

UNT|SYSTEM

REQUEST FOR PROPOSALS

Request for Proposal #:

Request for Proposal Name:

RESPONSE DUE DATE AND TIME:

RFP773-17-5627-JT

State Bar Exam Readiness Program

12/16/2016 @ 12:00 noon, local time

RETURN SEALED PROPOSALS TO

(address for delivery by hand or courier)

Janell Tepera, Sr. Buyer
University of North Texas System
Business Service Center-Procurement Services
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

Fax responses, email, or any other type of electronic media will not be accepted for this RFP.

If there are any questions regarding this RFP, please submit solicitation questions to [Solicitation Inquiry](mailto:Solicitation_Inquiry@untsystem.edu) located at untsystem.edu. All questions must be received no later than 12/8/2016 by 12:00 noon, local time. All questions and answers will be posted to the website by 5:00 pm local time, 12/9/2016.

A copy of this proposal form is posted at and may be downloaded from: untsystem.edu.

Check below if preference is 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 NO

If yes, please indicate the organization issuing your certification, and include a copy of your certificate. Please also indicate ethnicity and gender.

Texas Comptroller of Public Accounts NCTRCA

MBDC Other _____

Ethnicity _____ Gender _____

Submitted proposals must be signed and ALL attached files must be printed and returned with proposal package. Proposal package must include clearly marked original and one (1) CD/DVD or flash/thumb drive and in the proper format. Incomplete and/or unsigned proposals will be disqualified. 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 deadline will not be accepted. Clearly mark the RFP number and name, due date, and responding firm name and return address on the outside envelope. All proposals must be submitted in a sealed envelope.

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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NOTICE—In addition to the items listed below, the terms and conditions of this RFP are included as Attachment A.

IMPORTANT NOTICE: Any proposed changes to the terms and conditions outlined in this RFP must be included along with your response. Failure to include proposed changes at time of submittal may result in UNTS' non-acceptance of said changes, and could affect the awarding of the contract.

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

**1.0 SCOPE OF WORK/DESCRIPTION OF GOODS
(COMMODITY CODE: 924-20)**

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 successful respondent who specializes in **educational examination and testing services**, 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 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.

2.0 BACKGROUND

The University of North Texas System serves the North Texas area and is one of the nation's largest public universities. Approximately 41,000 students are enrolled in undergraduate, graduate, and professional programs across its member campuses, which include The University of North Texas at Dallas, the University of North Texas Health Science Center in Fort Worth, The University of Texas Dallas College of Law, and the flagship University of North Texas in Denton.

The UNT Dallas College of Law (UNT CoL) matriculated its first class in August 2014. With an emphasis on providing legal education to students who might not otherwise have the opportunity to attend law school, UNT CoL committed itself to taking steps to ensure that all students are provided the tools necessary for individual success in law school, on the bar exam, and as practicing attorneys. The Office of Academic Success and Bar Readiness is a key component in ensuring student success. Presently, all courses at the UNT CoL use multiple assessments, both formative and summative, and the UNT CoL ties these assessments to learning outcomes to help predict student success.

In anticipation of the entering class sitting for the Texas Bar Exam in July 2017, the UNT CoL is seeking to improve the bar readiness program that is currently in place. Any additional bar readiness tools, assessments, and programming that will enhance our current bar readiness program will be considered.

3.0 OVERVIEW

UNT College of Law intends to partner with a bar review company to assist in preparing the current second-year class and third-year class to take the bar exam successfully. The bar review company (BRC) will focus on all aspects of the Texas Bar Exam, including the MBE, MPT, Procedure and Evidence, and the Texas essay portions. BRC will provide all materials, live support, and curriculum design. This includes all materials and curriculum for all bar preparation courses and workshops for the 2017 spring semester.

4.0 OBJECTIVES

- A. to develop the bar-related skills and knowledge of second-year law students to increase their likelihood of passing the bar exam
- B. to refine the bar-related skills and knowledge of third-year law students as they prepare to take the bar exam

- C. to provide materials on the most highly-tested bar topics to doctrinal faculty
- D. to provide feedback to students through grade support

5.0 PROJECT DELIVERABLES

The BRC will provide the following:

- A. appropriate diagnostic bar assessments for 3rd-year students
- B. question banks, on-line lectures, and outlines to students that will review doctrinal subjects
- C. curriculum and materials for
 - 1. MPT/Procedure and Evidence course
 - 2. Texas Essay/MBE course
- D. all course materials, live support, and curriculum design
- E. all summary reports, due within two (2) weeks from completion of project
- F. Minimum service requirements:
 - 1. BRC is expected to respond to UNT College of Law administrators or designated representatives with 24-hours of initial communication.
 - 2. BRC representative must have a physical presence on the UNT CoL campus a minimum of once per semester for on-site student support, to review progress, and address any concerns.

6.0 BID RESPONSE REQUIREMENTS (Mandatory)

All response submittals must include the following documents or statements:

- A. Support plan: BRC will provide a plan designed to support the goals stated in Section 4.0 Objectives. This plan is to include the following:
 - 1. course descriptions
 - 2. workshop descriptions
 - 3. other activities and/or services the BRC proposes to implement
 - 4. methods of evaluating the various activities, giving evidence that the BRC is supporting bar passage

The first support plan will be implemented for the 2017 spring semester, and must be delivered to the designated UNTS representative within 5 working days of receipt of purchase order.
- B. Corporate Information: Provide background information about the company, including history in the bar review industry, Texas Bar Exam passage rates for the past five years for students using the bar review program, and historical availability of programs focusing on MPRE, MBE, MPT, and Texas essays.
- C. Financial Proposal: Provide a four-year financial proposal, including any implementation costs and annual costs, taking into consideration the increasing duties that will correspond with additional entering classes
- D. Service Commitment and Plan: Provide detailed information regarding the number and length of planned sessions, whether in-person or otherwise, including titles and descriptions.
- E. Assessment Methods: Provide descriptions of planned assessments, including criteria to be assessed, comparison of criteria to recognized Texas Bar Exam skills and knowledge, and methods of comparing individual assessments as students progress in law school
- F. Reporting Capabilities: Describe BRC's reporting capabilities during bar review. Specifically address the ability to report metrics and/or data regarding student attendance at classroom lectures, student activity regarding audio lectures, student assignment on-time completion, and identification of at-risk students.
- G. Comprehensive Class: Describe or outline a semester-long class that would develop students' skills for taking the MBE, MPT, Essays, and Procedures and Evidence.
- H. *Appendix B, Schedule of Fees* (refer to Section 8.0, below).

7.0 BRC MINIMUM MANDATORY QUALIFICATIONS

BRC must be able to provide evidence of the following upon demand:

- A. at least 10 years’ experience in the bar review and preparation industry
- B. available evidence of Texas Bar Exam average passage rate of 70% or above for the previous five (5) years for students using the review program provided by BRC
- C. available evidence that BRC has been and is currently providing specific bar review instruction in the MPRE, MBE, MPT, and the Texas essays portion of the Texas Bar Exam.

8.0 PRICING

Respondents are to submit pricing quotes based on the requirements and deliverables as outlined in Sections 5.0 and 6.0, using *Appendix B: Schedule of Fees*. Additional and/or optional services and their accompanying costs may be added in the “Comments” section.

In-house forms or schedules are not acceptable in lieu of this form; however, those may be submitted in addition. Appendix B must be return submitted in Excel format.

9.0 CONTRACT TERM

Negotiated and/or agreed-upon rates, fees, charges, and terms/conditions will remain in force from the date of award and henceforth for 12 consecutive months.

9.1 Option to Renew and Escalation Clause

It is agreed that the University of North Texas System shall have the option to extend the contract for four (4) additional years, occurring in one-year increments and under the same terms and conditions, contingent upon mutual consent. The University of North Texas System may exercise its option to extend by the issuance of a new fiscal year purchase order prior to the expiration of the then current term. This option to extend is at the sole discretion of the UNTS and will not be considered if legislative funding is not appropriated.

If market conditions exist which dictate an increase, the successful bidders must submit documentation **no later** than thirty (30) days before an extension becomes effective. Escalation may only occur at the time of renewal and **ONLY** upon supplying documented manufacturer’s invoicing or other relevant data which reflects the increase. Written approval from UNTS must be secured.

10.0 EVALUATION

As provided by State statute, awards will be based on the proposal most advantageous to UNTS. UNTS reserves the right to reject all proposals that it determines, in its sole judgment, are not in the best interest of the institution.

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.

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’ sole discretion.

10.1 Evaluation criteria

Criteria
Proposal meets project deliverables, as outlined in Section 5.0
Proposal meets bid response deliverables, as outlined in Section 6.0
Company background and relevant experience
References
Cost

10.2 Vendor negotiations and/or demonstrations

UNTS may, at its sole discretion, elect to invite selected respondents to participate in presentations and/or respond to inquiries from the evaluation committee related to their proposals. Any such invitations will be extended in writing.

Also, see Section 15.0, Communications.

UNTS reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

10.3 Best and Final Offer (BAFO)

Before final selection, UNTS may permit Respondents to revise its offer in order to obtain the respondents Best and Final Offer (BAFO). A request for a BAFO is at the sole discretion of UNTS and will be extended in writing. UNTS reserves the right to award a contract without BAFO.

10.4 Evaluation committee

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 this Proposal. The successful respondent will be required to enter into a contract acceptable to UNTS.

10.5 Non-disclosure

The evaluation committee and other restricted individuals will have sole access to all bidder confidential and/or proprietary information. UNTS will not disclose any information derived from the offers submitted by competing respondents. All documents are shredded at a locked, secure location upon completion of bid process and award notification.

11.0 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.

The selection of the successful offer may be made by UNTS on the basis of the offers initially submitted, without discussion, clarification or modification. Alternately, selection of the successful offer may be made by UNTS on the basis of negotiation with any of the respondents. Refer to Section 10.2.

UNTS is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNTS according to the Evaluation Criteria (ref. Section 10.1).

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.

12.0 ACCEPTANCE OF PROCESS

Submission of an offer by a respondent indicates: (1) the respondent's acceptance of the selection process, the evaluation 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.

13.0 SCHEDULE OF EVENTS

The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE
Issue RFP	12/2/2016
Deadline to submit questions	12/8/2016, 12:00 noon, local time
Answers to questions posted	12/9/2016, 5:00 p.m., local time
Deadline for proposal submission	12/16/2016, 12:00 noon, local time

13.1 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](http://bsc.untsystem.edu/content/bid-inquiry) (bsc.untsystem.edu/content/bid-inquiry) and the [Texas State Bid Daily](http://esbd.cpa.state.tx.us) (esbd.cpa.state.tx.us) website, as an Addendum.

13.2 Questions

Questions concerning this Proposal should be directed to: **Janell Tepera, Sr. Buyer**
Please submit solicitation questions using the electronic form, [Solicitation Inquiry](#), located on the BSC website, bsc.untsystem.edu/Bid Opportunities page.

All questions must be received no later than 12/8/2016 at 12:00 noon, local time. All questions and answers will be posted to the websites by 5:00 pm local time, 12/9//2016.

UNTS may, in its sole discretion, respond in writing to questions concerning this Proposal. Only UNTS’ responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNTS’ website located at bsc.untsystem.edu. Oral or other written interpretations or clarifications shall be without legal effect.

14.0 SUBMITTAL DEADLINE AND INSTRUCTIONS

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, via hand-delivery or overnight courier, to:

Janell Tepera, Sr. Buyer
UNT Business Service Center
1112 Dallas Dr., Ste. 4000
Denton, Texas 76205

Offers must be submitted in writing and placed in a sealed envelope and clearly marked with “RFP Response” on the outside. Respondent must also include a digital file in pdf format* (either as CD-ROM or flash/thumb drive.) All required materials are to be placed in a sealed envelope or appropriate container. The responding company’s name and return address, as well as this RFP#, must be clearly visible on the outside of the sealed envelope.

**Except where Excel files are specified.*

Failure to include all requested documents and in the correct format could result in the submittal being considered a non-response.

NOTE:

DO NOT

- bind or otherwise secure hard copies of submitted documents
- replace requested documents with your own literature, spreadsheets, or materials (brochures, sales literature, etc. are acceptable as long as they are separate from and do not replace any requested documents outlined in the RFP. Any such additional literature is subject to possible redaction or non-inclusion for evaluation review.)

All offers must 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 bid deadline will not be accepted.

Proposals will be received until the specified deadline date and time established for receipt, then opened. This is not a public opening. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be available until after contract award.

15.0 COMMUNICATION RESTRICTION

All communications regarding this RFP is restricted to the individual named on Page 1 and in Section 14. Any discussions, questions, clarifications, and/or any other type of communication, regardless of format, between any other UNTS personnel or agent and potential Respondents may result in said Respondent's being disqualified from consideration. This shall remain in effect from time of bid posting until notification of award status.

16.0 REFERENCES (Required)

Provide at least three (3) verifiable references with which similar services have been provided by vendor, preferably institutions of higher education. 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: _____

-End-

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. 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
- b. 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.
- c. 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.
- d. 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@untssystem.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 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 Michael Abernethy, UNTS Business Support Services Sr. Director of Procurement.. 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 76th Texas Legislature shall be Michael Abernethy, UNTS Business Support Services Sr. Director of Procurement.

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.untssystem.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 is 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>.

-End-

APPENDIX B: Schedule of Fees

Must be submitted in Excel format. All costs must be itemized.

DESCRIPTION	UNIT COST	EXTENDED COST
Annual cost(s) <i>insert lines as needed</i>		
Implementation cost(s) <i>insert lines as needed</i>		
On-site service fee(s) <i>insert lines as needed</i>		
Other fees or charges <i>insert lines as needed</i>		

Comments:

Use this area to itemize additional/optional services and associated costs (Refer to Section 8.0), or to provide additional information. Additional pages may be added, if required.

RFP Checklist

Use this checklist to make sure all required documents are included and signed.

Check for completion:

- Page 1 of RFP document filled out and signed
- Attachment A, Terms & Conditions, item 1.h.: Federal Tax ID # provided

Check for required documents, materials, and information:

- Response deliverables (Section 7.0)
 - Support plan (7.0.A.)
 - Corporate information (7.0.B.)
 - Financial proposal (7.0.C.)
 - Service commitment and plan (7.0.D.)
 - Assessment methods (7.0.E.)
 - Reporting capabilities (7.0.F.)
 - Comprehensive class (Section 7.0.G.)
 - Completed Schedule of Fees (Appendix B)
 - References (Section 16.0)
 - Proposed contract, if applicable (refer to **NOTICE** at top of page 3)
- One digital media (CD-ROM or flash-drive) containing all required documents listed above, in pdf format (except where noted)

Place documents and flash-drive/CD in an appropriate envelope or container. Envelope or container must be sealed and clearly marked on the outside with the following:

Responding company's name
Responding company's address
RFP # and name
Due date

Deliver sealed envelope to the address listed and no later than the deadline stated on Page 1 of the RFP document.