REQUEST FOR PROPOSAL

RFP No. 752-18-210024-JR
Title: Social Media Monitoring

Proposal Submittal Deadline: 2:00PM Local Time, January 5, 2018

Prepared By:
Jill Roys, Senior Buyer
University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
RFP Issue Date: December 5, 2017

Notice to potential bidders: UNTS will be closed December 23, 2017 and reopen January 2, 2018
REQUEST FOR PROPOSAL

Table of Contents

SECTION 1: INTRODUCTION .................................................................................................. 1
SECTION 2: NOTICE TO PROPOSER .................................................................................... 1
SECTION 3: SUBMISSION OF PROPOSAL ............................................................................. 3
SECTION 4: GENERAL TERMS AND CONDITIONS ............................................................... 4
SECTION 5: SCOPE OF SERVICES ........................................................................................ 4
APPENDIX ONE: AFFIRMATIONS AND CONFIRMATIONS .................................................... 7

ADDENDUMS:
    Sample Service Agreement
SECTION 1: INTRODUCTION

1.1 UNIVERSITY SYSTEM DESCRIPTION

The University of North Texas System (UNTS) includes 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 UNT System also provides high-quality, innovative and affordable legal education in Downtown Dallas at the University of North Texas at Dallas College of Law. 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.

1.2 Background

UNTS is accepting proposals and intends to enter into an agreement with a successful respondent who specializes in Social Media Monitoring (Commodity Code: 915-67).

UNT Police Department (PD) and Emergency Management (EM) are looking to better identify potential threats and campus community welfare concerns, enhance event security, increase situational awareness while managing incidents and provide valuable information for investigative and follow-up purposes.

UNT PD and EM is seeking a provider of social media monitoring tools that are designed to identify local, domestic, and international risks/threats and to alert, in real time, assigned personnel.

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

University will accept proposals submitted in response to this RFP until 2:00 p.m., Local Time on January 5, 2018

2.2 University Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following University contact:

The University of North Texas System
Procurement Services
Jill Roys, Senior Buyer
University 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 December 12, 2017.** UNTS It is University’s intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern. Answers to questions will be posted via addendum 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 suggested 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, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to the UNTS taking into consideration the evaluation criteria contained herein. The successful Proposer(s) is/are referred to as as the “Contractor.” The UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interested of the UNTS with the 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 University 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 in your 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.

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

- Contractor meets requirements as outlined in Section 5.2 Minimum Requirements
- Proposal meets requirements as outlined in Section 5.3 Specifications/Deliverables
- Company background, relevant experience, capacity
- References
- Pricing

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

- **Issuance of RFP Issued**  
  December 5, 2017

- **Deadline for Questions/Concerns**  
  5:00PM Local Time, December 12, 2017  
  (Ref. Section 2.2 of this RFP)
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 of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of submitted proposal. The Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

For submission of competitive solicitation responses, the University does not consider electronic signatures to be valid 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 Submission
Proposals must be received by University 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

Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container).

NOTE: Proposals submitted 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 University’s 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 request extensions accordingly.

3.4 Terms and Conditions
3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the attached Sample Agreement, 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
3.4.1.2 Proposal Requirements (ref. APPENDIX ONE);
3.4.1.3 Notice to Proposers (ref. Section 2 of this RFP).

3.5 Submittal Checklist
Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX ONE)
3.5.2 Responses to Proposer’s General Questionnaire (ref. Section 3 of APPENDIX ONE).
3.5.3 Signed and Completed Addenda Checklist (ref. Section 4 of APPENDIX ONE)
3.5.4 Responses to evaluation criteria.

SECTION 4: GENERAL TERMS AND CONDITIONS

The UNTS’s standard procurement terms and conditions may be found at: https://www.untsystem.edu/sites/default/files/po_terms_and_conditions_00214319xc146b_0.pdf Additionally, attached is a SAMPLE University of North Texas System Services Agreement. If a proposer takes exception to any of these terms and conditions in either our standard procurement terms and conditions as well as those included in the sample agreement, those exceptions should be stated and located in a separate section of the vendor’s response marked “Exceptions.” Proposers are advised that should the UNTS not accept a stated exception it may result in disqualification of your proposal.

4.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. APPENDIX ONE), Proposer must submit a list of the exceptions with proposal. Proposers should note that should the UNTS not accept any of the exceptions it may result in disqualification of the submitted response.

4.2 Term. The term of this contract resulting from this RFP shall be for four (4) years with options to extend for three (3) additional years in one (1) year increments by mutual consent. Either party may terminate after year one without penalty by giving at least 90 days notice to the other party.

SECTION 5: SCOPE OF SERVICES

5.1 General
The minimum requirements and the specifications for the services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth
below. As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the “Contractor.” Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification and service requirements:

5.2 Vendor Minimum Requirements
5.2.1 Proven track record providing services to law enforcement agencies and institutions of higher education

5.2.2 Minimum of two (2) years in business with verifiable success in providing a high level of customer satisfaction

5.2.3 Contractor must provide four (4) references from law enforcement agencies and at least one (1) from institution of higher education

5.3 Specifications/Deliverables
5.3.1 The product must provide the following capabilities:

5.3.1.1 Initiate real-time alerts to the police department and emergency management in response to social media posts that indicate a potential threat at the local, domestic, and international lever to the UNTS community.

5.3.1.2 Establish threat categories that will initiate an alert, consisting of key words/phrases compiled through applicable industry standards and best practices. All categories and associated lists must be flexible and modifiable as needed.

5.3.1.3 Access to historical data consisting of social media posts and/or trends by specific location, people, groups, organizations, incidents, or events

5.3.1.4 Set-up specific geo-fencing for monitoring as defined by all select criteria or alert parameters.

5.3.1.5 Custom dashboard available to every user.

5.3.1.6 Notify select personnel and not to be limited to the number of user licenses.

5.3.1.7 Monitor posts by location, people, groups, organizations, incidents, events or breaking news.

5.3.1.8 Ability to create multiple monitors, tables, panes for specific locations, people, groups, organizations, incidents, events or breaking news and viewable in a dashboard format.

5.3.1.9 Access to analytics and reports that meet industry standards, best practices and needs relevant to law enforcement and emergency management.

5.3.2 Contractor to provide a detailed product description including a list of features.

5.3.3 Contractors Standard Level Agreement (SLA)

5.3.4 Contractor must meet the minimum service level requirements as follows:

5.3.4.1 Contractor must provide direct access to customer services representative during normal business hours Monday-Friday

5.3.4.2 Contractor to respond to requests for service during evening, night and weekend time periods and contact with support representative is made within four (4) hours of request.

5.3.4.3 Ensure that the primary features of the product are accessible and functioning 99% of the time on a monthly basis.
5.3.4.4 Planned services interruptions must be announced at least 24 hours in advance.
5.3.4.5 Training provided to all users of the product.
5.3.4.6 Remediation plan and timeline in the event of service level failure.
5.3.4.7 If no remedy has been determined after the first attempt at remediation UNTS has the right to withdraw from the contract.

5.8 Pricing/Fees
Respondents are to include a detailed itemized list of any costs for the items listed below or for any other fees or charges that may be incurred.

5.8.1 Price per license
5.8.2 Training
5.8.3 Maintenance Fees
5.8.4 Price break on license (s) if applicable
-END-
APPENDIX ONE: AFFIRMATIONS AND CONFIRMATIONS

1.1 Purpose

UNTNS 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 UNTNS.

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

UNTNS 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 UNTNS 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

(See attached sample UNTS Services Agreement)

1.5 Proposal Evaluation Process

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

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 UNTNS’ sole discretion, selected proposer(s) may be invited to provide a product demonstration during the evaluation process. Demonstrations will be conducted on-site at a UNTS location to be determined and at an agreed upon schedule. Additionally, selected proposer(s) will grant free access for a product trial period of two (2) weeks. The product demonstration and the free two (2) week access is at no obligation to UNTS.

At 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.
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 RFP process.

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

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and 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.
1.9.1 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.

1.9.2 Pricing and Delivery Schedule

Proposer must complete and return the Pricing Schedule (ref. Section 5.8 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.

1.9.4 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.

1.9.5 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.

1.9.6 Submission

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.)

Upon Proposer’s request and at Proposer’s expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University 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.

University 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 University. 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 University’s consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University’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 University 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 University as specified herein and that such intent is not contingent upon University’s acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

1.9.7 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.
1.9.8 **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.

1.9.9 **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 PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER’S PROPOSAL 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 NEGLIGENCE 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.**

2.1.10 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 venturers 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 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 venturers 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.

2.12 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 361.965(c), Health & Safety Code, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code. Section 361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.13 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: ____________________________

If Proposer is a Corporation, then Proposer's Corporate charter number: ____________________________

RFP No.: ____________________________, Title: ____________________________
SECTION 3

PROPOSER’S GENERAL QUESTIONNAIRE

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

3.1.1 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.

☐ Texas Comptroller of Public Accounts  ☐ NCTRCA
☐ MBDC  ☐ Other ________________________________

SECTION 4

ADDENDA CHECKLIST

Proposal of: __________________________________
(Proposer Company Name)

To: The University of North Texas System

Ref.: Social Media Monitoring

RFP No.: RFP752-18-210024-JR

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if 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: __________________________

By: __________________________
(Authorized Signature for Proposer)

Name: __________________________

Title: __________________________

Date: __________________________

-END-