:

- Improved coverage and capacity for commercial and private wireless services.
- Minimal infrastructure modifications and/or additions.
- No interference among, or with, operational systems.
- Ability to grow with increasing capacity and emerging technologies (scalable and upgradeable).
- Provide non-discriminatory fair and equitable access to GRBCC for all wireless providers.

## **Financial Risk and Responsibility**

The selected Proposer will be responsible at its sole cost, expense, and risk for the design, construction, operation, maintenance, and marketing of the NHDAS. The Proposer shall enter into sublicense (s) with wireless carriers. The Proposer shall be responsible at its sole cost for installing all necessary electrical, security, heating, ventilation, air conditioning and other building changes necessary to accommodate the NHDAS and wireless carrier equipment. No lenders or any other party providing financing will be permitted to have a mortgage or any other type of lien on the Agreement or any component of the NHDAS once installed. **At the end of the initial term, ownership of the NHDAS assets shall transfer to HFC.**

## **Standards**

References to various standards may be found throughout the Scope of Services. The Proposer shall fully comply with all applicable, local, state, and federal requirements, and the standards, recommendations, rules, regulations, entitlements and requirements of the following government and industry organizations:

- National Fire Protection Association (NFPA)
- National Electrical Code (NEC)
- American National Standards Institute (ANSI)
- Electronics Industry Association (EIA)
- Telecommunications Industry Association (TIA)
- Bell System Practices (BSP)
- Building Industry Consulting Service International (BICSI)
- Underwriters Laboratories (UL)
- Federal Communications Commission (FCC)
- International Organization for Standardization (ISO)
- Institute of Electrical and Electronics Engineers (IEEE)
- National Electrical Manufacturers Association (NEMA)
- Occupational Health & Safety Administration (OSHA)
- Americans with Disabilities Act (ADA)
- Internet Engineering Task Force (IETF)
- International Telecommunications Union (ITU)

## **System Description**

The Proposer shall provide a NHDAS capable of supporting GSM, CDMA, GPRS, EV-DO, EDGE, UMTS, LTE, and LTE Advanced technologies for cellular/ radio coverage. Major wireless carriers that would potentially provide base stations include AT&T, Verizon Wireless, Sprint, and T-Mobile. The NHDAS must cover all indoor and outdoor areas identified in the Coverage Footprint.

### **Furnished and Installed by Proposer**

The selected Proposer will be responsible for providing, furnishing, and /or installing all equipment, materials and services necessary for the construction and operation of the NHDAS. HFC requires a stealth installation of all equipment related to the NHDAS as to limit any placement of equipment that is not aesthetically pleasing and in line with the décor of the GRBCC and other ancillary facilities. The Proposer shall provide, but is not limited to:

- All active components including master optical units, wideband master units, remote units, bi-directional amplifiers, duplexers and combiners;
- All coaxial cables, indoor and outdoor antennas, connectors, jumper cables and splitters;
- All fiber optic and coaxial cables including splice trays, bulkheads, fiber pigtails and jumper cables;
- All digital repeaters;
- All necessary cavity and notch filters;
- All necessary radio frequency ("RF") surveys
- All electrical power and sub-metering;
- All necessary heating, ventilation, and air conditioning ("HVAC"), security and other environmental requirements for NHDAS and carrier equipment;
- Coordination and negotiation with cellular carriers to enter GRBCC and provide service under NHDAS sublicense agreements;
- All Uninterruptible Power Systems ("UPS") to power active equipment;
- All racks and cabinets;
- All tie wraps, bushings and miscellaneous parts;
- All necessary mounting hardware;
- All labor;
- Rental of scissor lifts;
- Training;
- System engineering and programming
- All installation tool and equipment necessary to complete the installation; and
- Ongoing support.

### **Additional Requirements**

The Proposer shall:

- Provide both shop drawings and Engineer of Record certified "as-built" NHDAS system drawings. Such documentation will also include antenna lists, cable lists, rack layouts, a list of equipment manufacturer serial and model numbers of all installed equipment and other documentation as requested by HFC.
- Provide fiber and coaxial cable testing print-outs for all installed cabling.

- Provide space, conditioned environment and access to power as required for carrier equipment.
- Provide manufacture certified professional services labor for the services.
- Coordinate any third party resources or subcontractors.
- Mark and label all cabling and equipment as part of the NHDAS.
- Provide a single project manager for the duration of project design and construction/installation.
- Prepare, maintain, and update the project timeline.
- Prepare detailed Visio or AutoCAD network diagram of proposed NHDAS Infrastructure.
- Install cabling and pathways.
- Perform sweep and return loss measurements on installed coaxial cables to verify installed cables meet link budget and manufacture specifications to provide to HFC.
- Perform tests on installed fiber optic cables to verify installed cables meet link budgets and manufacture specifications to provide to HFC.
- Receive and inventory equipment. Contractor shall record serial numbers and provide to HFC.
- Deliver equipment to secured location.
- Provide all lifts necessary to install equipment.
- Power up systems and perform diagnostics.
- Test emergency generator back up, if applicable.
- Troubleshoot system.
- Perform system administration training.
- At the end of the initial construction, provide evidence that the NHDAS is operational and satisfies all requirements to HFC's specifications.
- Provide HFC written notice of the anticipated time of completion of the installation at least four (4) weeks prior to system cut over for each wireless carrier.
- Conduct, upon completion of the work, a final walk through with HFC or its agent to inspect all work.

### **Documentation**

Equipment documentation shall be supplied to HFC upon completion of the initial NHDAS construction. Documentation shall include an installation and instruction manuals with a full updated set kept onsite. The manual shall provide service information, manufacturer telephone numbers, contact information for emergency NHDAS service, contact information for wireless carriers, certificate of warranty, software licenses, test procedures and results, connection diagrams, shop drawings and a parts list of all materials installed. Documentation shall be updated as additional equipment is installed.

## **NHDAS Components**

The Proposer shall:

- Design, furnish and install a NHDAS that provides wireless carrier RF signals at a minimum of -75dbm within the Coverage Footprint, including stairwells and a test point from each room. See Coverage Footprint for rooms excluded. The NHDAS must provide 99% coverage using industry standard verification process.
- Provide a NHDAS able to support the four wireless carriers including, AT&T, Verizon Wireless, Sprint and T-Mobile.
- Provide a NHDAS to meet a capacity of no less 70,000 persons at the GRBCC.
- Provide a NHDAS that supports the following technologies:
  - GSM
  - CDMA
  - GPRS
  - EV-DO
  - EDGE
  - UMTS
  - LTE
  - LTE ADVANCED
- Protect all incoming coaxial cables from exterior antennas by approved lightning arrestors, such as Polyphaser Lighting Arrestors properly rated for signal levels and frequency, installed at the entry point of the cable into building. Lighting arrestors must be properly grounded.
- Provide and install all cables required to connect air interfaces to the main NHDAS equipment.
- Secure all cabling installed by using cable trays and conduit as applicable. Cables may be secured by using beam clamps and bridle rings where applicable. Cables must be supported every four feet for horizontal and vertical runs not in conduit, cable tray or inner duct. If cable manufacture's specification differs from this requirement, cable may be supported at intervals as recommended by the manufacturer's written specifications and as required by applicable building codes. Strain relief grips must be installed on all vertical cable runs as required by the manufacture.
- Limit RF signal "bleeding" outside the covered areas of the facility to maximum -95dbm within 10 meters of GRBCC (except for coverage specifically intended to serve adjacent or other property with prior approval by HFC).

## **Wireless Carrier Negotiations and Connections to NHDAS**

The Proposer shall:

- Engage in negotiations with at least four major wireless carriers (and potentially others) and pursue sublicense agreements. Costs to be absorbed by the Proposer or sublicenses include, but are not limited to, specific building



and room requirements, electrical work, sub-metering, low voltage cooper and/or fiber optic cabling to the building telecom demark, flooring, ceiling, HVCA, fire protection, security, access, control, building penetrations and pathways, and electrical generators.

- Coordinate carrier requirements, along with NHDAS requirements into a consolidated set of drawings.
- Keep HFC informed of sublicense negotiations and progress and any executed sublicense agreements with the wireless carriers.
- Upon execution of sublicense agreements, update financial statements to reflect expected revenue.
- Execute carrier sublicense agreements.
- Provide for all ongoing NHDAS operations, maintenance, troubleshooting, and equipment upgrades and act as first point of contact for wireless carrier requests.

### **Execution and Quality Assurance**

The Proposer shall:

- Mount equipment, antennas and enclosures plumb and square. Ensure that permanently installed equipment shall be firmly and safely held in place.
- Ground all NHDAS and carrier equipment per EIA/TIA 607 standards.
- Take precautions to prevent and guard against electromagnetic and electrostatic hum on circuits and other unrelated sound and video equipment and cables.
- Verify condition of the job site applicable to this work. Notify HFC in writing of discrepancies, conflicts, or omissions promptly upon discovery.
- Repair all damage caused by Proposer's workers or sub-contractors and exercise reasonable care to avoid any damage to GRBCC. The Proposer will report to HFC any damage that may exist or may occur during the installation of the NHDAS or carrier equipment.
- Install the equipment in accordance with the manufacture's specifications for the system.
- Upon request, allow access by HFC or its authorized representatives to the licensed premises for inspections.
- Promptly correct all defects for which the Proposer is responsible.
- Insure that all records and reports, engineering, inspections, testing, quality of service standards and safety measures comply with standards applicable for the State of Texas and the City of Houston.
- Submit a final system design package for review and approval by HFC. The Proposer shall identify in the system design package, environmental conditions required (heating, cooling, humidity), floor loading required, fire protection required, voltage, phase, frequency, and amperage of the commercial AC power resources required and the number, location, and

capacity of AC circuit outlets required. It is the intent of HFC to have all NHDAS operators and carrier-specific electrical, HVAC and other facilities requirements be paid by the NHDAS operator.

- Insure that all connections and installation procedures associated with the system shall be engineered to preform to AT&T, Verizon Wireless, T-Mobile, Sprint (as well as other carriers) standards and practices.
- Perform an RF Spectral Analysis of GRBCC and other ancillary facilities to fully understand existing signal and noise levels at the site.
- Perform a walkthrough inspection of the facility to determine installation requirements for the NHDAS. At the time of the walkthrough, the Proposer must determine cable paths, suitable antenna locations and department mounting techniques.
- Determine locations where conduit or pathways are required for installation of the NHDAS, where not already provided. The Proposer is responsible for any additional pathways, conduit, core drilling, sleeves, fire stopping, water proofing, and any other restoration required to meet code at its expense.
- Determine which cable paths will require plenum rated cables.
- Inspect rooftop areas designated for exterior antennas, if required, to determine cable paths and any necessary penetrations required to route cable form interior to exterior of the building. If roof penetrations are necessary, the Proposer must subcontract to build roofing contractor to ensure work is performed properly and warranties are not voided.
- Insure all FCC licensed base stations and/or repeaters are operated within the ERP terms of the FCC frequency licenses.
- Avoid RF interference. Potential sources of radio frequency interference in the facility include: wireless microphones, wireless television cameras, ENG microware backhaul transmitters, wireless telephone headsets, microwave ovens, Bluetooth devices, assisted listening devices, FM radio transmitters in workout areas, cordless phones, 802.11a/b/g/n/ac WLAN access points, usher security radios, public safety radios and 2 way handheld radios.
- Annually, or as otherwise mutually agreed, conduct a random customer satisfaction survey of GRBCC visitors and employees to verify that the NHDAS achieves a goal of 95% satisfaction with the level of wireless service throughout GRBCC for those carriers supported by the system.

### **Warranty, Maintenance and Support**

The Proposer shall:

- Continue to maintain the NHDAS to the satisfaction of HFC and wireless carriers at Proposer's cost throughout the term of the Agreement. Minor failure response service for equipment or software failures will include remote diagnosis, if appropriate, and on-site response, if required, within twenty-four (24) hours of notification by wireless carriers.

- Include network operations center support to accommodate carrier service or repair requests.
- Ensure that all preventive and remedial maintenance be performed in a manner that will minimize service interruption for wireless carriers. In addition, Proposer shall notify HFC of any preventative or remedial maintenance that will require service interruption and will only perform said maintenance at a date and time agreed to by HFC.
- Participate in system operating and maintenance review meetings, at HFC's sole discretion. Such meetings shall be conducted at such times as reasonably requested by HFC and shall be regularly held no more often than monthly, unless system performance circumstances dictate more frequent meetings.
- Ensure all services be conducted in accordance with Proposer's and Manufacturer's applicable test and maintenance procedures.
- Ensure service will be performed solely by Proposer's certified trained representative(s) or any subcontractors approved by HFC. Further, HFC reserves the right to approve or reject any NHDAS personnel or representatives.
- Ensure adequate coverage and capacity is designed both in the NHDAS infrastructure and carrier infrastructure to support the expected voice and data loads presented by large events. The wireless carriers shall meet with HFC as soon as such major events are booked to plan for adequate capacity. The wireless carriers must engineer their system(s) to provide a P (01.) grade of service at GRBCC as described in traffic engineering practices and be able to accommodate as many simultaneous voice and data calls/sessions.

### **SECTION 3- RFP EVALUATION PROCESS**

#### **A. THE SELECTION PROCESS**

This RFP begins the final determination of a competitive process for the selection of the most Qualified Proposer by the Selection Committee. The scores of the Qualified Proposers from the RFQ Phase have not been carried forward to the RFP Phase. Each of the Qualified Proposers has equal standing, and is considered to have sufficient qualifications and experience to serve as the NHDAS provider.

HFC may ask one or more of the Qualified Proposers to update their RFQ response, if HFC, in its sole judgment, feels a material change in the status of a Qualified Proposer may have occurred. HFC reserves the right to remove and replace a Proposer from the Qualified Proposers list if, in HFC's sole discretion, a material change in the status of the Qualified Proposer has occurred from what was submitted in the RFP by a Qualified Proposer. Additional terms and conditions governing the Selection Process are outlined in **Attachment "A"**, which must be reviewed by and are binding on all parties submitting an RFP.

**B. HFC DIVERSITY PROGRAM**

Qualified Proposer's engaged by HFC are encouraged to make good faith efforts to utilize subcontractors or include subcontractors as part of the Proposer's team who are certified, diverse suppliers of goods and services in accordance with the Contractor Diversity Program established by HFC, available at [www.houstonfirst.com/DoBusiness.aspx](http://www.houstonfirst.com/DoBusiness.aspx). If the Proposer is a Minority Woman Disadvantaged Business Enterprise (MWDBE) certified by the City of Houston or a historically-underutilized business (HUB) certified by the State of Texas, please note such certification in the RFP.

**C. EVALUATION CRITERIA**

The Selection Committee will use the following Evaluation Criteria to score RFPs:

<b>Evaluation Criteria</b>	<b>Available Points</b>
<b>1. Revenue Proposal</b>	50
<b>2. Business Plan</b>	40
<b>3. Diversity Commitment</b>	10
<b>Total Available Points</b>	<b>100</b>

**D. INTERVIEWS AND SHORT LISTING**

HFC reserves the right to conduct interviews or to proceed without conducting interviews. The purpose of interviews, if conducted, would be to provide Proposers an opportunity to introduce their team, describe their proposed design and operation of their NHDAS and clarify and expand upon aspects of their RFP. They also present HFC an opportunity to evaluate key personnel and discuss issues related to revenue proposals, business plans, diversity commitment, and additional services.

HFC reserves the right to interview only a short list of Proposers or to establish a short list of Proposers without conducting interviews. Proposers (either all or a short list) may be subsequently re-interviewed for final evaluation.

**SECTION 4 - INSTRUCTIONS TO PROPOSERS**

**A. GENERAL INSTRUCTIONS**

Proposers should read, review and understand this RFP, all the attachments, and any addenda issued. Proposers must submit their responses in accordance with the instructions given in this RFP. Responses should be prepared as specified herein regarding form, content and sequence. HFC must receive delivery of the responses at the address specified on the cover page of this RFP no later than the date and time specified on such cover page (the Submission Deadline). Submittals received at the wrong location or after the exact time specified for receipt will not be considered.

Each Proposer must submit seven (7) hard copies and one electronic copy of their response to this RFP. All responses should be enclosed in a single sealed package, with the name and address of the Proposer in the upper left hand corner, and marked, "Request for Proposals– Neutral Host Distributed Antenna System Provider for George R. Brown Convention Center."

Each response must be printed and contained in an 8 ½" x 11" 3-ring binder with tabbed dividers corresponding to the numbers delineating each section as described in **Section C** below. Proposers must also provide a complete electronic copy of the RFP as an Adobe Portable Document Format (PDF) file on a flash drive. Supplemental information may be included where indicated as part of a clearly marked appendix.

When responding to the requirements below, each Proposer has the responsibility to clearly indicate the source of experience and capabilities. Each Proposer should specifically indicate which entity or member of your RFP team is relevant to each of the requirements below.

## **B. LETTERS OF CLARIFICATION/SUBMISSION OF QUESTIONS**

All questions regarding this RFP should be clearly presented in writing and transmitted by email to [bids@houstonfirst.com](mailto:bids@houstonfirst.com). The deadline for submittal of questions is provided on the cover page of this RFP. Responses to all written questions, corrections and clarifications to the RFP will be made in writing, posted on [www.houstonfirst.com/DoBusiness.aspx](http://www.houstonfirst.com/DoBusiness.aspx) and made available to Proposers.

When issued by HFC, Letters of Clarification automatically become part of this RFP and supersede any previous specifications or provisions in conflict therewith. By submitting a RFP, Proposers shall be deemed to have received the Letters of Clarification and to have incorporated them into their RFP. Verbal responses will not otherwise alter the specifications, terms and conditions stated herein. It is the responsibility of the Proposer to monitor the foregoing link and ensure they receive any such Letters of Clarification.

Proposers may only rely upon written information provided by HFC. Proposers should not rely upon, and HFC is not responsible for, any oral information or instructions provided in reference to the RFP. **Proposers and their RFP team members must not attempt to contact members of HFC staff, City of Houston staff, anyone associated with the implementation of the RFP or Selection Committee members to discuss or ask questions about the contents of the RFP, other than in writing as provided above. Improper contact with HFC personnel, City of Houston personnel or others may result in disqualification of the Proposer.**

## **C. INSTRUCTIONS FOR THE SUBMITTAL**

Responses should be in full and complete answer form, numbered consecutively, and with all requested information enclosed. Each Proposer should provide as much information as necessary to properly convey its ideas, and when applicable, provide any relevant additional information in an appendix.

Submittals must consist of the following sections in the sequence shown below. A set of tabs to identify each part of the response should be inserted to facilitate quick reference.

<b>Tab</b>	<b>Title</b>
1.	Table of Contents
2.	Cover Letter
3.	Business Plan
4.	Revenue Proposal
5.	Draft Agreements

### **1. TABLE OF CONTENTS**

Proposers should list elements of the RFP and identify any additional materials included in any appendix.

### **2. COVER LETTER**

Proposers must provide a summary including the Proposer's name, address, telephone number, fax number, email address, federal tax ID number, and name and title of contact person. Identify the Proposer and the members of your team.

### **3. BUSINESS PLAN**

Proposers must submit a complete business and technical plan ("Business Plan") describing their approach to the design, construction, implementation and operation of the NHDAS and how the Proposer intends to meet/and or exceed HFC's goals and objectives. The Business Plan should include, but is not limited to, the information listed below:

- a. **Approach:** Describe your approach to management of the NHDAS project with sufficient detail to allow HFC to effectively consider your Proposal including, but not limited to, project implementation and day-to-day operations, anticipated office/storage space facilities, staffing requirements, operational hierarchy and after-hours availability and required permits.
- b. **Technical Overview:** The technical portion of the Business Plan should contain a high-level system overview including the use of GRBCC infrastructure (if any), proposed traffic capacity (no less than 70,000 persons in the GRBCC) and utilization, and potential system upgrades.
- c. **Project Schedule:** Provide an anticipated project schedule based on the Milestones set forth below. The timeline for completion of this project is critical to HFC in anticipation of the NFL Fan Experience during Super Bowl LI. Therefore, clearly outline a project schedule that supports the Milestones set forth below. Describe any challenges/and issues that should be addressed in meeting HFC's goals and objectives.

Provide the following, at a minimum:

- a. Detailed implementation schedule evidencing an orderly progression of events leading to the timely installation, completion and acceptance of the NHDAS.
- b. Implementation schedule may include, but is not limited to, equipment delivery, installation, cut over plans, and wireless carrier(s) connection.

Milestone	Completion Date
Carriers Identified	March 1, 2016
Detailed Design Review	30 days after Agreement execution
Completion Date	December 1, 2016
Final Acceptance Date	December 31, 2016
Performance Measure	February 28 – February 8, 2017

a. **Appendices:** Include the following information as appendices:

- i. Manufacture's catalog information for all major equipment and components proposed.
- ii. Proposed physical and logical diagrams of the NHDAS infrastructure including cabling, pathways, and antenna locations.
- iii. Proposed RF coverage maps of GRBCC, and adjacent or nearby HFC property by frequency.
- iv. A sample wireless carrier sub-licensing agreement.

#### 4. REVENUE PROPOSAL

The selected Proposer will be required to pay HFC either a percentage of quarterly gross revenues received from any source related to the NHDAS during the initial term or any renewal term of the Agreement or a proposed minimum guarantee set forth in this RFP, whichever is greater, during each quarterly of the initial ten (10) year term of the Agreement and any renewal term. For purposes of this RFP, annual gross revenue from the NHDAS includes all sources of revenue derived from the NHDAS, including but not limited to, sublicense revenue from mobile carriers and others, fees, and rentals. Complete attachment D and return with your response.

It is HFC's intent to capture a share of the fair-market value of any in-kind contributions which reduce, or are accepted in lieu of, rent or revenues (such as equipment or services). Provisions addressing the inclusion of in-kind services and revenues and HFC's share of such revenue will be a part of any final Agreement between HFC and the selected Proposer.

Provide the following information, at a minimum:

- a. Projected capital expense for the design and installation of the NHDAS.
- b. Projected gross revenue annually (including carrier sublicense revenue, financial contributions, and other sources).
- c. Projected revenue share to HFC quarterly based on a percentage of the gross revenue and a minimum quarterly guarantee.

## **5. DRAFT AGREEMENTS**

The successful Proposer shall enter into an Access Agreement for the installation, operation, and maintenance of a NHDAS. Additionally, the successful Proposer shall have the exclusive right to enter into sub-licensing Agreements with major cellular carriers for use of the NHDAS at GRBCC. Proposers must provide HFC with a draft of a sample Access Agreement, draft service level agreement as well as a draft sub-licensing Agreement entered into by cellular carriers.

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## SECTION 5 – ATTACHMENTS

### Attachment A – Additional Terms and Disclosures

**BY SUBMITTING A PROPOSAL IN RESPONSE TO AN RFP ISSUED BY HFC (HOUSTON FIRST CORPORATION) PROPOSER AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, DISCLAIMERS AND REQUIREMENTS SET FORTH IN THIS ATTACHMENT AND THIS RFP.**

**PUBLIC INFORMATION:** As HFC is subject to the Texas Public Information Act (TPIA), all information submitted by Proposers is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such clearly and unambiguously. Proposers will be advised of any request for public information that implicates their materials and will have the opportunity to raise objections to disclosure with the Texas Attorney General at their costs and expense.

**EXPENSE, OWNERSHIP AND DISPOSITION:** HFC shall not be responsible in any manner for any costs associated with the preparation or submission of any documents or materials purchased, prepared or presented during any interviews or any additional documentation provided or requested by HFC. All submitted documents, including all drawings, plans, photos, and narrative material, shall become the property of HFC upon receipt by HFC.

HFC shall have the right to copy, reproduce, publicize, release or otherwise dispose of each submittal in any way that HFC selects. HFC shall be free to use as its own, without payment of any kind or liability therefore, any idea, scheme, technique, suggestion, layout, or plan received during this RFP process.

**RIGHT OF REJECTION:** HFC reserves the right to reject any or all submittals, to waive any informality in such submittals, to request new submittals or to not proceed to do the work or to proceed to do the work in any other manner for any reason. The receipt of any submittal shall not in any way, obligate HFC to enter into an agreement, concession agreement or any other contract of any kind with any Proposer/Respondent.

**RIGHT TO RECEIVE ADDITIONAL INFORMATION AND VERIFICATION OF REFERENCES:**

HFC reserves the right to request any additional information at any time to assist in its evaluation. HFC reserves the right to verify all submitted information, including all references and to contact third parties for additional references and information as it deems advisable. If any information stated in the Proposal is found to be misrepresented in any manner, this may be grounds for disqualification of the Proposal.

**PROPOSER QUESTIONS:** If any Proposer finds discrepancies or omissions in or there is doubt as to the true meaning of any part of this RFP or if any Proposer has any questions regarding this RFP, written request for a clarification or interpretation should be clearly presented in writing and transmitted by email to address set forth on the cover page. The deadline for submittal of questions is set forth on the cover page. Responses to all written questions, corrections and clarifications to this RFP will be made in writing and made available to all prospective Proposers as an RFP addendum. Only questions pertaining to the information and requirements in this RFP will be answered. HFC is not responsible for

any explanation, clarification, interpretation or approval made or given in any manner except by addendum. Any addenda so issued are to be considered part of this RFP document.

**CONTACT WITH HFC PERSONNEL:** Proposer may only rely upon written information provided by HFC. Proposer shall not rely upon, and HFC shall not be responsible for, any oral information or instructions provided in reference to this RFP. Proposer must not attempt to contact members of the Proposal Evaluation Team, HFC staff, City of Houston staff or the Selection Committee to discuss or ask questions about the contents of this RFP, other than in writing as provided above. Improper contact with HFC personnel may result in the disqualification of the Proposer.

**ADEQUACY OF INFORMATION:** The information presented in this RFP is provided solely for the convenience of Proposers and other interested parties. It is the responsibility of the Proposers and interested parties to assure themselves that the information contained in this package is accurate and complete. HFC provides no assurances pertaining to the accuracy of the data in this RFP.

**ADDITIONAL DISCLAIMERS AND RESERVATIONS:** HFC reserves the right to postpone the submittal due date. HFC reserves the right to cancel this RFP; issue addenda to this RFP; re-advertise and issue a new solicitation document; reject any and all responses to this RFP in whole or in part; require amendments or modifications to the responses it receives with no liability whatsoever; or pursue other options when it is in HFC's best interest to do so.

Each Proposer and its qualified team must not have any pending, active or previous legal action or conflict of interest that would, in HFC's sole judgment, prevent the Proposer from fulfilling their obligations under the Agreement

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Attachment B--Services Agreement Terms and Conditions

**IN ADDITION TO THE REQUIREMENTS IDENTIFIED IN ATTACHMENT A OF THIS RFP, THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO BE INCLUDED IN ANY AGREEMENT FOR SERVICES ENTERED INTO BY HFC (HOUSTON FIRST CORPORATION) AND ANY CONTRACTOR. CONTRACTOR AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, DISCLAIMERS AND REQUIREMENTS SET FORTH IN THIS ATTACHMENT AND THIS RFP.**

**PREVAILING WAGE REQUIREMENT:** Contractor shall comply with governing statutes providing for labor classifications of wage scale for each craft or type of laborer, worker, or mechanic.

Prevailing wage rates applicable to the work may be one or a combination of the following wage rates identified at [www.houstonfirst.com/DoBusiness.aspx](http://www.houstonfirst.com/DoBusiness.aspx), which is incorporated herein for all purposes by this reference.

Contractor warrants and represents that it has carefully examined the classifications for each craft or type of worker needed to execute the work and determined that such classification include all necessary categories to perform the work. If Contractor believed that an additional classification for a particular craft or type of worker is necessary to perform work under the Agreement, it must submit such request to HFC to use an additional labor classification not listed therein and specify the proposed new classification. If HFC decides that a new classification is necessary, it will determine the appropriate prevailing wage rate for any resurveyed, amended, new or additional craft or type of worker not covered. Such determination will be made by HFC in compliance with the applicable law.

Each week, Contractor shall submit directly to the HFC project manager certified copies of payrolls showing classifications and wages paid by Contractor, subcontractors, and suppliers for each employee under the Agreement, for any day included in the Agreement.

**INSURANCE:** Contractor shall provide and maintain in full force and effect from the date of execution of the Agreement until final completion of the work, including all extensions and amendments thereof, at least the following insurance and available limits of liability.

Commercial General Liability, including Contractor's Protective, Board Form Property Damage, Contractual Liability, Explosion, Underground and Collapse, Bodily Injury, Personal Injury, Products and Completed Operations	Combined single limit of \$1,000,000 per occurrence, subject to a general aggregate of \$2,000,000; Products and Completed Operations \$1,000,000 aggregate
Automobile Liability Insurance	\$1,000,000 combine single limit including Owned, Hired, and Non-Owned and Auto Coverage

Workers' Compensation	Statutory for Worker's Compensation. Contractor is not allowed to self-insure Worker's Compensation
Employer's Liability	Bodily injury by Accident \$1,000,000 (each accident) Bodily injury by Disease \$1,000,000 (policy limit) Bodily injury by Disease \$1,000,000 (each employee)
Owner's and Contractor's Protective Liability	\$1,000,000 combined by single limit
Excess Coverage	\$1,000,000 each Occurrence/ combined aggregate in excess of limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability

Insurance may be in one or more policies of insurance, from of which is subject to approval by HFC. It is agreed, however, that nothing HFC does or fails to do with regard to reviewing the forgoing foregoing insurance policies relieves Contractor from its duties to provide required coverage and HFC's actions or inactions will never be construed as waiving HFC's rights.

The issuer or any policy shall have a Certificate of Authority to transact insurance business in Texas or be an eligible non-admitted insurer in the State of Texas and have an A.M. Best rating of at least A- with a financial size category of Class VI or better.

Each policy, except those for Workers' Compensation, must include an endorsement naming HFC and the City of Houston as additional insureds.

Each policy except Owner's and Contractor's Protective Liability, must include an endorsement to the effect that insurer waives any claim or right in nature of subrogation to recover against HFC and the City of Houston.

Contractor is solely responsible for payment of all insurance premium requirements.

**RELEASE AND INDEMNIFICATION: CONTRACTOR AGREES TO AND SHALL RELEASE HOUSTON FIRST CORPORATION, THE CITY OF HOUSTON, AND THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE INDEMNITEES' CONCURRENT NEGLIGENCE AND/OR THE INDEMNITEES' STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY AS WELL AS FROM ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THE CONTRACT.**

**CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HOUSTON FIRST CORPORATION, THE CITY OF HOUSTON, AND OTHER AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, "INDEMNITEES") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COPYRIGHT INFRINGEMENT, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE CONTRACT AS WELL AS FOR ALL LIABILITY FOR DAMAGES OR OTHER RELIEF ARISING UNDER FEDERAL OR STATE EMPLOYMENT LAWS RELATING TO OR INVOLVING PERSONNEL EMPLOYED BY CONTRACTOR UNDER THE CONTRACT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO (I) CONTRACTOR AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS, CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; THE INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PROPOSER IS IMMUNE FROM LIABILITY OR NOT; AND INDEMNITEES' AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FOR LIABILITY OR NOT; AND (II) ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL OR STATE EMPLOYMENT LAWS, INCLUDING WITHOUT LIMITATION, ALL CLAIMS AND CAUSES OF ACTION BROUGHT AGAINST INDEMNITEES BY CONTRACTOR'S PERSONNEL AND/OR GOVERNMENT AGENCIES ARISING FROM, RELATING TO, OR INVOLVING SERVICES OR CONTRACTOR'S PERSONNEL UNDER THE CONTRACT.**

**CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE INDEMNITEES HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE INDEMNITEES FOR THEIR SOLE NEGLIGENCE. CONTRACTOR SHALL REQUIRE ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO RELEASE AND INDEMNIFY THE INDEMNITEES TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE INDEMNITEES.**

**HFC SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS (DIRECT OF INDIRECT) AND LOST REVENUES HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF HFC HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY SUCH DAMAGES.**

If HFC or Contract receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within thirty (30) days. The notice must include a description of the indemnification event in reasonable detail, the basis of which indemnification may be due, and the anticipated amount of the indemnified loss.

This notice does not stop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within the thirty (30) day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the HFC. Proposer shall then control the defense and any negotiations to settle the claim. Within ten (10) days after receiving written notice of the indemnification request, Contractor must advise HFC as to whether or not it will defend the claim. If Contractor does not assume the defense, HFC may assume and control the defense, and all defense expenses constitute an indemnification loss.

If Contractor elects to defend the claim; HFC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of HFC, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnitees to comply with restrictions or limitation that adversely affect the Indemnitees, (ii) would require the Indemnitees to pay amounts that Proposer does not fund in full, (iii) would not result in the Indemnitees' full and complete release from all liability to the plaintiffs or claimants who are parties to otherwise bound by the settlement.

**FORCE MAJEURE:** Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by an occurrence of Force Majeure.

For the purposes of this Agreement, the term "Force Majeure" shall mean fires, floods, hurricanes, tornadoes, explosions, war, terrorism, and the acts of a superior governmental or military authority. The term Force Majeure does not include strikes, slowdown or other labor disputes; changes in general economic conditions, such as inflation, interest rates, economic downturn, or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical.

Relief is not applicable unless the affected party uses due diligence to remove the Force Majeure as quickly as possible and provides the notice describing the actual delay or non-performance incurred within ten calendar days after the Force Majeure ceases. An occurrence of Force Majeure shall not extend the Term.

**INSPECTIONS AND AUDITS OF RECORDS:** Upon reasonable notice, either party shall have the right to examine and review the other party's books, records, and billing documents which are directly related to performance or payment under this Agreement. Nothing in this section shall affect the time for bringing a cause of action or the applicable status of limitations.

**GOVERNING LAW/VENUE:** Contractor shall strictly comply with all applicable laws, ordinances, codes, and regulations that affect performance by Contractor hereunder, and shall pay before delinquent any taxes and assessments levied, assessed, or charged by any lawful authority upon Contractor's proceeds under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas without regard to

conflict of law principles. Any litigation in connection with this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

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**Attachment C**  
**Coverage Footprint**

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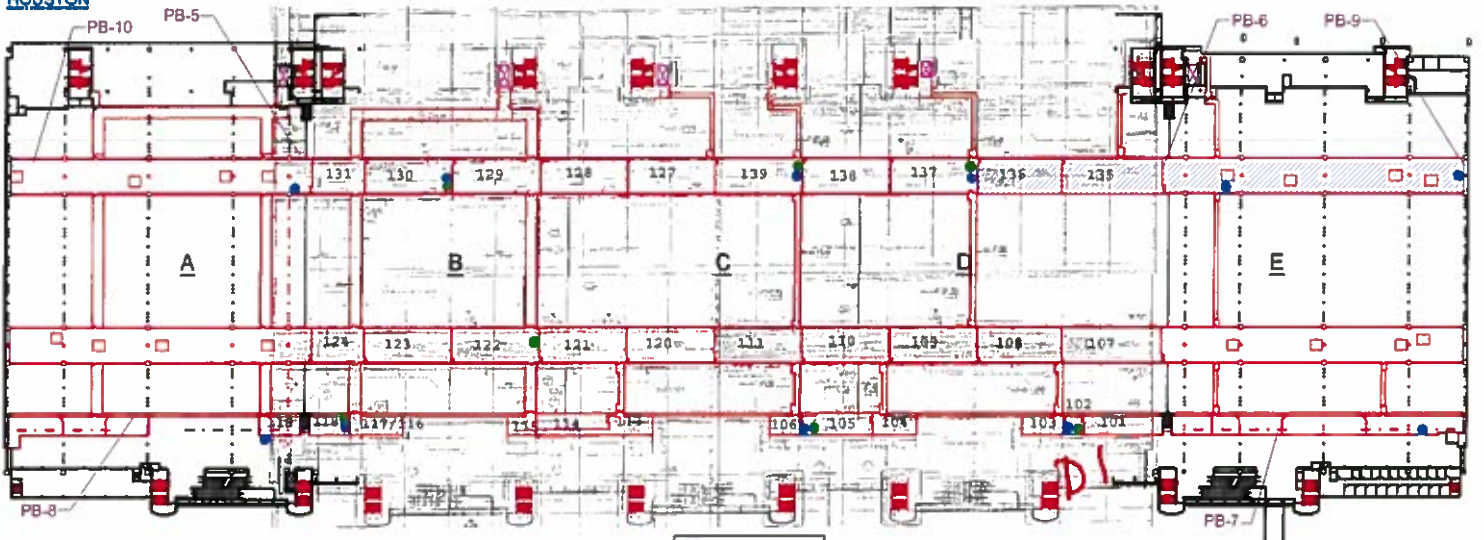




GEORGE R. BROWN CONVENTION CENTER



LEVEL TWO



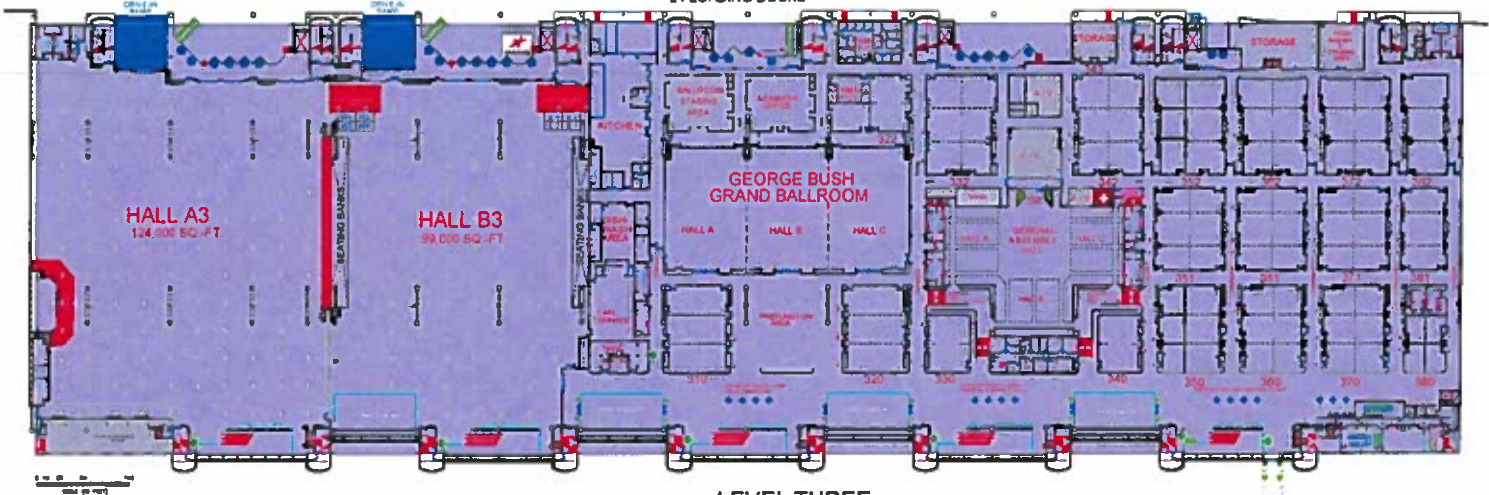
● FIBER CONNECTION  
● NEW BAS NETWORK SWITCH  
MECHANICAL LEVEL - +35



# GEORGE R. BROWN CONVENTION CENTER



24 LOADING DOCKS

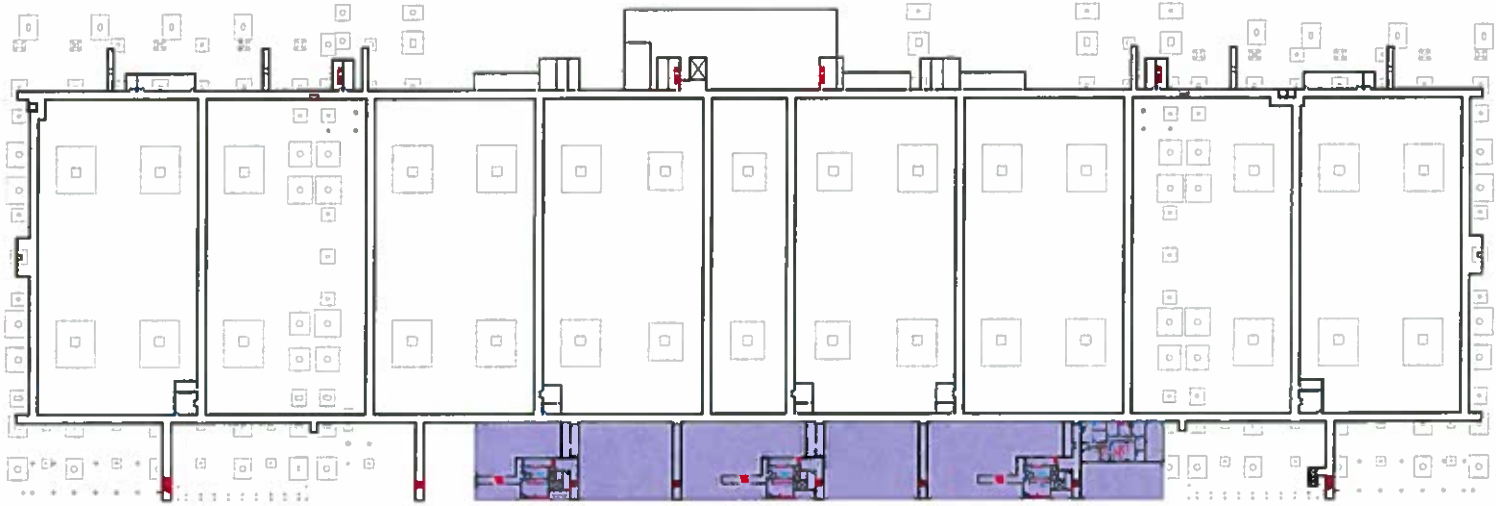


LEVEL THREE





**GEORGE R. BROWN CONVENTION CENTER**

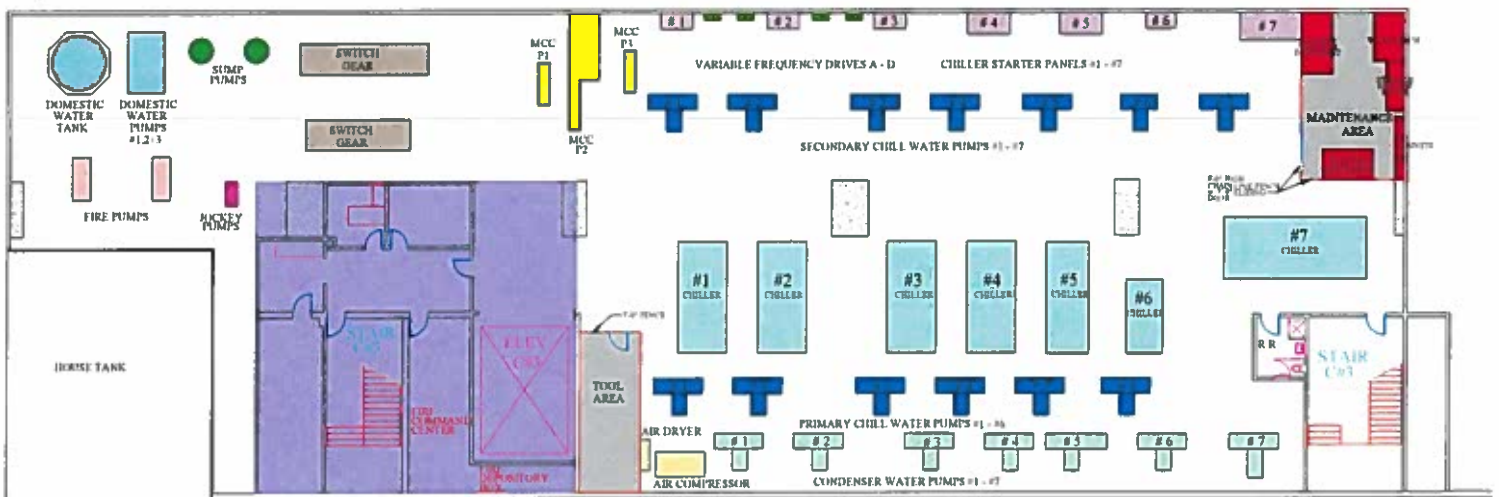


0 10 20 30 40 50 60 70 80  
FOOT

**BASEMENT LEVEL**



# GEORGE R. BROWN CONVENTION CENTER



**LEVEL - MAIN PLANT**

Attachment D  
Revenue Proposal

Years 1-10

Percentage of Quarterly Gross Revenue  
\_\_\_\_\_ %

Minimum Quarterly Guarantee  
\$ \_\_\_\_\_

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By \_\_\_\_\_  
Name:  
Title:  
Company Name: