

# UNT|SYSTEM

## INVITATION FOR BID

<b>Invitation for Bid #:</b>	<b>IFB752-16-186095-BS</b>
<b>Invitation for Bid Name:</b>	<b>Union Terrazzo Floor Refinishing</b>
<b>Pre-Bid Meeting</b>	<b>May 16, 2016 2:00PM CST</b>
<b>IFB DUE DATE AND TIME:</b>	<b>May 26, 2016 2:00PM CST</b>
<b>IFB PUBLIC OPENING DATE &amp; TIME:</b>	<b>May 26, 2016 3:00PM CST</b>

**RETURN SEALED BIDS TO PHYSICAL ADDRESS:**

Barry Sullenberger  
University of North Texas System  
Business Service Center-Procurement Services  
1112 Dallas Drive, Suite 4000  
Denton, Texas 76205

To respond to this Bid, bidders must submit the information requested in the Specifications section of this Bid and any other relevant information in a clear and concise written format. Bids must be submitted in an envelope or other appropriate container and the name and return address of the bidder must be clearly visible.

Responses submitted via facsimile or other electronic means will not be accepted unless otherwise directed herein.”

If there are any questions regarding this IFB, please contact Barry Sullenberger at 940-369-5574 or submit solicitation questions to: [Solicitation Inquiry](http://bsc.untsystem.edu/content/bid-inquiry) located at <http://bsc.untsystem.edu/content/bid-inquiry>. All questions must be received no later than 05/19/16 at 10:00 AM CST. All questions and answers will be posted to the website by 5:00 PM CST, 05/23/16

A copy of this bid form is posted at and may be downloaded from: <http://bsc.untsystem.edu/bid-listing>

**NOTICE--IN ADDITION TO THE ITEMS LISTED BELOW, THE TERMS AND CONDITIONS OF THIS BID ARE ATTACHED AS ATTACHMENT “A”. ANY ALTERATION TO THESE TERMS AND CONDITIONS WILL DISQUALIFY YOUR BID.**

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

**1.0 SCOPE OF WORK/DESCRIPTION OF GOODS (Commodity Code 910-25)**

In accordance with Education Code 51.9335, the University of North Texas System, subsequently referred to as UNTS, on behalf of itself and its component institutions, is accepting bids and intends to enter into an agreement with a vendor that specializes in a FLOOR REFINISHING SERVICES, in accordance with the terms and conditions and requirements set forth in this Invitation for Bid. The resulting pricing, terms and conditions shall be extended to the University of North Texas System (UNTS), 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 SPECIFICIFICATIONS:**

Job Location: University of North Texas  
The Union 1155 Union Circle  
Denton, Texas 76203

## **AREAS INCLUDED:**

64,300 sf of terrazzo flooring throughout 1st, 2nd, and 3rd floor consisting of lobbies, corridors, East and West cafeteria lobbies, food court areas, mail areas, 2nd floor stairwell room behind lounge, 3 elevator cabs, and The Syndicate  
(Staircases and baseboards are excluded from this IFB)

Work to be completed in sections allowing for public access of the main building areas during this process.

## **TERRAZZO REFINISHING SPECIFICATIONS**

1. At no point shall contractor use 3M™ Trizact™ Gold Diamond HX Discs or any traditional diamond abrasive disk rated below 220 grit.
2. Mask all material adjacent to terrazzo with protective covering where necessary.
3. Remove all existing floor finish with low odor stripper.
4. Rinse, vacuum/squeegee
5. Make 6 passes with 3M™ Trizact™ Red Diamond HX Discs
6. Clean up slurry created during Red Disc Phase with a wet vac.
7. Make 6 passes with 3M™ Trizact™ Blue Diamond HX Discs
8. Clean up slurry created during Blue Disc Phase with a wet vac.
9. Clean the floor with an autoscrubber, a clean Red Buffer Pad 5100, and 3M Neutral Cleaner until no residue remains on the floor.
10. Rinse, vacuum/squeegee, and let dry.
11. Using a high speed (1500 rpm or higher) burnisher, make 4 to 6 passes using the 3M Scotch- Brite Purple Diamond Pad.
12. Dust the area using the 3M Easy Trap Duster
13. Apply a thin, uniform coat of Scotchgard Stone Floor Protector with Wet Easy Shine Applicator Pad
14. Allow at least 15 minutes to dry
15. Burnish with the Scotch-Brite Purple Diamond Floor Pad Plus. Make 2 passes.
16. Apply a 2nd, uniform coat of Scotchgard Stone Floor Protector with Wet Easy Shine Applicator Pad
17. Allow at least 15 minutes to dry

18. Burnish with the Scotch-Brite Purple Diamond Floor Pad Plus. Make 2 passes.
19. Dust the area using the 3M Easy Trap Duster
  
20. Upon completion of work, clean all debris accumulated during refinishing process

## **2.0 SELECTION PROCESS:**

Selection of the Successful Offer submitted in response to this IFB by the Submittal Deadline will be made using the competitive process described below. The selection of the Successful Offer may be made by UNTS on the basis of the offers initially submitted, without discussion, clarification or modification. 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. 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 Bid with one or more bidders; (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.

**2.1 Evaluation of Criteria:** The successful offer will be the offer that is submitted in response to this Bid 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 or its component institutions 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 Bid. 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.

In evaluating Bids 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. UNTS also considers "Best Value" in the award process. Best Value to the state is located in Attachment "A", Section 1.5.

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

## **3.0 Pre-Bid Meeting and Site Visit**

The Project site is available for inspection by prospective proposers at a pre-bid site meeting and walk-through at 2:00 p.m. CST on May 16, 2016 at

University of North Texas  
The Union 1155 Union Circle, Room 394  
Denton, Texas 76203

This will be the only opportunity for proposers to visit the Project site.

**4.0 PUBLIC OPENING:**

A public bid opening shall be held on **05/26/2016 promptly at 2:00PM CST. Location shall be A public bid opening shall be held on 05/26/2016 promptly at 3:00 PM CST. Business Service Center Room 4202A, 1112 Dallas Drive Suite 4000, Denton, TX 76205**

**Responses submitted via facsimile or other electronic means will not be accepted unless otherwise directed herein.”**

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

<b>EVENT</b>	<b>DATE TIME</b>	
<b>Issue IFB</b>	<b>05/05/2016</b>	
<b>Pre Bid Meeting</b>	<b>05/16/2016</b>	<b>2:00 pm</b>
<b>Deadline for Submission of Questions</b>	<b>05/19/2016</b>	<b>10:00 am</b>
<b>Issuance of Submission to Questions</b>	<b>05/23/2016</b>	<b>5:00 pm</b>
<b>IFB Due Date</b>	<b>05/26/2016</b>	<b>2:00 pm</b>
<b>IFB Open Date</b>	<b>05/26/2016</b>	<b>3:00 pm</b>

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

**7.0 INSURANCE REQUIREMENTS:**

**7.1 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 UNTS.

**7.2 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:

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

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

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

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

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

**7.6 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.

**7.7** Certificates indicating coverage to be enforced shall be filed with the UNTS prior to commencement of work. Furthermore, certificates shall include no disclaimer for failure to notify UNTS and will clearly state, notice of cancellation of policy will be given to UNTS 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.

**7.8** Vendor shall provide UNTS with proper insurance documentation. Work on the project cannot begin until the documentation is received and approved.

**8.0 QUESTIONS:**

Questions concerning this bid should be directed to:

**Barry Sullenberger**  
**Senior Buyer**

Please submit solicitation questions to: Solicitation Inquiry located at Bids Listing Page.

All questions must be received no later than 05/05/2016 at 10:00 am CST. All questions and answers will be posted to the website by 5:00 pm CST, 05/09/2016.

UNT may in its sole discretion respond in writing to questions concerning this Proposal. Only UNT's responses made by formal written Addendum to this Proposal shall be

binding and shall be posted on the UNT website located at [bsc.untsystem.edu](http://bsc.untsystem.edu). Oral or other written interpretations or clarifications shall be without legal effect.

**9.0 REFERENCES (REQUIRED):**

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

Company Name: \_\_\_\_\_  
Venue: \_\_\_\_\_  
Person to Contact: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Area Code and Telephone: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Venue: \_\_\_\_\_  
Person to Contact: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Area Code and Telephone: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Venue: \_\_\_\_\_  
Person to Contact: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Area Code and Telephone: \_\_\_\_\_

# UNT|SYSTEM

Quotation Page  
IFB 752-16-186095-BS  
Union Terrazzo Floor Refinishing  
(THIS IS NOT AN ORDER)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Union Terrazzo Floor Refinishing	1	EA		

By signing below, you agree to all terms & conditions in this IFB. Failure to sign bid will disqualify your response.

Original Signature by Authorized Officer/Agent

Respondent's Tax ID Number (FEIN)

Type or printed name of person signing

Company Name

Title

Phone Number

Respondent Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 180 days)

E-Mail Address

Website Address

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 \_\_\_\_\_

By signing this bid, 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.

**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

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

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

**1.1 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;
  - ii. The purchase price;



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

- 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. 4000, Denton, TX 76205 or electronically submitted to [invoices@untsystem.edu](mailto:invoices@untsystem.edu)

- a. Payment on any contract will be withheld 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: \_\_\_\_\_

**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

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

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.)
  - c. **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.
  - d. **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.
  - e. **RESPONSE RESULTS:** It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at <http://bsc.untsystem.edu/content/bid-inquiry>. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.
  - f. **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.**
- 1.13** 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 amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.
- 1.14 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).
- 1.15 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 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.
- 1.16 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>.