

UNT | SYSTEM™

REQUEST FOR PROPOSAL

RFP No.: RFP763-20-142938-JD
Title: Integrated Library System Evaluation

Proposal Submittal Deadline: **March 18, 2020, 2:00 pm, local time**

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REQUEST FOR PROPOSAL

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ATTACHMENT(S) *(as separate files)*

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SECTION 1: INTRODUCTION

1.1 UNTS System Description

The University of North Texas System (UNTS) is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2 Background

UNTS is seeking proposals for an Integrated Library System for University of North Texas Health Science Center, Gibson D. Lewis Library (NIGP commodity code 208-59).

As part of the evaluation process of goods and services, which the library undertakes annually, it was determined that the current ILS system may no longer meet the needs of UNT Health Science Center, Gibson D. Lewis Library, faculty, staff, and students. The current system's functionality does not allow library staff the flexibility to implement easily the policies and guidelines determined as best practices for our customers. By evaluating additional Integrated Library Systems, library staff may find optimal alternatives to meet staff workflow needs and student support solutions to provide a streamlined and improved library experience for all users.

The successful Vendor will work with the Gibson D. Lewis Library staff to prepare records for migration, migrate those records, customize the selected system, provide training for all library staff, and implement the new system. Further, they will provide maintenance and continuous support for the ILS upon implementation. Delivery of a complete, hosted ILS must include functions to facilitate acquisitions, metadata /cataloging, circulation, and reporting. Implementation and go live date should be on or before September 15th, 2020.

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Vendor(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

SECTION 2: NOTICE TO VENDOR

2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on March 18, 2020 (The "Submittal Deadline").

2.2 UNTS Contact Person

Vendors will direct all questions or concerns regarding this RFP to the following UNTS contact ("UNTS Contact"):

James Doss, Senior Buyer

The University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UNTS Contact via the following link: <https://www.untsystem.edu/bid-inquiry>.

The UNTS Contact must receive all questions or concerns no later than 4:00pm, local time on March 6, 2020. It is UNTS' intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at:

<https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>.

Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3 Criteria for Selection

The successful Vendor(s), if any, will be the Vendor(s) who submit a response to this RFP on or before the Submittal Deadline, and whose response is the best value for UNTS, taking into consideration the evaluation criteria contained herein. Selection by UNTS will be in accordance with the requirements and specifications set forth in this RFP. The successful Vendor(s) is/are referred to as the "Contractor". UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of the University, with UNTS being the sole judge thereof.

Vendor is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Vendors should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Vendor in its proposal. Vendors should address, within the response, each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Vendors should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s), will be the following factors:

- 2.3.1 Financial Proposal; including, but not limited to discounts, services and other charges/fees
- 2.3.2 Overall Quality of the Proposal, specifically responsiveness to the requirements and adequacy of the information provided
- 2.3.3 The Contractor's relevant experience, qualifications and success in providing the goods and services outlined in this RFP
- 2.3.4 Functionality, Capability and Integration of Solution
- 2.3.5 The Vendor's references, as outlined in Section 5.2.10 of this RFP

Furthermore, UNTS may consider information related to past contract performance of a respondent including, but not limited to, the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

2.4 Schedule of Key Events

Issuance of RFP	2/25/2020
Pre-Submittal Conference	3/3/2020, 10:00am, local time (Ref. Section 2.6 of this RFP)
Deadline for Questions/Concerns	3/6/2020, 4:00pm, local time (Ref. Section 2.2 of this RFP)
Answers to Questions posted	3/11/2020, 5:00pm, local time
Submittal Deadline	3/18/2020, 2:00pm, local time (Ref. Section 2.1 of this RFP)

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of \$100,000 or more shall, before agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

UNTS has determined that subcontracting opportunities (check one) are probable are not probable under the agreement.

2.6 Pre-Submittal Conference

A pre-submittal conference will be held on **3/3/2020, 10:00am, local time** at **Gibson D. Lewis Health Science Library, 927 Montgomery St., Fort Worth, TX 76107, Room Number LIB225.**

SECTION 3: SUBMITTAL OF PROPOSAL

3.1 Number of Copies

Vendor must submit one (1) complete original copy of its *entire* proposal. An *original* signature by an authorized officer must appear on the Execution of Offer (ref. Appendix One, Section 2) of submitted proposal. The Vendor's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

The University does not consider electronic signatures to be valid for submittal of competitive solicitation responses. Therefore, the original signature must be a "wet signature."

In addition to the original proposal, Vendor must submit one (1) complete copy of the *entire* proposal electronically on a USB flash drive. The USB flash drive must include a protective cover and be labeled with Vendor's name and the RFP number.

3.2 Submittal

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

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

Proposals must be typed on letter-size (8.5" x 11") paper. Sections within the proposal are to be tabbed for ease of reference. Pre-printed material(s), if included, should be referenced in the proposal and included as labeled attachments.

Vendor should submit all proposal materials enclosed in a sealed envelope, box and/or container. The RFP No. and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Vendor should be clearly visible.

Vendor must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this RFP (ref. Section 2.5 of the RFP.)

Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are

to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above.

Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container). If an HSP is required (refer to Section 2.5), both the proposal and the completed HSP must be in individual sealed envelopes and both envelopes placed in one sealed master container.

Note: Electronic submittals via facsimile or other electronic means will not be accepted, unless otherwise specified within this RFP.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for UNTS' acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and, any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4 Terms and Conditions

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

3.4.1.1 Specification (ref. Section 5 of this RFP),

3.4.1.2 Proposal Requirements (ref. Appendix One),

3.4.1.3 Notice to Vendors (ref. Section 2 of this RFP).

3.4.2 UNTS intends to enter into an agreement with the Contractor in substantially the form of the attached Sample Agreement (refer to Attachment A). Award is contingent upon the successful execution of agreement.

3.5 Submittal Checklist

Vendor is to complete, sign, and return the following documents as a part of its proposal. Failure to return each of these items with the proposal may result in rejection of the proposal.

3.5.1 Signed and Completed Execution of Offer (ref. Appendix One, Section 2).

3.5.2 Responses to Vendor's General Questionnaire (ref. Appendix One, Section 3).

3.5.3 Signed and Completed Addenda Checklist (ref. Appendix One, Section 4).

3.5.4 Responses to evaluation criteria.

SECTION 4: GENERAL TERMS AND CONDITIONS

UNTS' standard purchase order terms and conditions can be found at

https://www.untsystem.edu/sites/default/files/bsc_po_terms_2019.pdf.

Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this RFP).

4.1 Term.

The initial term of the contract resulting from this RFP shall be for three (3) years, with two (2) options to extend in two (2) year increments. Options to extend are by mutual consent and in writing. Either party may terminate after year one without penalty by giving at least ninety (90) days' notice to the other party.

4.2 Exceptions

Any exceptions to the terms in either our standard purchase order terms and conditions or those included in the sample agreement should be clearly stated and included in a separate section of

the Vendor's response and marked "exceptions". Vendors are advised that should UNTS not accept a stated exception, the result might be in the disqualification of the proposal.

SECTION 5: SCOPE OF SERVICES

5.1 Vendor Minimum Requirements/Qualifications

The following are the mandatory minimum qualifications of the Vendor and/or their key personnel:

- Established vendor with more than three (3) years' experience in the library industry.
- Proven record of accomplishment of migration and implementation of library systems in libraries with comparable holdings in higher education.
- Embedded training and support program and staff in place as employees of the Vendor.
- Ability to host and maintain the ILS.

5.2 Specifications/Deliverables – Required Functions

The successful Vendor will be responsible for providing delivery of a complete, hosted ILS that must include functions to facilitate acquisitions, metadata / cataloging, circulation, reporting, and a user-friendly customer interface (OPAC). Integration of ILL functionality with the selected system is needed. The selected system must provide ongoing support for updates to software in a timely manner and will provide necessary upgrades to the system as needed. In addition, Vendor will notify Gibson D. Lewis Library with information regarding proposed and implemented changes to the selected ILS.

The specifics of the functions required are as follows. Vendors will verify inclusion of each function:

5.2.1 Acquisitions

- Create and manipulate an annual budget
- Fiscal end-of year rollover
- Export payment information to CSV (or other standard) format
- Create recurring and one-time orders
- Ability to invoice recurring and one-time orders

5.2.2 Cataloging

- Macros for repetitive tasks and customizable keystrokes
- Drag and drop (or copy/paste) from one window into edit window for MARC record
- Customizable RDA templates
- Import selected MARC records from file including creating/customizing holdings/item records based in bib information
- Export selected or all MARC records in standard format
- Ability to search the catalog from another institution using Z39.50 client (title, author, keyword)
- SEE and SEE ALSO references in authority records, specifically using MeSH
- Full support for MeSH as the default topical, geographic, and genre/publication type headings
- Full support for National Library of Medicine classification as the default classification scheme in the catalog
- Create and customize spine and pocket labels

5.2.3 Circulation

- Pay fines/fees/etc. via a Web portal which can use Wells Fargo Merchant Services
- Set standard library hours, open/closed dates, and exceptions; show automatic adjustment of due dates to conform to changed hours
- Communication functionality and options for sending to patrons, specifically overdue/fine/bill notifications
- Customizable options for communications updated in real time

5.2.4 Interlibrary Loan

- Integration with ILLiad so ILL requests can be filled through ILS

5.2.5 OPAC

- Patrons can see available status of items without coming to library
- Patrons can see due date/time for checked out items
- Customizing display, especially branding and CSS
- Responsive design out-of-the-box
- Quick response from search to results
- Integrating OPAC search functionality into library websites
- Point to external search, like WorldCat, if no results from search
- Initiate ILL request if no results from search and pre-populate form
- Search faceting including availability, resource type, date, subject, author
- Book jacket display in results list and record
- Streamlined navigation from search to result
- Use BACK button on browser to return to previous screen

5.2.6 Reports

- Macro view to show interrelation of stings, like item types with circulation rules
- Canned reports
- OPAC search terms report

5.2.7 Reserves

- Add, modify, and remove reserve items

5.2.8 Systems

- [Y/N] Company can host the system and provide updates, backups, etc.
- Customizable account permissions for various functions
- Override ability if account does not have permission for function

5.2.9 Migration

- By what date would migration have to start to be up and running by September 16th, 2020?
- Can the Vendor meet that deadline?
- What data would be lost in a migration?

5.2.10 References

- Please provide a list of three (3) other medical/health science libraries that utilize your software and services (Library name, contact name, phone, email address, and number of years used).

5.3 Specifications/Deliverables – Desired Functionality

The following is a list of functions that while not required for consideration of the Vendors' submissions is desired by UNTHSC. Please indicate if your product has the following functionality:

5.3.1 Cataloging

- Check remote subscription authority database if no authorized heading found in local
- Link to RDA toolkit from any MARC field.

5.3.2 Circulation

- Communication options for library staff to patrons: send emails/texts when items are near due time
- Customizable displays in interface: no military time, display late fee rate for item

5.3.3 Electronic Resources

- Information flow from parent to child (and vice versa) so license, etc. info does not have to be repeated for child or parent entries
- Electronic resources management functionality
- Link resolver
- A-Z list

5.3.4 Interlibrary Loan

- Integration with Odyssey so we can lend through ILS instead of stand-alone Odyssey program
- Integration with DOCLINE so send and receive requests can be processed through ILS

5.3.5 OPAC

- Ability to integrate existing library tools into the OPAC, such as chat service
- Virtual book browse functionality/widget (including book jackets) that can be incorporated into library websites and research guides
- Citation export into EndNote
- Patrons can create favorites list
- Patrons can renew items
- Customizable options, like removing HOLD if function not allowed
- Integration with variety of discovery layers

5.3.4 Reports

- Export results of reports to standard format like CSV or Excel
- Build reports with selections from various database tables

5.3.5 Systems

- [Y/N] Does Vendor provide a test server with the ability to copy over from production to test?
- Login links with campus credentials
- Ability to read item status from outside apps for digital sign

5.4 Pricing/Fees

Vendor must include a financial proposal specifically detailing the inclusion of listed service requirements, specific responses to the ILS functionality list, and a detailed implementation time line and task list.

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTS's responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. These addenda shall be posted to UNTS' Bid Opportunities Web Page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

Vendors are required to acknowledge receipt of each Addendum as specified in this Section. The Vendor must acknowledge all Addenda by completing, signing and returning the Addenda Checklist in Section 4 of this appendix. The Addenda Checklist should accompany the Vendor's proposal.

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

1.3 Public Information

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

All information, documentation, and other materials submitted in response to this RFP is subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Vendor will be advised of a request for public information that implicates their materials if those materials are marked "Confidential and Proprietary" and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

1.4 Type of Agreement

Refer to the attached Sample Service Agreement

1.5 Proposal Evaluation Process

UNTS will select Contractor by using the competitive sealed proposal process described in this Section.

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

At UNTS' sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all Vendors. Furthermore, UNTS may request presentations or system demonstrations from any or all Vendors at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a Vendor to revise its proposal in order to obtain the Vendor's best and final offer. In that event, representations made by Vendor in its revised proposal, including price and fee quotes, will be binding on Vendor. UNTS is not obligated to select the Vendor offering the most attractive economic terms if that Vendor is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

UNTS reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Vendors, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all

proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of UNTS. Vendor is hereby notified that UNTS will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UNTS.

1.6 Vendor's Acceptance of Evaluation Methodology

By submitting a proposal, Vendor acknowledges (1) Vendor's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and, [d] the terms and all other requirements and specifications set forth in this RFP; and (2) Vendor's recognition that some subjective judgments must be made by UNTS during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

- 1.8.1 Vendor should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Vendor in response to this RFP will become the property of UNTS.
- 1.8.3 UNTS will not provide compensation to Vendor for any expenses incurred by the Vendor for proposal preparation or for demonstrations or oral presentations that may be made by Vendor. Vendor submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Vendors are encouraged to address the evaluation criteria completely.
- 1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Vendor concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Vendor within its proposal will be binding on Vendor.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS' sole discretion.
- 1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.9 Execution of Offer

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

1.10 Vendor's General Questionnaire

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

1.11 Addenda Checklist

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

1.12 Submittal

Vendor should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. Section 1.3 of this RFP) and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Vendor should be clearly visible.

Vendor must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this RFP (ref. Section 2.5 of the RFP.)

Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and

such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above.

Upon Vendor's request and at Vendor's expense, UNTS will return to a Vendor its proposal received after the Submittal Deadline if the proposal is properly identified. UNTS will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

UNTS will not accept proposals submitted by telephone, proposals submitted by facsimile ("fax") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without UNTS's consent, which will be based on Vendor's submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Appendix One, Section 2) and submitting a proposal, Vendor certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on UNTS that are not set forth in this RFP or in the Appendices to this RFP. Vendor further certifies that the submission of a proposal is Vendor's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS' acceptance or execution of any terms, conditions, or other documents attached to or referenced in Vendor's proposal.

1.13 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.14 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Vendor includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.15 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

Section 2: Execution of Offer

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH VENDOR'S RESPONSE. . FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE VENDOR'S RESPONSE MAY RESULT IN THE REJECTION OF THE PROPOSAL.

2.1 By signature hereon, Vendor represents and warrants the following:

2.1.1 Vendor acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Vendor in response to this RFP will not create a contract between UNTS and Vendor; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Vendor will bear, as its sole risk and responsibility, any cost arising from Vendor's preparation of a response to this RFP.

2.1.2 Vendor is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Vendor has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Vendor is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

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

2.1.6 If selected by UNTS, Vendor will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by UNTS, Vendor will maintain any insurance coverage as required by the Agreement during the term thereof.

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

2.1.9 Vendor will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, The University of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Vendor or any agent,

- employee, subcontractor, or supplier of Vendor in the execution or performance of any contract or agreement resulting from this RFP.
- 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Vendor under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Vendor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Vendor offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Vendor affirms that it has not given or offered to give, nor does Vendor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Vendor may be removed from all proposal lists at UNTS.
- 2.4 By signature hereon, Vendor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Vendor is exempt from the payment of those taxes, or that Vendor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.
- 2.5 By signature hereon, Vendor hereby certifies that neither Vendor nor any firm, corporation, partnership or institution represented by Vendor, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.6 By signature hereon, Vendor certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Vendor and to bind Vendor under any agreements and other contractual arrangements that may result from the submission of Vendor's proposal.
- 2.7 By signature hereon, Vendor certifies as follows:
- "Under Section 231.006, *Family Code*, relating to child support, Vendor certifies that the individual or business entity named in the Vendor's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."
- 2.8 By signature hereon, Vendor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Vendor that is a sole proprietorship, the officers or directors of any Vendor that is a corporation, the partners of any Vendor that is a partnership, the joint venturers of any Vendor that is a joint venture or the members or managers of any Vendor that is a limited liability company, on one hand, and an employee of any component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Vendor has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Vendor's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Vendor in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Vendor.
- 2.9 By signature hereon, Vendor certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.10 By signature hereon, Vendor affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section 2270.001. Additionally, Vendor shall not engage in a boycott of Israel during the term of this Agreement.
- 2.11 By signature hereon, Vendor affirms its compliance with Texas Administrative Code Title 1, Part 10, Chapter 213, Subchapter C, Rule §213.38, Electronic and Information Resources Accessibility Standards for Institutions of Higher Education.
- 2.12 By signature hereon, Vendor represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 2.13 By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.
- 2.14 Vendor will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Vendor.
- 2.15 If Vendor will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Vendor's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Vendor certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas*

Administrative Code. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

216 Vendor should complete the following information:

If Vendor is a Corporation, then list the State of Incorporation: _____

If Vendor is a Corporation, then list the Vendor's corporate charter number: _____

RFP No.: _____, Title: _____

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

Submitted and Certified By:

(Vendor Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Vendor's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

Section 3: Vendor's General Questionnaire

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

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

3.1 Vendor Profile

Company's Legal Name:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any (mark "N/A" if not applicable) _____

Are you a certified Historically Underutilized Business (HUB)? (Check one) YES NO

If "Yes", please indicate the issuing authority _____
and include copy of your certificate in your bid response package.

THIS AREA LEFT INTENTIONALLY BLANK

Section 4: Addenda Checklist

Proposal of: _____
(Vendor Company Name)

To: The University of North Texas System

RFP Title _____

RFP No.: _____

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

Note: Only check the boxes that apply. For example, if there was only one addendum, initial just the first blank after "No. 1", not all 5 blanks below.

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

Respectfully submitted,

Vendor: _____
(Company Name)

By: _____
(Authorized Signature Name, print or type)

(Title)

(Date)

Signature (authorized signature)

-END-

SERVICE AGREEMENT

Effective Date:

University:

University Address:

Attn:

Contractor:

Contractor Address:

Attn:

Services:

The Services to be provided under this Agreement are set forth in Exhibit “A” Scope of Services, attached hereto and incorporated herein for all purposes.

Completion Date:

Compensation:

RECITALS

This Service Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

3. Termination. University may terminate this Agreement at any time upon _____ days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation for services rendered through the effective date of termination.

4. Payment of Compensation. University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor 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:

University of North Texas System
Business Service Center - Payment Services
1112 Dallas Drive, Suite 4000
Denton, TX 76205

5. No Assignment or Delegation. This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6. Property Rights. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are “works for hire” and assigns all of Contractor’s right, title, and interest to University.

7. FERPA. If Contractor has access to students’ educational records, Contractor shall limit its employees’ access to the records to those persons for whom access is essential to the performance of the Services. Contractor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

8. Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to University in an electronic format.

9. Required Posting of Contracts on Website. Contractor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

10. Relationship of Parties. Contractor shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Contractor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Contractor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Contractor. In addition, Contractor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker’s compensation, retirement benefits, disability benefits, or employee benefits of any kind. Contractor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor, the parties hereto mutually agree that both Contractor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

11. Non-Waiver. No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute

a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

12. Indemnity. Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor's arising out of any act or omission by Contractor in the provision of the Services.

13. Breach of Contract Claims Against University. University is required by law to provide notice that 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 Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

14. Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

15. Incorporation and Entire Agreement. This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS

By: _____

Date: _____

CONTRACTOR NAME

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

Contractor shall provide the following Services:

Fully describe scope of services, deliverables, and interim/expected deadlines

SAMPLE