

# REQUEST FOR PROPOSAL

*RFP No.: RFP763-21-0406-BS*  
*Title: HSC Student Assistance Program*

Proposal Submittal Deadline: **May 10, 2021, 2:00 pm, local time**

Prepared by:

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University of North Texas System Procurement Services  
Business Service Center  
1112 Dallas Drive, Suite 4000  
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Date Issued: April 19, 2021

REQUEST FOR PROPOSAL

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ATTACHMENT(S) *(as separate files)*

Attachment A: UNT System Reference Page

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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 45,000 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

UNT-HSC is seeking proposals for Student Assistance Program (NIGP Commodity Code 961-62). The estimated number of students at the University of North Texas Health Science Center (UNTHSC) is 3200

### 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 Proposer(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 PROPOSER

### 2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on May 10, 2021 (the "Submittal Deadline").

### 2.2 UNTS Contact Person

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

**Barry Sullenberger**  
**Strategic Sourcing Coordinator**

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 email: [barry.sullenberger@untsystem.edu](mailto:barry.sullenberger@untsystem.edu)

The UNTS Contact must receive all questions or concerns no later than 2:00 PM local time on April 26, 2021. 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/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 Proposer(s), if any, will be the Proposer(s) who submit a response to this RFP on or before the Submittal Deadline, and whose response is the best value 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 Proposer(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.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers 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 Proposer in its proposal. Proposers 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. Proposers 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 Experience and qualifications of available staff
- 2.3.2 Conforms to the Scope of Work
- 2.3.3 Pricing
- 2.3.4 Company reputation and experience.

The Texas Education Code 51.9335 shall be considered in making an award when specified that it is Best Value.

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 .....4/19/2021  
Deadline for Questions/Concerns .....4/26/2021, 2:00 PM. Local Time  
(Ref. **Section 2.2** of this RFP)  
Answers to Questions posted .....5/3/2021, 2:00 PM Local Time  
Submittal Deadline .....5/10/2021, 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.

## SECTION 3: SUBMITTAL OF PROPOSAL

### 3.1 Number of Copies

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

In addition to the original proposal, Proposer 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 Proposer'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.

Proposer 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 Proposer should be clearly visible.

**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 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (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 Proposer 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 Proposers (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 C Sample Agreement). Award is contingent upon the successful execution of agreement.

### **3.5 Submittal Checklist**

Proposer 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).
- 3.5.3 Responses to Proposer's General Questionnaire (ref. Appendix One, Section 3).
- 3.5.4 Signed and Completed Addenda Checklist (ref. Appendix One, Section 4).
- 3.5.5 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/documents/bsc\\_po\\_terms\\_2019.pdf](https://www.untsystem.edu/sites/default/files/documents/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 one (1) year, with three (3) options to extend in one (1) year increment. Options to extend are by mutual consent and in writing. Either party may terminate after year one without penalty by giving at least one-hundred eighty (180) 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 Proposer's response and marked "exceptions". Proposers 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 Scope of Work:**

- 5.1.1 Contractor to provide a Student Assistance Program (herein referred to as SAP) to HSC students, with personal and/or school related stressors. The SAP is provided as a resource for self-referral as a means to address concerns/problems. This program should provide guidance and counseling to help students cope with stress, create solutions, and promote resilience.
- 5.1.2 Additionally, Contractor must be able to provide 'interstate' (meaning: nationwide) and virtual SAP services to HSC students and their family. Contractor is to submit with their bid an explanation addressing as to how they would accomplish this effort.

### **5.2 Vendor Requirements:**

- 5.2.1 Contractor shall have available, under its employment and supervision, the necessary organization, facilities, and personnel to properly fulfill services required under this contract. The Assistance Program should combine two primary qualifications:
  - 5.2.1.1 Appropriate managerial and administrative experience and
  - 5.2.1.2 Experience in dealing with the scope of services identified in the "Description of Services" section.

This will include the skills, knowledge, and/or abilities required for interviewing, problem identification, counseling, and appropriate referral. Contractor must supply virtual in the moment and scheduled counseling options.

5.2.2 An informational list regarding each counselor's qualifications, related work experience, education, and training must be specified in initial bid response to include the following qualifications as a minimum:

- 5.2.2.1 Masters Degree with Licensed Chemical Dependency Certification or greater for individuals referred for substance abuse.
- 5.2.2.2 Masters Degree holding the LPC or LMSW or greater for individuals dealing with generic family problems, depression, etc. A Masters Degree in either of these two areas would afford proper support for those we refer.
- 5.2.2.3 Masters Degree holding the LMFT or greater for individuals who deal primarily with marriage and family therapy.
- 5.2.2.4 Counseling available in multiple languages.

This list must be UPDATED and submitted annually, at the renewal of optional years, to HSC. Failure to provide the required information with the bid response will automatically disqualify the bid from consideration for award in connection with this transaction. We reserve the right of approval of any counselor providing services under this contract.

5.3 Description of Services:

5.3.1 The following is a detailed description of the services to be performed under this contract. Contractor shall provide a broad scope of services consisting of evaluation, short-term counseling/treatment and/or referral for students for:

5.3.1.1 Emotional/Psychological. To include the following:

- Stress
- Depression
- Anxiety

5.3.1.2 Relationships. To include the following:

- Marital
- General

5.3.1.3 Family. To include the following:

- Family/Children
- Domestic Violence

5.3.1.4 Substance Abuse. To include the following:

- Alcohol-Self
- Alcohol-Family Member
- Drugs-Self
- Drugs-Family Member
- Dual-Diagnosis (with Mental Health)
- Polydrug-Self
- Polydrug-Family Member

5.3.1.5 Other. To include the following:

- Medical

Financial

Threat to self/others

Problems that may reduce the student's academic performance.

5.3.2 Bidder is to explain in the bid response, the processes used to refer individuals to other, more explicit services when the need arises. Bidder is to state the following:

5.3.2.1 The number of contractors (counselors) they have routinely to see individuals for explicit services;

Failure to provide the required information with the bid response will automatically disqualify the bid from consideration for award in connection with this transaction.

5.4 Program Development:

5.4.1 Contractor to provide a Student Assistance Program information that includes the purpose, services "how-to-see-assistance" information through the program, and benefits available for family members. Marketing materials should also be provided, reflecting contractor/vendor name, counseling location, telephone number, and any other pertinent information, to ensure access to services for students.

5.4.2 Contractor to establish formal grievance procedures for students participating in the Assistance Program.

5.4.3 Contractor to develop quarterly and annual utilization reports. Utilization reports should include, but not be limited to the following:

5.4.3.1 Initial Contact Type. To be broken out as follows:

Participant requested counseling

Participant requested information only

Supervisory/Management consultation

Telephone consultation

Telephone crisis intervention

Emergency

5.4.3.2 Method of Access. To be broken out as follows:

Self-referral

Supervisory suggestion

Mandatory referral

Other

5.4.3.3 Gender. To be broken out as follows:

Male

Female

Transgender

Non-binary

Prefer to not answer



- 5.4.3.4 Age. To be broken out as follows:
  - 0 – 18 years
  - 19 – 34 years
  - 35 – 54 years
  - 55 and over
- 5.4.3.5 Race/Ethnicity. To be broken out as follows:
  - African-American
  - Hispanic
  - Caucasian
  - Asian
  - Other
- 5.4.3.6 Marital Status. To be broken out as follows:
  - Married
  - Never Married
  - Separated
  - Divorced
  - Widowed

5.5 Program Evaluation: An evaluation of the Assistance Program will be made based upon the following:

- 5.5.1 Student utilization data furnished by the contractor.
- 5.5.2 Scheduled continuous improvement planning meetings
- 5.5.3 Student satisfaction data

5.6 Program Implementation:

- 5.6.1. Implementation Prospectus: Bidder is required to submit a migrating plan, herein called an "Implementation Prospectus," *with their bid*, explaining, in detail, the following:
  - 5.6.1.1 How they are to accomplish the migration from the existing service provider to their service, thereby maintaining continuous Student Assistance.
  - 5.6.1.2 Identify services (as addressed in **Description of Service** and other services as Addressed throughout this bid) that require 'phasing-in' during the month of June 2021; and
  - 5.6.1.3 The method they will use to receive calls and return calls from clients during the migration period.

Failure to provide the required information with the bid response will automatically disqualify the bid from consideration for award in connection with this transaction.

- 5.6.2 Contractor to provide a condensed overview of the Student Assistance Program to the Division of Student and Academic Affairs at least once a year.
- 5.6.3 During the initial program implementation, Contractor will deliver an orientation and training program HSC to provide at least the following:
  - 5.6.3.1 An overview of the Assistance Program
  - 5.6.3.2 An explanation of the services offered
  - 5.6.3.3 An explanation of the procedures for accessing services, and educational/informational materials to equip HSC team members to be able to inform faculty/staff/students about the Assistance Program.
- 5.7 Program Maintenance: Required services as follows:
  - 5.7.1 Contractor will provide updated training materials, as described above, at least twice annually.
  - 5.7.2 Students who contact the Assistance Program staff, will be seen by the assessment/referral specialist within forty-eight (48) hours of initial contact. Students and family members will receive an individual counseling plan for problem identification, short-term counseling/treatment, and/or referral. If their needs cannot be met by Assistance Program resources, Contractor shall locate the closest, most appropriate resource for them. Referrals will be made in the best interest of the student. These specified services are provided by Assistance Program staff at no cost to the student or family member.
  - 5.7.3 A twenty-four (24) hour answering service hotline, with a toll-free number, in addition to a twenty-four (24) hour chat function shall be provided for individuals for in the moment counseling needs. Assistance program staff will furnish the HSC with telephone numbers of where Assistance Program personnel can be reached. Bidder will provide statement with bid as to how they would process phone requests for service and meet the forty-eight (48) hour service need window. Failure to provide the required information with the bid response will automatically disqualify the bid from consideration for award in connection with this transaction.
  - 5.7.4 Bidder will provide a plan for campus integration to include: the identification of key campus and community resources to provide additional referrals and a safety plan for the notification of students to meet imminent criteria.
  - 5.7.5 Options for additional support in specialized topics, such as grief, stress reduction or substance abuse control, shall be provided by the Contractor for HSC students as requested.
  - 5.7.6 Risk Assessment: The Contractor's counselor completes a risk assessment and documents appropriate information. Caller's needs are determined to be routine, urgent or emergent. If the caller's needs are identified as emergent or urgent, a clinician works with the caller to ensure they are assessed and treated immediately. For routine cases, employees/students are seen within 5-7 days at a time convenient for their schedule.
  - 5.7.7 Bid Information:

A bid should be made on basic services, with payment to be made quarterly based upon actual services received by HSC students. Specific areas such as groups of individuals in crisis, violence in the workplace, etc. are of particular interest to the Center. Additionally, provider must state in the bid, their policy providing timely notification in the

case of an individual threatening to harm himself/herself or another individual. Provider must also include with their bid all demonstrable experience in Student Assistance Fund referral and decision-making concerning fund referrals. Payment for services will be made on a quarterly basis upon receipt of an invoice and/or signed State of Texas Purchase Voucher. The Division of Student and Academic Affairs will be responsible for monitoring the program, coordinating related educational programs, disseminating information, and serving as the primary contact person for the Assistance Program Contractor. Students with questions of a general nature as well as those with complaints or problems regarding the Assistance Program, will be referred to the Assistance Program Coordinator. HSC shall have the right to make on-site visits, with prior arrangements, during normal business hours of the contractor (or subcontractor) to ensure compliance with the Assistance Program contract and to review facility accommodations across the state. Additional costs, incurred as a result of referral for extended therapy, will be borne by the student, and/or health insurance company. As of March 2021, there were approximately **3200 students** eligible for participation in the program. Failure to provide the required information with the bid response will automatically disqualify the bid from consideration for award in connection with this transaction.

## 5.8 Bid Response Requirement

Bid responses are to include the following:

- 5.8.1 Itemized and detailed schedule of fees for on-going maintenance
- 5.8.2 Itemized and detailed listing fees for implementation
- 5.8.3 Detailed listing of expected expenses (e.g.: mileage, per diem, etc.)
- 5.8.4 Fee schedule for additional service that may be required beyond the scope
- 5.8.5 Detailed outline of project implementation, including timeline
- 5.8.6 Statement of relevant experience, including organization size, services provided, tenure
- 5.8.7 Company profile
- 5.8.8 Staff qualifications, including professional credentials and number of years' experience.

Respondents are to use create a schedule of fees, to be included with response. Refer to Attachment B, Schedule of Fees.

## APPENDIX ONE

### Section 1: Affirmations and Confirmations

- 1.1 **Purpose**  
UNTS is soliciting competitive sealed proposals from Proposers 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, Proposer 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. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER 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. This 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.

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

Proposer 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.)*. Proposer 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**

The successful offer will be the offer that is submitted in response to this bid by the submittal deadline and is the most advantageous to UNTS, in its sole discretion. Offers will be evaluated by an evaluation committee that will include employees of UNTS or its component institutions and other persons invited by UNTS to participate. The evaluation of offers and the selection of the successful offer by the respondent in response to the specifications section of this bid.

UNTS also considers "best value" in the award process in accordance with Texas Education Code Sections 51.9335,

b) In determining what is the best value to an institution of higher education, the institution shall consider:

- (1) the purchase price;
- (2) the reputation of the vendor and of the vendor's goods or services;
- (3) the quality of the vendor's goods or services;
- (4) the extent to which the goods or services meet the institution's needs;
- (5) the vendor's past relationship with the institution;
- (6) the impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
- (7) the total long-term cost to the institution of acquiring the vendor's goods or services;
- (8) any other relevant factor that a private business entity would consider in selecting a vendor; and
- (9) the use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified.

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. Consideration may also be given.

## **1.6 Proposer's Acceptance of Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer'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) Proposer's recognition that some subjective judgments must be made by UNTS during this RFP process.

## **1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer 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) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

## **1.8 Proposal Requirements and General Instructions**

- 1.8.1 Proposer 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 Proposer in response to this RFP will become the property of UNTS.
- 1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer 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 Proposer'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. Proposers are encouraged to completely address the evaluation criteria
- 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 Proposer 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 Proposer within its proposal will be binding on Proposer.
- 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**

Proposer 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 Proposer duly authorized to bind the Proposer 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 Pricing and Delivery Schedule**

Proposer must complete and return the Pricing Schedule (ref. Section 5 of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

UNTS will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to UNTS, and the time period within which Proposer proposes to be able to complete each such phase.

## **1.11 Proposer's General Questionnaire**

Proposals must include responses to the questions in Section 3 of Appendix 1. Proposer 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, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

## **1.12 Addenda Checklist**

Proposer 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.

## **1.13 Submittal**

Proposer 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 Proposer should be clearly visible.

Proposer 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 Proposer's request and at Proposer's expense, UNTS will return to a Proposer 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 Proposer'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, Proposer 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. Proposer further certifies that the submission of a proposal is Proposer'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 Proposer's proposal.

**1.14 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.

**1.15 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 Proposer 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.

**1.16 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 PROPOSER'S RESPONSE. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S RESPONSE MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

**2.1** By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer 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 Proposer in response to this RFP will not create a contract between UNTS and Proposer; (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) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.

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

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

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

2.1.6 If selected by UNTS, Proposer 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, Proposer 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. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any

- material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.9 Proposer 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 Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.
- 21.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer 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, Proposer 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, Proposer affirms that it has not given or offered to give, nor does Proposer 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 Proposer may be removed from all proposal lists at UNTS.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer 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, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, 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, Proposer 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 Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7 By signature hereon, Proposer certifies as follows:
- "Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer'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, Proposer 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 Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture or the members or managers of any Proposer 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) Proposer 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 Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.
- 2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.10 By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.
- 2.11 By signature hereon, Proposer 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, Proposer 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.

- 213** By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.
- 214** Proposer 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 Proposer.
- 2.15** If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer 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.
- 2.16** By signature hereon, Bidder acknowledges special preference for all Manufacturers that have a program to recycle the Computer Equipment of other Manufacturers, which program includes collection events and Manufacturer initiatives to accept Computer Equipment labeled with another Manufacturer's brand. The preference may take the form of extra evaluation points or be the tie-breaking factor among equal bids.

**217 Proposer should complete the following information:**

If Proposer is a Corporation, then list the State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation, then list the Proposer'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:**

\_\_\_\_\_  
(Proposer Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Proposer's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

\_\_\_\_\_  
(Email Address)

**Section 3: Proposer'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 Proposer's General Questionnaire. Proposer 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, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer 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:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of North Texas System

**RFP Title** \_\_\_\_\_

**RFP No.:** \_\_\_\_\_

The undersigned Proposer 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,

**Proposer:** \_\_\_\_\_  
(Company Name)

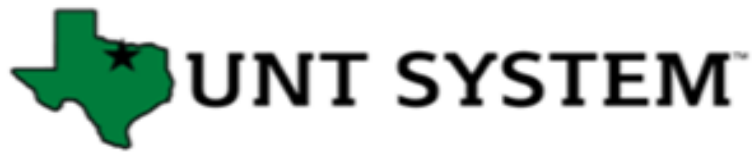
**By:** \_\_\_\_\_  
(Authorized Signature Name, print or type)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature (authorized signature)

-END-



## REFERENCES

Respondents, please list three (3) companies who have been using your firm for similar or like services on a regular basis for the past 12 months. By listing references, respondent agrees that UNTS may investigate these references and consider them as a basis to determine award. UNT System institutions may not be listed as references.

**COMPANY NAME: (1)** \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_

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

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

TELEPHONE/FAX: \_\_\_\_\_

**COMPANY NAME: (2)** \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_

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

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

TELEPHONE/FAX: \_\_\_\_\_

**COMPANY NAME: (3)** \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_

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

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

TELEPHONE/FAX: \_\_\_\_\_

## **Attachment B – Schedule of Fees**

Respondents must create and return an Excel spread sheet, itemizing the schedule of fees for items in Section 5.8.1-4. This spreadsheet is to be titled *Attachment B, Schedule of Fees Worksheet*, for items 5.8.1-4. This spreadsheet **must remain in Excel (.xls) format**. Items e-g are to be submitted as separate documents, in .pdf format.



**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

## STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas Health Science Center at Fort Worth (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University’s purchase order. Vendor 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.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in 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.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall

issue written notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University 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 University in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

Required Posting of Contracts on Website. Vendor 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.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement 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 Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement 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 a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76,

48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

**Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.**

**VENDOR**

**UNIVERSITY OF NORTH TEXAS  
HEALTH SCIENCE CENTER AT FORT  
WORTH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Carolyn Cross, MA, CTCM, CPPB  
Title: Director of Contract Administration  
Date: \_\_\_\_\_

HSC Contract # 2021-0367