REQUEST FOR PROPOSAL

RFP No.: RFP752-18-205390-WR
Title: Irrigation Controls Update

Proposal Submittal Deadline: February 14, 2018

Prepared By:
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Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Date Issued: January 12, 2018
REQUEST FOR PROPOSAL

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ATTACHMENTS (as separate files):

   Attachment A, Scope of Work
   Attachment B, IQ Cloud Specification
   Attachment C, controller meters numbers, Part 1
   Attachment D, controller meters numbers, Part 2
   Attachment E, controller meters numbers, Part 3
   Attachment F, controller meters numbers, Part 4
   Attachment G, controller meters numbers, Part 5
   Attachment H, Sample Service Agreement
   Attachment I, HUB Subcontracting Plan
SECTION 1: INTRODUCTION

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

1.2 Background
UNT’s irrigation team manually controls and adjusts irrigation settings. Each irrigation controller currently requires physical visits in order to make any scheduling changes. Remote irrigation control and data reporting (usage, leaks, etc.) would greatly increase the efficiency of our irrigation team and water usage.

UNT is seeking a contractor to complete a turnkey installation of irrigation controls including controllers, flow meters, and other components as detailed in the attached specifications.

Please refer to these attachments:
Scope of Work…………………………………………….. Attachment A
IQ Cloud Specification……………………………………….. Attachment B
Controller meters numbers Part 1………………………… Attachment C
Controller meters numbers Part 2………………………… Attachment D
Controller meters numbers Part 3………………………… Attachment E
Controller meters numbers Part 4………………………… Attachment F
Controller meters numbers Part 5………………………… Attachment G

1.3 Group Purchase Authority
Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) 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 the UNTS incurring 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 February 14, 2018 (the “Submittal Deadline”).

2.2 University Contact Person
Proposers will direct all questions or concerns regarding this RFP to the following University contact: Wendy Rounsley, Sr. Buyer.
UNTS specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact via the following link: https://www.untsystem.edu/bid-inquiry.  

**UNTS Contact must receive all questions or concerns no later than 5:00 PM Local Time on January 26, 2018.** It is the intent of UNTS 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 on the UNTS Business Service Center Bid Opportunities web page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

### 2.3 Criteria for Selection

The successful 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:

1. **Pricing, initial costs and long-term costs to UNT of acquiring the vendor’s good and/or services**
2. **Ability to perform the work**
3. **Project time-line**
4. **The reputation of the vendor and of the vendor’s goods and/or services**
5. **Ability to meet technical project specifications**
6. **The extent to which the good or services meet UNT needs**

Furthermore, the 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 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP Issued</td>
<td>January 11, 2018</td>
</tr>
<tr>
<td>Pre-Submittal Conference</td>
<td>January 23, 2018</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>January 26, 2018</td>
</tr>
<tr>
<td>Submittal Deadline</td>
<td>February 14, 2018</td>
</tr>
</tbody>
</table>

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of the 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 ☒ are probable ☐ are not probable under the contract.

Accordingly, all proposers must submit a HUB subcontracting plan (HSP). A copy of the HSP forms and related information is attached to this RFP (refer to Attachment I). For questions regarding the HUB Program or submittal of your HSP, vendors may contact either Greg Obar, Associate Director, HUB Program at Greg.Obar@untsystem.edu.

The HSP must be submitted in its own individual sealed package, and marked with “HSP” and the RFP # on the outside. This sealed package is to be included in the master container along with the sealed bid response.

FAILURE TO SUBMIT AN HSP WITH YOUR RESPONSE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

2.6 Pre-Submittal Conference

A preproposal conference and walk through will be held Tuesday January 23, 2018 at 9:00am local time at the Facilities Management Conference Room located at 2204 W. Prairie St. Denton, TX

SECTION 3: SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete original copy of its entire proposal. An original signature by an authorized officer must appear on the Execution of Offer (ref. Appendix One, Section 2) of submitted proposal. The Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.
The University does not consider electronic signatures to be valid for submission of competitive solicitation responses. Therefore, the original signature must be a “wet signature.”

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 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.

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

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

3.3 Proposal Validity Period
Each proposal must state that it will remain valid for UNTS’ acceptance for a minimum of one hundred and twenty (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, the 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). 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 Section 5);
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 a contract with the Contractor in substantially the form of the attached sample service agreement (refer to Attachment H). Award is contingent upon the successful execution of agreement.
3.5 Submittal Checklist
Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. Failure to return each of these items with its proposal may result in rejection of the proposal.

3.5.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX ONE)
3.5.2 Signed and Completed HUB Subcontracting Plan. (ref. Section 2.5 of this RFP). PLEASE SUBMIT THIS INFORMATION IN A SEPARATE ENVELOPE.
3.5.3 Responses to Proposer's General Questionnaire (ref. Section 3 of APPENDIX ONE).
3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of APPENDIX ONE)
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/bsc_po_terms_12.19.2017.pdf. Additionally, attached is a sample Services Agreement (refer to Attachment H).

4.1 Term
The initial term of the contract resulting from this RFP shall be for three (3) years, with options to extend for two (2) additional years in one (1) year increments. Options to extend are by mutual consent and in writing. Either party may terminate after year one without penalty by giving at least 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 may result in the disqualification of the proposal.

SECTION 5: SCOPE OF SERVICES

5.1 Vendor Minimum Requirements
Successful contractor shall:

5.1.1 Be licensed to install landscape irrigation systems in Texas.
5.1.2 Have a minimum of five years’ experience with commercial irrigation installation of a similar scope and value.
5.1.3 Successfully complete a training seminar for the central control equipment to be installed, provided by the manufacturer or an authorized agent.

5.2 Specifications/Deliverables
The successful contractor will be responsible for fully implementing the scope of work as outlined.

5.2.1 Provide a payment schedule as it corresponds to the completion of work.
5.2.2 Conduct a site radio survey with a control system manufacturer-approved authorized service provider. Present the results of the radio survey to the UNT Grounds Manager and the Irrigation Consultant for review before further work begins.
5.2.3 Replace existing irrigation controllers as indicated on the contract documents (Attachments C-G) and direction from UNT based on the radio survey. Install master valves and flow meters as noted on the contract documents (Attachments C-G) and directions from UNT, to include trenching and backfilling and / or boring at existing pavement as required and noted on the drawings.

5.2.4 Call UNT representative for inspection of all work before trenches are backfilled. Any trenches left open overnight shall be flagged with caution tape to alert pedestrians to the potential hazard.

5.2.5 Provide "As-Built" record documents for all new equipment installed within 60 days from completion of work.

5.2.6 Provide a minimum of 16 hours of on-site training to UNT irrigation team for the use and operation of new controllers. Provide initial "set up" for new controllers served by web-based remote control.

5.2.7 Provide one year warranty for equipment and workmanship, from date of acceptance.
   5.2.7.1 No continued service is required after the warranty period.
   5.2.7.2 During the 1-year warranty period, the contractor will respond to calls for service within 24 hours, during week days. The response will include a confirmation of receipt of the call and a scheduled site visit, if required, within 72 hours (during normal working hours), of the original service request.

5.2.8 Two battery-powered controllers and one solar powered unit must be deleted by connecting to new or existing electric powered units.

5.2.9 Solenoids must be changed from DC to AC type for 11 zone valves.

5.2.10 A total of 23 existing controllers must be eliminated.

5.2.11 A total of 8 existing controllers located inside building walls must be relocated by the contractor to exterior wall locations using existing wire conduits.

5.2.12 Existing control wires from the eliminated units must be extended to nearby controller locations, and connected to un-used stations.

5.2.13 108 existing controllers shall be replaced with new Rainbird ESP-LXME/F units.

5.2.14 Existing valve wires and weather sensors must be reconnected to the new controllers.

5.2.15 Master valves and flow sensors shall be installed as noted on the spread sheet (refer to Attachment B).

5.2.16 The installation of master valves and flow sensors will require trenching and boring at existing pavement.

5.2.17 All control valve wiring, including master valves, shall be #14, U.F. single conductor irrigation wire.

5.2.18 Wiring from controllers to flow sensors shall be PE-39 communication cable. All control wire and communication cable shall be buried at a minimum 12" depth. Wires crossing existing pavement shall require a bore by the installing contractor, and 2" sch. 40 PVC sleeve pipe.

5.2.19 All new trenches shall be inspected by the Owner before backfilling. The contractor shall notify the Owner 24 hours in advance to schedule trench inspections. Any trenches left open overnight shall be flagged with caution tape.

5.2.20 The proposed irrigation control system renovation shall allow remote programming, management, and monitoring of individual controllers through an integrated, web-based system using Rainbird controls with IQ v 3.0 Central Control. Currently 127 stand-alone, conventionally wired, electric powered controllers are in use. Additionally, 11 existing zone valves are served by 3 battery powered and 1 solar powered unit.
The proposed system will include:

5.2.20.1 Predictive estimating, including a “Dry Run” feature to project total operation watering window times.
5.2.20.2 Data analysis tools.
5.2.20.3 ET based watering calculations.
5.2.20.4 Remote monitoring and control.
5.2.20.5 Weather based control logic.
5.2.20.6 Flow management, including simultaneous zone operation automatically selected by total allowable flow.
5.2.20.7 Considerations for compatibility with future enhancements, to avoid product obsolescence.

5.2.21 Contractors wishing to provide proposals for the consideration of controller equipment, other than "Rainbird" brand must:

5.2.22 Satisfy the Owner and Irrigation Designer that any proposed Alternate equipment meets all of the system requirements and includes all performance features available with the specified Rainbird products.

5.2.23 Provide complete bid pricing, including unit pricing, for all specified equipment and services required.

5.2.24 Vendor must notify UNT of any change on the project management team within 2 business days of the change. UNT must approve new project management staff.

5.2.25 Payment and performance bond will be required to be shown and referenced to for this project.

5.2.26 Refer to Attachment B for IQ Cloud specifications.

5.2.27 Electric power to new and relocated controllers shall be provided by the Owner.

5.2.27.1 Flow sensing will not be included on some specific locations due to piping or water source limitations.

### 5.3 Pricing/Fees

Please attach with your response a schedule of pricing outlining unit costs for components which make up the system, including any fees for the installation or training that the UNTS will be responsible to pay.

Unit pricing shall be provided for each new controller type, master valve installation, and flow sensor installation. Linear foot unit pricing shall be provided for #14 control wire, PE-39 cable, trenching, and boring with 2” sleeve pipes (refer to Attachment A).

The Owner reserves the right to deduct new controllers and associated equipment from the proposed scope of work based on the project budget. Unit prices provided by the proposer shall be used to modify the total contract amount if changes to the scope or work are made due to the results of the radio survey, or the total budget.

Before any new controllers are installed, a radio survey shall be conducted by a factory authorized service provider. The cost of the radio survey shall be included as a line item in the proposal. “Client” / “Server” groups may be modified based on the results of the radio survey.

### 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 University as having received a copy of this RFP. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University 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 the University’s 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 University is responsible for notifying UNTS that it has received an RFP package, and should provide its name, address, telephone number and FAX number to University, so that if University 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 University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, 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 and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

1.4 Type of Agreement
Refer to attached sample service agreement, Attachment H.

1.5 Proposal Evaluation Process
The University will select Contractor by using the competitive sealed proposal process described in this Section.

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

At the University’s sole option and discretion, University may discuss and negotiate elements of proposals submitted with any or all proposers at the University’s sole discretion. Furthermore, the University may request presentations or system demonstrations from any or all proposers at no cost or obligation to the University.

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

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

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 University during this proposal process.
Section 1

1.7 Solicitation for Proposal and Proposal Preparation Costs
Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University’s anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; 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 University.

1.8.3 University 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 University, at University’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 University makes no warranty or guarantee that an award will be made as a result of this RFP. University 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 University's best interest. University 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 University, at University’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 University, in University’s 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 the 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. Section 2 of APPENDIX ONE) 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 University, 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.

University 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 University, 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. Section 4 of APPENDIX ONE) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, 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) as required 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. Section 2 of APPENDIX ONE) 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's 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 University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University 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 University, 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 University, 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 University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University 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 University, indemnify, and hold harmless University, The University of 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.

2.10 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 University 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 University.

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 University’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 The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of 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 University 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 represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

2.11 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 University makes an award or enters into any contract or agreement with Proposer.

2.12 If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.985(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.

2.13 Proposer should complete the following information:

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If Proposer is a Corporation, then State of Incorporation: ______________________
If Proposer is a Corporation, then 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 ______________________________

Are you a certified Historically Underutilized Business (HUB)? (circle one) YES     NO
If “Yes”, please indicate the issuing authority and include copy of your certificate.

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: If there was only 1 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: ________________________________________
(Name, print or type)

__________________________
(Title)

__________________________
(Date)

__________________________
Signature (authorized signature)

-END-