RETURN SEALED PROPOSALS TO
(address for delivery by hand or courier)

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

Fax responses or any other form of electronic submittal will not be accepted for this RFP.

If there are any questions regarding this RFP, please submit those using the Bid Inquiry form (https://www.untsystem.edu/bid-inquiry). All questions must be received no later than 07/19/17, 5:00 pm, CDT. All questions and answers will be posted to both the UNTS BSC Bid Opportunity page and the Electronic State Daily Business (ESBD) by 5:00 pm CDT, 07/21/17.

UTNS does not accept electronic bid submittals, including fax or email.

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

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

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

In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities.
TABLE OF CONTENTS

1.0 SCOPE OF WORK/DESCRIPTION OF GOODS ................................................................. 3
2.0 HUB SUBCONTRACTING OPPORTUNITIES AND FORMS ........................................ 3
3.0 BACKGROUND ............................................................................................................. 3
4.0 OVERVIEW .................................................................................................................. 3
5.0 OBJECTIVES ................................................................................................................. 4
6.0 REQUIREMENTS/SPECIFICATIONS – Phase I ............................................................... 4
7.0 REQUIREMENTS, FUTURE PHASES ........................................................................... 6
8.0 VENDOR MINIMUM REQUIREMENTS, ALL PHASES .................................................. 6
9.0 RESPONSE DELIVERABLES (Mandatory) .................................................................. 6
10.0 UNTS’ RESPONSIBILITIES .......................................................................................... 7
11.0 PRICING ....................................................................................................................... 7
12.0 CONTRACT TERM ......................................................................................................... 7
13.0 EVALUATION ............................................................................................................... 8
14.0 SELECTION PROCESS .................................................................................................. 9
15.0 ACCEPTANCE OF PROCESS ......................................................................................... 9
16.0 SCHEDULE OF EVENTS ............................................................................................... 9
17.0 SUBMITTAL DEADLINE AND INSTRUCTIONS ............................................................. 10
18.0 COMMUNICATION RESTRICTION .............................................................................. 11
19.0 REFERENCES (Required) ............................................................................................... 11
ATTACHMENT A: Terms and Conditions ......................................................................... 13
RFP Checklist ...................................................................................................................... 16

Appendix I: Pricing Worksheet
Appendix II: HUB Subcontracting Plan (fillable)
Appendix III: “How to” information for HUB Plan
Appendix IV: Sample Service Agreement
NOTICE—In addition to the items listed below, the terms and conditions of this RFP are included as Attachment A.

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

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

1.0 SCOPE OF WORK/DESCRIPTION OF GOODS
(COMMODITY CODE: 920-19/962-72)
In accordance with Education Code 51.9335, the University of North Texas System, subsequently referred to as UNTS, is accepting proposals and intends to enter into an agreement with a successful respondent who specializes in audio/video digitizing service or preservation service, in accordance with the terms and conditions and requirements set forth in this Request for Proposal. The resulting pricing, terms and conditions shall be extended to the University of North Texas (UNT), the University of North Texas Health Science Center (UNTHSC), University of North Texas at Dallas (UNTD) and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

2.0 HUB SUBCONTRACTING OPPORTUNITIES AND FORMS
UNTS has determined Sub-contracting opportunities are possible. All subcontracted work whether identified by UNTS or not, are required to be identified in the HUB Subcontracting Plan. Please complete the attached HUB Subcontracting Plan for all subcontracting opportunities to be utilized in this project. Failure to complete the HUB Subcontracting Plan correctly will disqualify your response. Please return the HUB Subcontracting Plan in a clearly marked envelope, separate from your bid response. A blank, fillable form is included with this package. Refer to Appendix II.

IMPORTANT NOTICE:
Only responses with approved HUB Subcontracting Plans will be opened. Failure to return your HUB Subcontracting Plan in a separate sealed envelope will prevent UNTS from opening your proposal documents. Questions regarding the completion of the HUB Subcontracting Plan should be directed to UNTS’ HUB Specialist at 940-369-5500. Also, refer to Appendix III, “How to” information. There will be an optional HUB pre-bid meeting for the sole purpose of discussing how to complete the HUB form; refer to Section 16.

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

4.0 OVERVIEW
UNTS Libraries hold many collections of archival film and videotape. Access to film and video is currently limited due to obsolete media formats and difficulty in preserving film and video in its
original format over long periods of time. In order to provide the widest possible access to these resources, UNTS Libraries regularly requires vendor-provided film and video digitization services.

The UNT Library’s Special Collections department collects rare and unique materials which are preserved and made accessible for research and scholarship. In addition, the department licenses archival footage for commercial use. Both activities require archival film and video content to be transferred to a digital format.

This will be a multi-year project, which will be done in phases. Phase 1 of the project involves the digitization of approximately 2,000 hours of footage, which is currently on ¾” video from the KXAS Television News Archive. KXAS-TV is an NBC owned-and-operated television station serving the Dallas-Fort Worth Metroplex. The vendor will be required to deliver digital files using the ffv1 lossless compression codec in a Matroshka (mkv) container.

Subsequent phases of this project involve digitization of many formats of film and video, including open reel (2”, 1”, ½”) and cassettes (Betacam, Betacam SP, DVCPro).

5.0 OBJECTIVES
In the first phase of this project, UNTS is seeking to digitize approximately 2,000 hours of footage contained on ¾” U-Matic tapes, and to create individual digital files for every news story contained on each tape. Each tape is approximately one (1) hour long, and there are approximately 15-25 news segments per tape. In addition, the vendor will identify any needed remedial action, such as cleaning, repair, or “baking”. Tapes in this project are known to be susceptible to “sticky shed syndrome”, a condition created by the deterioration of the binders in a magnetic tape.

UNTS will ship between 1950-2000 ¾” U-Matic tapes to the selected vendor, including a written inventory of physical media. Awarded vendor will confirm receipt of materials, via email, within 24 hours of receipt.

6.0 REQUIREMENTS/SPECIFICATIONS – Phase I
A. For this phase of the project, vendor is required to deliver digital files according to the following specifications:
   1. Container: Matroshka (mkv)
   2. Codec: ffv1 lossless compression
   3. Video stream: 4:2:2 YUV, 486 x 720, 4:3 aspect ratio, 29.97fps
   4. Audio stream: 48Khz/24-bit PCM
B. Awarded vendor will create individual digital files for every news story contained on each tape. Separation of individual files (segmentation) must accurately correspond to separations between news packages on videotape. Digital files are to be named according instructions, which will be provided by UNTS. Individual, unique file names will contain a uniform prefix, followed by a series of numbers indicating the tape number, box number, and segment number.
C. Awarded vendor must perform quality control (QC) on all digital files to ensure the files created during digitization match the visual characteristics of the original recording, verifying that the digital content is complete, matches the original source tape, and that there is accurate sync between audio and video.
Awarded vendor will maintain transfer documentation to note the presence of damage and/or anomalies on the source tape. These notes are to be provided to UNTS at the time of file delivery.

D. Vendor will ship completed digital files to UNTS via a vendor-supplied external hard drive. Vendor will retain original media and a copy of the digital files until UNTS approves files, in writing.

1. Vendor will provide a small sample (one or two tapes) of completed work within two (2) weeks of receipt of original tapes. UNTS will approve the sample, or will provide feedback to the vendor within five (5) days of receipt of the sample files. If upon review of the sample(s) it is determined that the vendor is unable to meet project specifications contained herein, UNTS may afford the vendor the opportunity to correct the deficiency. However, if a satisfactory correction cannot be made within ten (10) days, UNTS reserves the right to cancel this award, along with any resulting agreement. At that time, UNTS will seek to have the services performed by another vendor.

2. Fifty percent (50%) of the completed digital files must be delivered within three (3) months of the vendors’ receipt of original tapes. The balance, or one-hundred percent (100%), of files must be delivered within six (6) months of vendors’ receipt of tapes.

3. UNTS will check received files for acceptability within thirty (30) days of receipt of hard drive from vendor.
   a. Vendor will resolve any issues noted by UNTS by creating a new digital file or through reprocessing. Resolution is to be completed and a new digital file submitted within fifteen (15) working days of notification.
   b. If damage appears to be from original source tape, UNTS will verify against vendor’s transfer notations. If it appears damage has been done during the conversion process, vendor will be notified and will be required to re-do the work.

4. UNTS will
   a. Verify files are delivered from vendor in the specified file structure
   b. Verify files adhere to the naming conventions outlined
   c. Verify files follow the correct file format.
   d. View digital files via a monitor and speakers or headphones to ensure audio/visual signal is accurately represented.
   e. Any variances or discrepancies will be communicated to the vendor for remediation.

E. Vendor must perform all work in-house. Third-party or contractors are not acceptable.

F. Clean and inspect all archival media. This work is to be done by professional archivist.

G. In the case of any problematic tapes requiring additional cleaning, repair, baking, or other treatments, vendor will notify UNTS, in writing via email. This includes any tapes which cannot be digitized due to breakage or advanced degradation. Said notification is to identify the problem and include a proposed solution, along with any pricing information involved in the remediation.

Vendor must obtain approval, in writing via email, from UNTS prior to any further action being taken.

H. Vendor will take custody of archival media during the duration of the work. Vendor will provide secure, climate-controlled storage.
I. Selected vendor shall comply with U.S. copyright law, as applicable. Vendor shall not redistribute, share, copy, or otherwise distribute files and/or intellectual property provided by UNTS to vendor.

7.0 REQUIREMENTS, FUTURE PHASES

Future phases include the digitization of 8mm, 16mm, and 35mm film, which includes optical and magnetic soundtracks as well as full-coat magnetic soundtracks; 2” (Quad) video; 1” video; ¾” (U-Matic) video; Betacam; Betacam SP; MiniDV; and DVCPro. Specific requirements for future phases of this project will become available to selected vendor(s) as work progresses; and vendor(s) have the right of first refusal. UNTS reserves the right to negotiate pricing and terms and conditions with selected vendor(s) at that time.

Mark each of the following film media as either “yes” or “no”, indicating your ability to digitize these formats. All work must be able to be done in-house; no sub-contracts or third-party providers are permitted.

<table>
<thead>
<tr>
<th>Digitization capabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Yes</strong></td>
</tr>
<tr>
<td>8mm film</td>
</tr>
<tr>
<td>16mm film</td>
</tr>
<tr>
<td>35mm film</td>
</tr>
<tr>
<td>2” Quad video</td>
</tr>
<tr>
<td>1” video</td>
</tr>
<tr>
<td>¾” Umatic video</td>
</tr>
<tr>
<td>Betacam</td>
</tr>
<tr>
<td>BetaSP</td>
</tr>
<tr>
<td>MiniDV</td>
</tr>
<tr>
<td>DVCam</td>
</tr>
</tbody>
</table>

8.0 VENDOR MINIMUM REQUIREMENTS, ALL PHASES

A. Vendor must provide the following professionals
   1. Archivist.
   2. Engineer

B. Three (3) years’ experience in the digitization of television news film and video collections.

C. Own, operate, and capacity to professionally maintain equipment necessary

D. All work must be completed by vendor in-house. No third party or contractors accepted.

9.0 RESPONSE DELIVERABLES (Mandatory)

All responses must include the following documents or statements:

A. Typical timelines for delivery of projects of differing size.
B. Description of proposed process for creating individual digital files for each news story contained on each tape.
C. List of equipment owned and maintained by vendor, including brand and model numbers.
D. Verification and description of storage facilities for archival media.
E. Resumes of full-time professional archivists and engineers on staff.
F. Company profile, including partnerships, certifications, expertise, management credentials, staff qualifications, and length of time in business.
G. Description of previous experience with digitization of television news film and video collections.

H. Description of previous experience with digitization of archival media.

I. References (refer to Section 19.0)

J. Pricing (refer to Section 11.0)

K. Future phase capabilities (refer to and complete Section 7.0)

10.0 UNTS’ RESPONSIBILITIES

A. Provide to vendor the elements outlined in Section 5.0, upon successfully executed contract and issuance of purchase order, and in a manner agreed upon between designated UNTS personnel and vendor.

B. Provide one point of contact, to be named later, to serve as liaison with vendor.

C. Allow selected vendor(s) the right of first refusal on work for future phases.

11.0 PRICING

Respondents are to complete and return, in Excel format, Appendix I, Pricing Worksheet. A detailed and itemized list of any costs, fees, or any other charges that may be incurred are to be included. Bidders can add lines to this form, as needed. Bidders are to include price breaks, indicating the quantity and cost where these occur.

This pricing worksheet applies only to Phase I of this project.

UNTS reserves the right to negotiate pricing and terms for future phases. Each subsequent phase, if awarded, will have its own contract (amended) and purchase order. Bidder(s) selected for Phase I will be granted the right of first refusal on subsequent, future phases.

12.0 CONTRACT TERM

The initial term of this contract encompasses Phase I. Negotiated and/or agreed-upon rates, fees, charges, and terms/conditions will remain in force from the date of signed contract and henceforth for 12 consecutive months.

UNTS reserves the right to renew the contract, for the initial or any subsequent phase, for up to five (5) years, in one (1) year increments. UNTS also reserves the right to re-negotiate any fees, rates, charges, and terms/conditions for any renewal period. If the option to extend is considered, UNTS will contact the vendor in writing no later than sixty (60) days prior to the expiration of the then-current term. Extension is granted only upon mutual agreement by all parties, and UNTS will issue a new purchase order covering the extended period.

A. Service Agreement: The successful bidder(s) will be required to enter into a service agreement with UNTS. Refer to Appendix VI, Sample Service Agreement. Note that this is a sample only and verbiage will be edited to reflect the agreed-upon elements on “Exhibit A” of this agreement.

Any exceptions or changes to the standard agreement is to be noted and returned with bid response.
Award of contract is contingent upon the successful execution of said service agreement. As such, bidder(s) are notified that no services, work, or activities are authorized until such time and after the issuance of purchase order.

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

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

13.1 Evaluation criteria
Evaluation consideration will be based on the proposed timeline, quality, general reputation, references, suitability of items for the intended use, as well as conformity to specifications, requirements, and terms and conditions of this Request for Proposal.

<table>
<thead>
<tr>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal meets requirements as outlined in Section 6.0, Specifications</td>
</tr>
<tr>
<td>Proposal includes response to capabilities listed in Section 7.0, Future Phases</td>
</tr>
<tr>
<td>Proposal addresses deliverables as outlined in Section 9.0, Response Deliverables</td>
</tr>
<tr>
<td>Company background, relevant experience, capacity</td>
</tr>
<tr>
<td>References</td>
</tr>
<tr>
<td>Cost</td>
</tr>
</tbody>
</table>

13.2 Vendor negotiations and/or demonstrations
UNTS, in its sole discretion, may discuss and negotiate all elements of the offers submitted by any or all respondents. Offers that are not included will remain deferred, pending the selection of the successful offer.

UNTS may, at its sole discretion, elect to invite selected respondents to participate in presentations and/or respond to inquiries from the evaluation committee related to their proposals. Any such invitations will be extended in writing. Any costs incurred by bidders for demonstrations are considered a cost of doing business, and UNTS assumes no financial obligation.

Also, see Section 18.0, Communications.

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

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

13.4 Evaluation committee
Offers will be evaluated by an evaluation committee that will include employees of UNTS and other persons invited by UNTS to participate. The evaluation of offers and the selection
of the successful offer will be based on the information provided to UNTS by the respondent in response to this Proposal. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to UNTS. The successful respondent will be required to enter into a contract acceptable to UNTS.

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

14.0 SELECTION PROCESS  
Selection of the successful offer submitted in response to this RFP by the submittal deadline will be made using the competitive process described below.

The selection of the successful offer may be made by UNTS on the basis of the offers initially submitted, without discussion, clarification or modification. Alternately, selection of the successful offer may be made by UNTS on the basis of negotiation with any of the respondents. Refer to Section 13.2.

UNTS is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNTS.

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

15.0 ACCEPTANCE OF PROCESS  
Submission of an offer by a respondent indicates: (1) the respondent’s acceptance of the selection process, the evaluation criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the Respondent’s recognition that some subjective judgments must be made by UNTS during this proposal process.

16.0 SCHEDULE OF EVENTS  
The solicitation process for this RFP will proceed according to the following schedule:
EVENT                  DATE

Issue RFP                        07/13/2017
HUB pre-bid meeting            07/18/2017, 1:30 p.m.
(Optional: the sole purpose of this
pre-bid meeting is to discuss the
HUB Subcontracting Plan)

UNT Business Service Center
1112 Dallas Dr., Ste. 4000
Denton, TX 76205
Conference Room #4002

Deadline to submit questions   07/19/2017, 5:00 p.m., CDT
Answers to questions posted    07/21/2017, 5:00 p.m., CDT
Deadline for proposal submission 07/31/2017, 2:00 p.m., CDT

16.1 Revisions to Schedule
UNTS reserves the right to change the dates in the schedule of events above upon written
notification to prospective Respondents through a posting as an Addendum on the UNTS Bid
Opportunity page (https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities) and the Texas State Bid Daily
(esbd.cpa.state.tx.us) website.

16.2 Questions
Questions concerning this Proposal are to be submitted using the electronic form, Bid Inquiry,

All questions must be received no later than 07/19/17, 5:00 p.m. CDT. All
questions and answers will be posted to the websites by 5:00 pm CDT, 07/21/17.

UNTS may, in its sole discretion, respond in writing to questions concerning this Proposal.
Only UNTS’ responses made by formal written Addendum to this Proposal shall be binding
and shall be posted on the websites listed in 16.1. Oral or other written interpretations or
clarifications shall be without legal effect.

17.0 SUBMITTAL DEADLINE AND INSTRUCTIONS
To respond to this Proposal via mail, respondents must submit the information requested in the
Specifications section of this Proposal and any other relevant information in a clear and concise
written format, via hand-delivery or overnight courier, to:

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

Offers must be submitted in writing. Respondent must also include a digital file, either as CD/ROM
or flash/thumb drive, in pdf format*. All required bid deliverables and/or materials and digital media
are to be placed in a separate envelope or appropriate container and sealed. The outside of this
envelope must clearly identify the responding company’s name and return address, as well as the RFP
number and title.
In a second separate envelope, place the completed and signed HUB Subcontracting Plan, and seal the envelope. The outside of this envelope must be clearly labeled with the responding company’s name and the words “HUB Subcontracting Plan” on the outside.

Both sealed envelopes are to be placed in a master envelope or container, sealed, and delivered to the above listed location and by the designated deadline.

*Except where Excel files are specified.

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

NOTE:   DO NOT

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

All offers must be received at the above address no later than the due date and time listed on Page 1 of this RFP. UNTS reserves the right to accept late proposals; however, proposals received after bid opening time will not be accepted.

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

18.0 COMMUNICATION RESTRICTION
All communications regarding this RFP is restricted to the individual named on Page 1 and in Section 17. Any discussions, questions, clarifications, and/or any other type of communication, regardless of format, between any other UNTS personnel or agent and potential Respondents may result in said Respondent’s being disqualified from consideration. This shall remain in effect from time of bid posting until execution of service agreement and issuance of purchase order.

19.0 REFERENCES (Required)
Provide a minimum of three (3) verifiable references with which similar services have been provided by vendor. Respondent agrees that UNTS may investigate these references and consider them as a basis to determine award.

Company Name: ____________________________________________________________

Person to Contact: __________________________________________________________

Street Address: ______________________________________________________________

City, State, Zip: _____________________________________________________________

Area Code and Telephone: __________________________________________________
ATTACHMENT A: Terms and Conditions

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

1.1 Response Requirements:
   a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.
   b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
   c. Responses should be submitted on this form. Responses will be time stamped on or before the hour and date specified for the response opening.
   d.Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
   e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
   f. Response prices are to be firm for UNTS acceptance for 180 days from response opening date. “Discount from list” Responses should be specified, otherwise, UNTS will accept the words “no discount”. UNTS will not accept responses via facsimile.
   g. Respondents must give unit prices for each item to be purchased. Respondents may respond less than the total number of items. An “All or None” response by Respondent may be rejected at the option of UNT System.
   h. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:
      Enter Federal Employer’s Identification Number ________________
   i. Purchases made for UNTS use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
   j. Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Responses on brands of any nature and quality will be considered if response specifies such. If responding on other than referenced, response should show complete description of product offered. Failure to take exception to specifications or reference manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
   k. Unless otherwise specified, items offered shall be new and unused.
   l. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
   m. Samples, when requested, must be furnished free of expense to UNTS. If not destroyed in examination, they will be returned to the respondent, on request, at respondent’s expense. Each sample should be marked with respondent’s name and address, and acquisition number. Do not enclose in or attach offer to sample.
   n. UNTS will not be bound by any oral statement, or representation contrary to the written specifications of this Response.
   o. Manufacturer’s standard warranty shall apply unless otherwise stated in the Response.

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

1.3 Delivery:
   a. Show number of days required to place material at UNTS designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
   b. If delay is foreseen, respondent shall give written notice to UNTS. Vendor must keep UNTS advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet the low response. All cash discounts offered will be taken if earned.
   c. No substitutions permitted without written approval of UNTS Business Service Center Procurement Services.
   d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Service Center Procurement Services.

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

1.5 Award of Contract: A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNTS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against the UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.
   a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
      i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
ii The purchase price;
iii. The reputation of the vendor and of the vendor’s goods or services;
iv. The quality of the vendor’s goods or services;
v. The extent to which the goods or services meet UNTS needs;
vii. The vendor’s past relationship with UNTS and its component institutions;
ix. The total long-term cost to UNTS of acquiring the vendor’s goods or services;
ix. Any other relevant factor that a private business entity would consider in selecting a vendor.

b. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.

c. Delivery may be a factor in this award.

1.6 Payment Terms: UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the latter of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payment must be made to UNTS Business Service Center-Payment Services; 1112 Dallas Dr. Ste. 4000, Denton, TX 76205 or electronically submitted to invoices@untsystem.edu.
a. Payment on any contract will be withheld if Respondent is determined to be more than 30 days delinquent for Child Support.

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

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

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

a. The respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.

c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

d. Under Section 2155.004 Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if the certification is inaccurate.

e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

g. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

1.10 Pursuant to Section 231.006 of the Family Code, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.
1.11 Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.

a. Dispute Resolution: Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.

i. Any contractual claim of respondent that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice, as required by subchapter B, to Michael UNTS Business Support Services Sr. Director of Procurement Services. Said notice shall specifically state that the provisions of Chapter 2260, of subchapter B, are being invoked. Compliance by respondent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

ii. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is respondent’s sole and exclusive process for seeking a remedy for any and all alleged contractual claims if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the UNTS and its component institutions nor any conduct of any representative of the UNTS and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent’s claim is governed by the published Rules adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the UNTS for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76th Texas Legislature shall be Michael Abernethy, UNTS Business Support Services Sr. Director of Procurement Services.

b. Excess Obligations Prohibited: The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNTS applies annually. Any Purchase Order may be canceled at any time without penalty if legislative and/or UNTS funds are not appropriated for goods or services obligated on any Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)

c. Cancellation: Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT System for some other reason then no fault of the vendor, the vendor will be contacted. UNTS reserves the right to cancel the contract upon thirty (30) days written notice to the contractor. The contractor must request and secure in writing the approval of the Procurement Services Department to be released from this contract or any portion thereof should unforeseeable occur.

d. Miscellaneous: The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNTS Internal Auditors and/or UNTS Business Service Center Procurement Services.

e. RESPONSE RESULTS: It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at http://bsc.untsystem.edu/content/bid-inquiry. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

f. Centralized Master Bidders List ("CMBL"): The UNTS utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). The CMBL is located at: http://www.window.state.tx.us/procurement/. Non-HUB respondents are identified from various sources including the CBML.

1.12 Indemnification: Vendor further agrees to indemnify, defend, and hold harmless the UNTS, its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor’s employees and/or subcontractors or due to vendor’s product or services. This indemnification shall include but not be limited to Thats or omissions related to environmental hazards.

1.13 The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, “Privacy Laws”). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that is required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon thirty (30) days written notice to the other.

1.14 Important Notice: Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

1.15 Federal Funds: All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations; Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions (even if part of a State or local government) follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.

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

-End-
RFP Checklist

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

**Check for completion:**

- [ ] Page 1 of RFP document filled out and signed
- [ ] Attachment A, Terms & Conditions, item 1.h.: Federal Tax ID # provided
- [ ] Completed and signed HUB Subcontracting Plan, in separate sealed envelope.

**Check for required documents and materials:**

- [ ] Required materials, documents, and/or statements
  - Timelines (9.A.)
  - Description of process (9.B.)
  - List of equipment (9.C.)
  - Description of storage facilities (9.D.)
  - Resumes (9.E.)
  - Statement of previous experience (8.B.)
  - Indicate future phase capabilities (7.0.)
  - Pricing worksheet, in **Excel format** (11.0)
  - References (19.0)
  - Any exceptions or comments to UNTS’ standard terms and conditions or service agreement, if applicable.

- [ ] One digital media (CD/ROM or flash-drive) containing all required documents listed above, in pdf format (except where noted)

Place documents and flash-drive/CD in an appropriate envelope or container, **per instructions in Section 17.0**. Master envelope or container must be sealed and clearly marked on the outside with the following:

- Responding company’s name
- Responding company’s address
- RFP # and name
- Due date

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