

# UNIVERSITY OF NORTH TEXAS SYSTEM™

## REQUEST FOR PROPOSALS

**Request for Proposal #:**  
**Request for Proposal Name:**  
**Site Visit DATE & TIME:**  
**RFP DUE DATE AND TIME:**

**RFP752-13-142967-CM**  
**Bruce Hall Ceiling and Door Renovations**  
**April 11, 2013 @10:00AM**  
**April 26, 2013 @10:00AM**

**RETURN SEALED PROPOSALS TO:**

**Physical Address (i.e. hand delivery and overnight):**  
UNT System Business Service Center  
1112 Dallas Dr., Suite 400  
Denton, Texas 76205

**INSTRUCTIONS FOR A FACSIMILE RESPONSE:**

Fax Responses will not be accepted for this RFP.

If there are any questions regarding this RFP, please submit solicitation questions to: [Solicitation Inquiry](http://bsc.untssystem.edu) located at [bsc.untssystem.edu](http://bsc.untssystem.edu). Bids Listing Page. All questions must be received no later than April 19, 2013 at 10:00AM CST. All questions and answers will be posted to the website by 5:00PM CST, April, 22, 2013.

A copy of this proposal form is posted at and may be downloaded from: [bsc.untssystem.edu](http://bsc.untssystem.edu)

Check below if preference claimed under TAC, Title 34, as amended

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formally contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

By signing this proposal, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code (TAC), Title 34, as amended.

In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBS) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

*Are you a certified HUB? (circle one) YES or NO*

*If yes, please circle the organization or entity certified with below and include a copy of your certificate:*

Texas Comptroller of Public Accounts; NCTRCA; MBDC;  
Other \_\_\_\_\_

*If yes, please also specify:* Ethnicity \_\_\_\_\_ & Gender \_\_\_\_\_

**IF SUBMITTING A PROPOSAL, RFP MUST BE SIGNED and ALL attached files must be printed and returned with proposal package. The HUB Subcontracting Plan must be submitted in a separate clearly marked envelope. You shall submit a clearly marked original, one (1) duplicate copy, and one (1) CD/DVD in a single PDF format (CD's with more than the requested information will be considered non-responsive). Sealed proposals should be received NO LATER THAN the specified due date and time. UNTS reserves the right to accept late proposals, however proposals received after opening time will not be accepted. Show RFP opening date, RFP number, and return address of firm on sealed proposal envelope. Incomplete proposals will be disqualified.**

**RESPONDENT MUST FILL IN AND SIGN BELOW:**

**(FAILURE TO SIGN WILL DISQUALIFY PROPOSAL)**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PAYEE ID#: \_\_\_\_\_

AUTHORIZE AGENT: \_\_\_\_\_

(Print or Type Name)

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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*[List any other Exhibits here in order mentioned in RFP]*

RFP Checklist-Please use this checklist to make sure you are providing all the proper documents

- ( ) All UNTS provided RFP forms completed
- ( ) Proposal signed
- ( ) Proposed contract supplied (if applicable)
- ( ) Original and one (1) CD/DVD in a single PDF format
- ( ) If requested, supporting product or service documentation provided
- ( ) Addendums included in response

**NOTICE--IN ADDITION TO THE ITEMS LISTED BELOW, THE TERMS AND CONDITIONS OF THIS RFP ARE ATTACHED AS ATTACHMENT "A".**

**IMPORTANT NOTICE: ANY PROPOSED CHANGES TO THE TERMS AND CONDITIONS OUTLINED IN THIS RFP MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS RFP. FAILURE TO PROVIDE SUCH MAY PREVENT UNITS FROM AGREEING TO ANY CHANGES IN OUR STANDARD TERMS AND CONDITIONS AND COULD AFFECT THE AWARD OF THIS RFP.**

**The laws of the State of Texas must prevail on all responses.**

**1.0 SCOPE OF WORK/DESCRIPTION OF GOODS (COMMODITY CODE: 910-01; 910-15; 910-52:)**

In accordance with Education Code 51.9335, the University of North Texas System, subsequently referred to as UNTS, is accepting proposals and intends to enter into an agreement with a vendor that specializes in **Ceiling and Door Renovations** in accordance with the terms and conditions and requirements set forth in this Request for Proposal. The resulting pricing, terms and conditions shall be extended to the the University of North Texas (UNT), the University of North Texas Health Science Center (UNTHSC), University of North Texas at Dallas (UNTD) and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

**1.1 Specifications: See Attachment B**

**1.2 Pricing: SEE ATTACHMENT**

**1.3 PAYMENT AND PERFORMANCE BOND:** In accordance with Texas Government Code 2253, a Payment Bond is required for all public works agreements over \$25,000 and a Payment and Performance Bond for all public works agreements over \$100,000. It is estimated that this agreement will be over \$100,000 so a Payment and Performance Bond is required. The cost of the Payment and Performance Bond should be listed separate from your pricing of the project. Please provide the amount as a total bond cost. If awarded the agreement, vendor will have to secure bonding and the bonding company to provide UNT System with proper documentation. UNT System will pay bonding costs to the awarded vendor as a pass through amount with proper documentation provided along with an invoice.

**Payment bond,** Per thousand dollars of bonding.

Bidder fill in percent charged to UNT. per thousand \$ at \_\_\_\_\_%

**2.0 SITE INSPECTION:**

A scheduled Pre-Proposal Meeting shall be held on **April 11, 2013 promptly at 10:00AM. The location of the Inspection is Bruce Hall, 1624 Chestnut, Concert Hall, Denton, TX 76203. The room number will be provided at the Front Desk of Bruce Hall.**

**3.0 EVALUATION:**

As provided by statute, awards will be based on the best proposal most advantageous to UNTS. Determination will be made by consideration of prices offered, delivery date, quality, general reputation, and performance of the respondents, service as related to past performance, suitability of items for the intended use and conformity to specifications, terms and conditions of this Request for Proposal. UNTS reserves the rights to reject all proposals that UNTS determines in its sole judgment are not in the best interest of the institution.

#### 4.0 SELECTION PROCESS:

Selection of the Successful Offer submitted in response to this RFP by the Submittal Deadline will be made using the competitive process described below.

After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations. The selection of the Successful Offer may be made by UNTS on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by UNTS on the basis of negotiation with any of the respondents. At UNTS's sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest rated offers. UNTS will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. UNTS will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer, however, UNTS reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

After the submission of offers but before final selection of the Successful Offer is made, UNTS may permit a respondent to revise its offer in order to obtain the respondent's best final offer. UNTS is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNTS.

UNTS reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of UNTS.

**4.1 Evaluation of Criteria:** The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and is the most advantageous to UNTS in UNTS's sole discretion. Offers will be evaluated by an evaluation committee that will include employees of UNTS and other persons invited by UNTS to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to UNTS by the respondent in response to the Specifications section of this Proposal. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to UNTS. The successful respondent will be required to enter into a contract acceptable to UNTS.

The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. UNTS may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of UNTS and will be extended in writing

In evaluating Proposals to determine the best value for the State, UNTS may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System.

**4.2 Respondent's Acceptance of Process:** Submission of an offer by a respondent indicates: (1) the respondent's acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the respondent's recognition that some subjective judgments must be made by UNTS during this Proposal process.

**5.0 SUBMITTAL DEADLINE:**

To respond to this Proposal via mail, respondents must submit the information requested in the Specifications section of this Proposal and any other relevant information in a clear and concise written format to:

**Via hand delivery or overnight**  
**(i.e. FedEx, UPS, etc.)**  
Chris McCaskill  
Senior Buyer  
Business Service Center  
1112 Dallas Dr. Suite 4000  
Denton, Texas 76205

Offers must be submitted in an envelope or other appropriate container and the name and return address of the respondent must be clearly visible. All offers shall be received at the above address no later than the due date and time listed on Page 1 of this RFP. UNTS reserves the right to accept late proposals, however proposals received after opening time will not be accepted.

**Proposals will be received until the date and time established for receipt, then opened. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be divulged until after contract award.**

**6.0 SCHEDULE OF EVENTS.** The solicitation process for this RFP will proceed according to the following schedule:

<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Issue RFP	<b>4/5/13</b>
Site Visit	<b>4/11/13</b>
Deadline for Submission of Questions	<b>4/19/13</b>
Deadline for Submission of Proposals/RFP	<b>4/26/13</b>

**6.1 REVISIONS TO SCHEDULE.** UNTS reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the UNTS website and the Electronic State Business Daily as an Addendum.

**7.0 QUESTIONS:**

Please submit solicitation questions to: [Solicitation Inquiry](#) located at [bsc.untsystem.edu](http://bsc.untsystem.edu) Bids Listing Page.

**All questions must be received no later than April 19, 2013 at 10:00AM CST. All questions and answers will be posted to the website by 5:00 pm CST, April, 22, 2013.**

UNTS may in its sole discretion respond in writing to questions concerning this Proposal. Only UNTS's responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNT's website located at [bsc.untsystem.edu](http://bsc.untsystem.edu). Oral or other written interpretations or clarifications shall be without legal effect.

**8.0 REFERENCES (REQUIRED):**

Respondents, please list three (3) companies who have been using your firm for similar or like services on a regular basis for the past 6-12 months. By listing references respondent agrees that UNTS may investigate these references and consider them as a basis to determine award of this RFP.

Company Name: \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Area Code and Telephone: \_\_\_\_\_

Company Name: \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Area Code and Telephone: \_\_\_\_\_

Company Name: \_\_\_\_\_

Person to Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Area Code and Telephone: \_\_\_\_\_

## **ATTACHMENT "B"**

### **SPECIFICATIONS & REQUIREMENTS**

#### **SCOPE OF WORK:**

PROVIDE EQUIPMENT AND LABOR TO COMPLETE THE FOLLOWING: Installation of hallway and corridor ceiling (approx. 2,800sf) and modification of 66 wood doors. All installations will be priced, firm and fixed at quoted contract prices.

#### **GENERAL REQUIREMENTS:**

- In performance of the service the contractor shall protect the work, adjacent property, and persons in a manner satisfactory to the University.
- Special attention shall be given to the observation of all safety precautions so that the work will not damage or endanger students, employees, property or the general public.

#### **SUPERVISOR AND CREW:**

- During all phases of work the successful respondent shall provide a lead man, competent and available at the job site during this project and within reason, remain until the approved job completion.
- The successful respondent shall be responsible for ensuring compliance by their personnel within the following UNT policies.
- Wear company uniform.
- Have photo identification for all workers and subcontracted workers.
- Shall be smoke-free and drug-free work place/environment.

#### **DOORS (Typical):**

- Bedroom door shall have a total under-cut of 7/16".
- Proceed with installation only after unsatisfactory conditions have been corrected.

#### **MODIFICATIONS:**

- Install doors in accordance with DHI.
- Set doors plumb, level, and true alignment and securely fastened to hinges.
- Install doors accurately in frames, maintaining specified clearances.
- Operation: Re-hang or adjust doors that do not swing or operate freely.
- All installers will install a test door first, upon approval they may continue. The company who receives this award must prove their installers have a proven record of successful installations. Please provide relevant experience and successful installation over the past 3 years. Do not utilize inexperienced installers.
- All workers shall utilize dust protection when needed.
- All flooring is to be protected at all times.



### **CEILING (Acoustic Lay-in, Installation):**

- Provide and install new suspension system (ceiling grid)
- Install new wire as needed to provide hanger wire on 4' centers. Additional wires shall be provided so all 2'x4' lay in light fixtures shall receive one wire on all four corners.
- Install all new grid system.
- Grid shall be, 15/16", exposed "T", aluminum with white baked polyester paint finish.
- Laser leveled, no deflection allowed.
- Install all lay-in ceiling tiles. USG ceilings radar 2'x2' square edge lay-in ceiling tile, Model #R2110 or approved equal.

### **DELIVERY, STORAGE AND PROTECTION:**

- Protect all products per manufacturer's requirements.
- Comply with requirements of referenced standard and manufacturer's written instructions.
- Protect doors to prevent damage.
- Mark each door on top rail with opening number used on shop drawings.
- Successful respondent shall be given two resident rooms on 4<sup>th</sup> floor. It will be their responsibility to move the furniture into the next room and store, then return furniture when that room is no longer needed.
- Successful respondent shall carefully inspect materials to assure no materials have been damaged in transit.
- Once successful respondent and UNT representative have agreed on the condition then the successful respondent shall be responsible for their safe keeping and shall replace, at no cost to UNT, all materials that were damaged or destroyed in their care.

### **Work by others under separate contract:**

- Electrical
- HVAC venting

### **WORKMANSHIP:**

- All work shall be completed in a neat and orderly fashion.
- All debris shall be cleaned up and removed.
- All workers shall wear an ID badge and/or wear company uniform as required.
- Provide shop drawings if required.
- All measurements provided by UNT Auxiliary Services are estimates; **Field verify all measurements.**
- All work shall meet all State, Local and Federal Codes.
- Meet all codes and laws of the ADA, TAS and TDSHS.
- Follow all work area standards of UNT and OSHA.
- Follow all UBS, Local, State and Federal building codes as pertaining to that specific project.
- All work performed under this invitation for bid shall be accomplished in strict accordance to additional specifications and drawings that shall be provided specific to that project.
- By accepting a purchase order generated by this contract the successful bidder shall accept all the provisions of that purchase order, in addition to the specifications within this document.
- Use extreme care when working on atrium area. Plywood walk boards required at all times.

**INSTALLATION SCHEDULE:** Successful bidder shall install and modify all doors during UNT early summer break, 2<sup>nd</sup> & 3<sup>rd</sup> floors May 13<sup>th</sup> – June 6<sup>th</sup>, 2013 (doors only); 4<sup>th</sup> floor June 10<sup>th</sup> – August 2<sup>nd</sup>, 2013 (doors and ceiling). Bidders must provide a crew of sufficient size to complete installation on schedule.

- Install doors in accordance with DHI.
- Set doors plumb, level, and true alignment and securely fastened to hinges.
- Install doors accurately in frames, maintaining specified clearances.
- Operation: re-hang or adjust doors that do not swing or operate freely.
- Modify existing doors (66) for undercut.

**CLEAN-UP:** All debris and excess materials shall not be allowed to accumulate and shall be removed daily and site shall be left broom clean. Site shall be vacuumed clean and be free from shavings and dust. Entire site shall be left free from dust, debris, and excess materials before job is completed. Failing to do so, contractor shall bear all cost of restoring site acceptable.

**INSURANCE:** The contractor shall procure, pay for and maintain with insurance carriers the following:

**Workers' Compensation Insurance:**

- The Contractor shall secure and keep in effect such insurance as will protect contractor from claims under all Worker's Compensation Laws including occupational Disease as required by the State of Texas.
- Certificates of such insurance shall be filed by the Contractor with the Owner and shall be subject to the Owner's approval as to carrier and adequacy, prior to commencement of work.
- The Contractor shall ascertain that all Sub-Contractors secure and keep in effect similar insurance covering their employees.
- Workers Compensation at statutory limits and include Employer's Liability at the following limits:
  - \$500,000 each accident (bodily injury by accident)
  - \$500,000 policy limit (bodily injury by disease)
  - \$500,000 each employee (bodily injury by disease)
- Waiver of subrogation for workers' compensation in favor of UNT System

**Liability Insurance:** The Contractor shall maintain and pay for Commercial General Liability Insurance, including Contractual Liability and Automobile Liability Insurance, in a company or companies satisfactory to the Owner, and file with the Owner certificates of such insurance with minimum limits specified below:

**Commercial General Liability:** with UNT System named as an additional insured where its interest may appear and waiver of subrogation in favor of UNT System.

- \$1,000,000 each occurrence
- \$2,000,000 aggregate

**Business Automobile Liability with UNT System named as an additional insured where its interest may appear and waiver of subrogation in favor of UNT System:**

- Combined Single Limit \$1,000,000 each occurrence

**Umbrella Liability Insurance \$2,000,000 limit.**

**The insurance certificate must:**

- Show that the Contractual Liability Coverage is applicable to the Agreement, and set forth the address and specific location of the project. Address to be established during permit process.
- Set forth in full a hold harmless agreement acceptable to the Owner.
- Include a provision that the Owner will be given thirty (30) days written notice of cancellation, non-renewal or material changes of insurance coverage.

**Certificates indicating coverage to be enforced shall be filed with the UNT System prior to commencement of work. Furthermore, certificates shall include no disclaimer for failure to notify UNT System and will clearly state, notice of cancellation of policy will be given to UNT System in writing. No work shall be performed under this Agreement unless the insurance coverage required hereunder shall be in full force and effect. Failure to give notice will not relieve insurance carrier of responsibility.**

Vendor shall provide UNT System with proper insurance documentation. Work on the project cannot begin until the documentation is received and approved.

# UNIVERSITY OF NORTH TEXAS SYSTEM™

**Quotation Page**  
**RFP752-13-142967-CM Bruce Hall Ceiling and Door Renovations**  
**(THIS IS NOT AN ORDER)**

**Pricing in this section is for the base year “UNT fiscal year” from date of award through August 31st, 2013**

PROPOSERS: Please note; bid received without unit pricing shall be disqualified.

PROPOSERS: Pricing is to include both the monthly and quarterly cost per location

<u>Description</u>	<u>QTY</u>	<u>Cost</u>	<u>Extended Cost</u>
Turnkey cost for modification and installation as specified, please provide a unit cost:			
Cost to modify door, as per specifications.	66	\$_____ ea	\$_____
Cost to install new lay-in ceiling, as per specifications.	2,800sf		\$_____
Carpentry Technician		\$_____ per hour	
Painter		\$_____ per hour	
Helper		\$_____ per hour	
Supervisory/Lead Personnel.		\$_____ per hour	
Materials to be supplied to UNT at invoice cost plus			_____ %.
Sub-contracted services to be supplied to UNT, at invoice cost plus			_____ %.
Additional percentage for after hour and weekend work			_____ %
<b><u>Additional Charges: (if applicable)</u></b>			
_____			\$_____
_____			\$_____
_____			\$_____

**ATTACHMENT "A"**  
**TERMS AND CONDITIONS**

**ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE SOLICITATION:**

**1.0 Response Requirements:**

- a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.
- b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
- c. Responses should be submitted on this form. Responses will be time stamped on or before the hour and date specified for the response opening.
- d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
- e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
- f. Response prices are to be firm for UNTS acceptance for 180 days from response opening date. "Discount from list" Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- g. Respondents must give unit prices for each item to be purchased. Respondents may response less than the total number of items. An "All or None" response by Respondent may be rejected at the option of UNT System.
- h. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:  
Enter Federal Employer's Identification Number \_\_\_\_\_
- i. Responses cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNTS based on an acceptable written reason.
- j. Purchases made for UNTS use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
- k. UNTS reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNTS.
- l. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.
- m. FACSIMILE FOR RESPONSE— UNTS will not accept responses via facsimile.
- n. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNTS solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNTS Business Service Center Purchasing in writing are not binding on either party.
- o. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- p. Unless otherwise specified, items offered shall be new and unused.
- q. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- r. Samples, when requested, must be furnished free of expense to UNTS. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach offer to sample.
- s. UNTS will not be bound by any oral statement, or representation contrary to the written specifications of this Response.
- t. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.

**1.2 Tie Responses:** In case of tie bids, any award will be made in accordance with TAC, Title 34, as amended.

**1.3 Delivery:**

- a. Show number of days required to place material at UNTS designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- b. If delay is foreseen, respondent shall give written notice to UNTS. Vendor must keep UNTS advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNTS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- c. No substitutions permitted without written approval of UNTS Business Service Center Purchasing
- d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Service Center Purchasing

**1.4 Inspection and Tests:** All goods will be subject to inspection and test by UNTS. Authorized UNTS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may, at UNTS option, be returned to the respondent or held for disposition at respondent's expense. Latent defects may result in revocation of acceptance.

**1.5 Award of Contract:** A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNTS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against the UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

- a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
  - i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;

**ATTACHMENT "A"**  
**TERMS AND CONDITIONS**

- ii. The purchase price;
- iii. The reputation of the vendor and of the vendor's goods or services;
- iv. The quality of the vendor's goods or services;
- v. The extent to which the goods or services meet UNTS needs;
- vi. The vendor's past relationship with UNTS and its component institutions;
- vii. The impact on the ability of UNTS to comply with laws and rules relating to historically under utilized business;
- viii. The total long-term cost to UNTS of acquiring the vendor's goods or services;
- ix. And any other relevant factor that a private business entity would consider in selecting a vendor.

- b. **DEBTS TO THE STATE:** Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract
- c. If a "best offer" vendor shows not to be in "good standing" this agency may reject the response and award to the next best response.
- d. The UNTS reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever UNTS, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of UNTS.
- e. Delivery may be a factor in this award.

**1.6 Payment Terms:** UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the latter of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: UNTS Business Service Center-Payment Services; 1112 Dallas Dr. Ste. 400, Denton, TX 76205 or electronically submitted to [invoices@untsystem.edu](mailto:invoices@untsystem.edu)

- a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than 30 days delinquent for Child Support.
- b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the UNTS is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

**1.7 Patents and Copyrights:** The vendor agrees to protect UNTS from claims involving infringement of patents or copyrights.

**1.8 Vendor Assignments:** Vendor hereby assigns to UNTS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann Sec. 15.01, et seq. (1967). Inquiries pertaining to Solicitations must give solicitation number, codes, and opening date.

**1.9 Respondent Affirmation:** Signing this response with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

- a. The respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
- d. Under Section 2155.004 Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if the certification is inaccurate.
- e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- g. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- h. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards
- i. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of separation from State agency: \_\_\_\_\_

Position with respondent: \_\_\_\_\_ Date of employment with respondent: \_\_\_\_\_

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- 1.10 Pursuant to Section 231.006 of the Family Code**, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.
- 1.11 Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.**
- a. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.
- i. Any contractual claim of respondent that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice, as required by subchapter B, to Carolyn Cross, UNTS Business Service Center Director of Purchasing.. Said notice shall specifically state that the provisions of Chapter 2260, of subchapter B, are being invoked. Compliance by respondent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
- ii. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is respondent's sole and exclusive process for seeking a remedy for any and all alleged contractual claims if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the UNTS and its component institutions nor any conduct of any representative of the UNTS and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent's claim is governed by the published Rules adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the UNTS for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76<sup>th</sup> Texas Legislature shall be Carolyn Cross, UNTS Business Service Center Director of Purchasing.iv. Venue and service of process for suits involving UNTS is governed by Section 105.151 of the Texas Education Code.
- b. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNTS applies annually. Any Purchase Order may be canceled at any time without penalty if legislative and/or UNTS funds are not appropriated for goods or services obligated on any Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)
- d. **Cancellation:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT System for some other reason through no fault of the vendor, the vendor will be contacted. UNTS reserves the right to cancel this contract upon 30 days written notice to the contractor. The contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should conditions unforeseeable occur.
- e. **Miscellaneous:** The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNTS Internal Auditors and/or UNTS Business Service Center Purchasing.
- f. **RESPONSE RESULTS:** It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at <http://bsc.untssystem.edu/content/bid-inquiry>.
- g. **Centralized Master Bidders List ("CBML"):** The UNTS utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). The CMBL is located at: <http://www.window.state.tx.us/procurement/>. Non-HUB respondents are identified from various sources including the CBML.
- 1.12 Indemnification: Vendor further agrees to indemnify, defend, and hold harmless the UNTS, its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor's employees and/or subcontractors or due to vendor's product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.**
- 1.14** The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that s required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the other party
- 1.15** Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with §2059.060, Texas Government Code.
- 1.16 Exemption Declaration:** Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. .
- 1.17 Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
- 1.18 Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions (even if part of a State or local government) follow: OMB A-21 for cost principles, A-110 for

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administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.

- 1.19 Suspension, Debarment, and Terrorism:** Vendor further certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>