REQUEST FOR PROPOSAL

RFP#: 752-19-212807-JR
Title: Chartered Air Travel

Proposal Submittal Deadline: February 26, 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
Issue Date: January 26, 2018
REQUEST FOR PROPOSAL

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ATTACHMENTS (as separate files)
  A Catering Menu
  B Pricing Grid
  C Sample Service Agreement
  D HUB Subcontracting Plan
SECTION 1: INTRODUCTION

1.1 UNTS System Description
UNTS of North Texas System (UNTS) is seeking proposals for Chartered Air Travel. 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
North Texas athletics is seeking a vendor to provide charter airplane service for football team travel to a minimum of six (6) away games for the 2018 football season.

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

SECTION 2: NOTICE TO PROPOSER

2.1 Submittal Deadline
UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time on February 26, 2018.

2.2 UNTS Contact Person
Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact:

Jill Roys, Senior Buyer

UNTS specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to UNTS 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 February 9, 2018. It is UNTS'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 to this RFP on UNTS Business Service Center Bid Opportunities web page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Vendors are strongly 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 UNTS 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 best value to UNTS taking into consideration the evaluation criteria contained herein. 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 UNTS 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 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. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

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

2.3.1 History and past performance
2.3.2 Ability to provide services as requested in this RFP
2.3.3 References
2.3.4 Completed and thorough proposal
2.3.5 Cost-overall cost for preferred plane types/FBO’s

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

2.4 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>January 26, 2018</td>
</tr>
<tr>
<td>Pre-Submittal Conference</td>
<td>February 5, 2018</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>February 9, 2018by 5:00 pm, local time</td>
</tr>
<tr>
<td>Answers Posted</td>
<td>February 13, 2018by 5:00 pm, local time</td>
</tr>
<tr>
<td>Submittal Deadline</td>
<td>February 26, 2018at 2:00 pm, local time</td>
</tr>
</tbody>
</table>

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

2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, UNTS has determined that subcontracting opportunities are 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. 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.

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. 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 envelope containing the 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 will be held on February 5, 2018, 9:30am-10:30am, at the UNTS Business Service Center, 1112 Dallas Dr., Ste. 4000, Room 4202A, Denton, TX 76205

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, UNTS 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 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

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

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

3.4 Terms and Conditions
3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. Section 5). 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 anticipates entering into a contract with the Contractor in substantially the form of the attached Sample Agreement.

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 UNTS may reject 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 may be found at: https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf. Additionally, attached is a SAMPLE UNTS of North Texas System Services Agreement. If a proposer takes exception to any of these terms and conditions in either our standard purchase order terms and conditions or those included in the sample agreement, those exceptions should be stated and located in a separate section of the proposal marked “Exceptions.” Proposers are advised that should UNTS not accept a stated exception it may result in disqualification of your proposal.

4.1 Term
The initial term of contract resulting from this RFP shall be one (1) year with options to extend for an additional one (1) year term. Options to extend are by mutual consent and in writing. Either party may terminate after year one without penalty by giving at least 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
5.1.2 Five (5) references of D1 schools with similar capacity.
5.1.2 References have contracted within the past two (2) years.
5.1.3 All charter aircrafts provided for the scheduled trip(s) must be in excellent condition and meet all U.S. Department of Transportation, Federal Aviation Administration, and safety regulations.

5.2 Specifications/Deliverables
5.2.1 Operational Specifications and Requirements
5.2.1.1 Flight carrier must possess FAA rating of Part 121 Certificate or Part 121 Flag.
5.2.1.2 Contractor will operate a 24-hour operations center with the capability of notifying a North Texas Football Team representative of aircraft location, status, schedule changes due to weather and or maintenance delays.
5.2.1.3 FAR Part 125 and Part 91 operators will not be considered for aircraft charter operations for the University of North Texas.

5.2.1.4 The contractor will be responsible for compliance with all rules, regulations and guidelines with regard to their service to North Texas Athletics.

5.2.1.5 Contractor is responsible to determine the crew qualifications.

5.2.1.6 Charter operations conducted by FAR Part 121 Air Carrier Operators are an acceptable means of travel for Athletic Department Team Travel. Unscheduled Part 121 Operators must include three (3) references with bid information and operate in full compliance of all FAR Part 121 requirements.

5.2.1.7 Charter operations conducted by FAR Part 135 Commercial Operators will be in full compliance with all FAR Part 135 requirements.

5.2.1.8 Ability to hold minimum payload of 40,000 LBS.

5.2.1.9 First Class and Business Class Availability.

5.2.1.10 Responses shall be inclusive of TSA screening costs. TSA screening will take place at FBO.

5.2.1.11 Standard beverage service.

5.2.1.12 Food and beverage Catering Menu (Attachment A) is optional but should be listed in Pricing Grid (Attachment B) as per meal and as total for the trip, based on the Catering Menu.

5.2.2 Airports

5.2.2.1 Departure and return flights are to be at Alliance Airport (AFW), Fort Worth Texas. Quotes should reflect this location.

5.2.2.2 Preference for destination airports is at local Fixed Base Operators (FBO), unless otherwise stated or if unavailable.

5.2.3 Flight Scheduling

5.2.3.1 The successful bidder and/or operator will be responsible for all flight scheduling, airport arrangements required and to be familiar with all runway restrictions/codes of the indicated destinations.

5.2.3.2 North Texas Athletics may request flight changes within forty-eight (48) hours of scheduled departure time.

5.2.3.3 Confirmation with all teams forty-eight (48) prior to scheduled travel, that plane will be available and on time. A phone number and point of contact should be provided to the team at this time for use in case of emergency.

5.2.3.4 The University of North Texas has indicated estimated departure and arrival times for our football team; however, there may be flexibility with the Friday preferred departure times and in certain situations a Thursday evening departure may be considered.

5.2.3.5 Any schedule changes shall be approved by the University of North Texas. Due to scheduling, departure times may vary as some schools have not yet set their game times.

5.2.4 Boarding

5.2.4.1 The aircraft must be on-site for boarding on and a half (1:30) hours prior to scheduled departure time.

5.2.4.2 Two (2) sets of air stairs are preferred but not required on all trips.

5.2.5 Manifest Requirements

5.2.5.1 Manifest boarding requirements and seating charts must be furnished with your submitted bid proposal.

5.2.6 Performance of Work

5.2.6.1 The contractor is responsible to maintain and supply all equipment, aircraft, engine reserve, fuel, and other supplies required for the services to be performed in this contract (including the Sponsorship Agreement).

5.2.6.2 In the event the plane is not available and ready for take-off within the contracted time-frame, the Contractor will be responsible to feed and house the traveling party until such flight is ready, in addition to Contractor’s other obligations as set
forth in this contract. This requirement extends to FBO or other non-main terminal locations and/or sub-contracted gates.

5.2.6.3 In the event of additional ground time and/or delays due to mechanical difficulties, or other reasons attributable to the Contractor, the Contractor shall compensate the University for such delay(s).

5.2.6.4 Compensation would include, but not limited to the following:

5.2.6.4.1 1 hour delay---PowerAde and Powerbars for each traveler
5.2.6.4.2 1.5- to 2-hour delay--a meal for each traveler, and lounge accommodations for all travelers.
5.2.6.4.3 For any flight delay more than 2 hours, for any reason attributable to the Contractor, the Contractor shall refund the University for any costs incurred due to such delay, including but not limited to meals, lodging, and local transportation.

5.2.6.5 The Contractor shall provide current on time records for scheduled commercial flights and charters.

5.2.7 Cancellation or Delayed Operation

5.2.7.1 Weather-related cancellations:

5.2.7.1.1 The Contractor shall discuss actual and anticipated weather conditions with the University. Such discussions shall occur in advance of the flight to permit the University to decide whether to proceed with or cancel the flight.

5.2.7.1.2 Final decision whether to proceed with or to cancel a flight for weather-related reasons shall always rest with the Contractor.

5.2.7.1.3 The Contractor shall provide verification and substantiation of the reason(s) for the flight cancellation if the University so requests and if writing if the University so requests.

5.2.7.1.4 In the event of a cancellation due to weather-related reasons, the Contractor shall refund all fees and costs paid by the University for the flight and all associated matters.

5.2.7.1.5 Upon Boise State request, the Contractor shall make every effort to provide alternative flight options in the event that the scheduled flight is significantly delayed or cancelled due to weather.

5.2.7.2 Mechanical and other cancellations:

5.2.7.2.1 If a flight is cancelled in whole or in part due to mechanical reasons, flight crew availability, or for other reasons within the Contractor’s control, the Contractor shall be obligated to provide a substantially equivalent replacement aircraft.

5.2.7.2.2 Indicate the maximum time to obtain replacement aircraft.

5.2.7.2.3 If the Contractor fails to provide an equivalent replacement aircraft, it shall refund all fees and costs paid by the University for the flight and all associated matters. The Contractor shall be liable for all damages, including consequential damages uncured by the University.

5.2.7.2.4 The Contractor acknowledges that said damages may include, but are not limited to, lodging, meals, alternate travel arrangements, lost game revenue, game cancellation liquidated damages amounts as defined in the contract between the University and its opponent, and compensation for delays.

5.2.7.2.5 The carrier is to outline a plan for backup service should the need arise.

5.2.7.3 Cancellation by the University

5.2.7.3.1 The University may cancel any and all flights, for reasons beyond the University’s control, such as but not limited to game cancellation due to adverse weather.

5.2.7.3.2 The University shall make every effort to provide 24-hour advance notice of any such cancellation(s).
5.2.7.3.3 Upon such cancellation, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

5.2.7.4 Delay or Change by the University

5.2.7.4.1 The University may delay or change any and all flights, for reasons beyond the University’s control, such as but not limited to game date change, network television scheduling related changes, and field availability.

5.2.7.4.2 The University shall provide notice to the Contractor as soon as possible in the event of a delay or change.

5.2.7.4.3 If the Contractor is not able to accommodate the delay or change, the Contractor shall credit all fees paid by the University for the flight and associated matters to be applied to a future flight with the Contractor.

5.2.8 Ground Time

5.2.8.1 The costs incurred for all ground time delays due to any reason not within the control of the University shall be borne by the Contractor.

5.2.8.2 For ground time delays attributed to the University, the first two hours shall be at no charge to the University.

5.2.8.3 References should include name, address of facility, contact name and number.

5.2.9 Proposer Information

If the Contractor has documents that will require review or a signature of the University of North Texas, these documents must accompany your proposal and will be considered in the evaluation, keeping in mind the University of North Texas’ Terms and Conditions and General Provisions shall apply first in all instances.

5.2.10 Flight Selections

5.2.10.1 The University of North Texas will have the right to select flights it will choose upon final proposal submission.

5.2.10.2 University of North Texas will notify carrier of selected flights before the contract is signed.

5.2.11 Incentives

5.2.11.1 Contractor shall describe, in detail, and list associated incentives for additional goods and/or services available to the UNTS, but not necessarily addressed.

5.2.11.2 Bidders are welcome to include additional options in their bid response. UNTS, in its sole discretion, shall determine which, if any, additional options will be included.

5.2.12 Fuel Charges

5.2.12.1 Separately identify fuel cost assumption per flight.

5.2.12.2 Fuel cost assumption should be in dollars/gallon.

5.2.12.3 Identify if fuel cost assumption is based on current fuel costs, or a projection of future fuel costs, and provide date of that projection.

5.2.12.4 The cost of fuel will be normalized for all bids to allow consistent price comparison.

5.2.12.5 If a fuel surcharge is a variable in the costs associated with these charters (documentation required to substantiate fuel surcharge), identify fuel usage quantity per flight hour, flight hours per flight (to include deadheads) and calculation for determining fuel surcharge or credit.

5.2.13 2018 Football Schedule

5.2.13.1 All game dates and times are tentative.

5.2.13.2 UNTS reserves the right to change dates and/or times.

5.2.13.3 A finalized schedule will be sent to successful Contractor 90 days prior to each flight.
5.2.13.4 Changes outside the control of the UNTS shall be communicate to Contractor as soon as possible.

5.2.13.5 Below is the University of North Texas Athletic Department (football) away game schedule, as well as estimated flight departure and arrival time preference. Departure time for each flight is determined as soon as possible after the official schedule is published. Requests by the University of North Texas to adjust departure times may occur, especially if the host school changes stadium availability for practice on arrival day, television schedule changes, or other similar changes occurs that affect the trip schedule.

Some consideration will be given to alternative arrival and departure times at the sole discretion and approval of the Athletic Department. A detailed schedule is to accompany the proposal that best meets the criteria.

<table>
<thead>
<tr>
<th>DATE</th>
<th>GAME/OPPONENT</th>
<th>DEPARTURE TIME</th>
<th>IN/OUT-BOUND LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/14/18</td>
<td>vs Arkansas</td>
<td>3:00 pm (AFW)</td>
<td>Fayetteville, AR (XNA)</td>
</tr>
<tr>
<td>9/15/18</td>
<td></td>
<td>Post game (XNA)</td>
<td></td>
</tr>
<tr>
<td>9/21/18</td>
<td>vs Liberty</td>
<td>12:00 pm (AFW)</td>
<td>Lynchburg, VA (LYH)</td>
</tr>
<tr>
<td>9/22/18</td>
<td></td>
<td>Post game (LYH)</td>
<td></td>
</tr>
<tr>
<td>10/5/18</td>
<td>vs Texas-El Paso</td>
<td>4:00 pm (AFW)</td>
<td>El Paso, TX (ELP)</td>
</tr>
<tr>
<td>10/6/18</td>
<td></td>
<td>Post game (ELP)</td>
<td></td>
</tr>
<tr>
<td>10/19/18</td>
<td>vs Alabama-Birmingham</td>
<td>2:30 pm (AFW)</td>
<td>Birmingham, AL (BHM)</td>
</tr>
<tr>
<td>10/20/18</td>
<td></td>
<td>Post game (BHM)</td>
<td></td>
</tr>
<tr>
<td>11/9/18</td>
<td>vs Old Dominion</td>
<td>12:30 pm (AFW)</td>
<td>Norfolk, VA (ORF)</td>
</tr>
<tr>
<td>11/10/18</td>
<td></td>
<td>Post game (ORF)</td>
<td></td>
</tr>
<tr>
<td>11/23/18</td>
<td>vs Texas-San Antonio</td>
<td>2:00 pm (AFW)</td>
<td>San Antonio, TX (SAT)</td>
</tr>
<tr>
<td>11/24/18</td>
<td></td>
<td>Post game (SAT)</td>
<td></td>
</tr>
</tbody>
</table>

5.2.14 University Marks

5.2.14.1 The University of North Texas’ registered trademarks, as well as other names, seals, logos, college colors and other indicia (“University Marks”) that are representative of the University may be used solely with permission of the University of North Texas. Not withstanding the foregoing, the University logo may be used in the RFP response for illustrative purposes only.

5.2.14.2 No use may be made of the University Marks in any document which implies any association with or endorsement of the services of the bidding company or any other third party.

Refer to http://urcm.unt.edu/branding

5.3 Pricing/Fees-Refer to Pricing Grid (Attachment B)

5.3.1 Pricing shall be all-inclusive round trip, with the exception of the UTSA trip (11/29/18). UTSA shall be quoted one way for each leg of the trip.

5.3.2 Prices will need to be quoted using your average fuel base figure. Clearly notate fuel base rate in all submitted quotes.

5.3.3 The operator, aircraft type, and seating capacity must be identified on the bid response.

5.3.4 UNTS reserves the right to validate/confirm prices quoted by a broker.
5.3.5 Any bids submitted by a broker that appear to be well below industry standard/historical pricing received by the University, will be examined/confirmed with the plane’s operator at the University’s discretion.

5.3.6 Bids submitted with multiple options on seating/pricing are allowed, however they must meet all qualifications.

5.3.7 Proposal pricing must include all positioning and repositioning fees.

5.3.8 Proposal pricing must include all equipment, pilots, services, insurance, flight personnel, fuel, taxes, fees, gratuity, and other expenses for the trip.

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose
UNTSS 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
UNTSS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTSS’s responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to UNTS’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 UNTS is responsible for notifying UNTS that it has received an RFP package, and should provide its name, address, telephone number and FAX number to UNTS, so that if UNTS issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

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

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

1.4 Type of Agreement
(See attached sample UNTS Services Agreement)

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

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

At UNTS’s sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all proposers at no cost or obligation to UNTS.
After submission of a proposal but before final selection of Contractor is made, UNTS 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. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

UNTS reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more 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 UNTS. Proposer is hereby notified that UNTS will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UNTS.

1.6 Proposer's Acceptance of Evaluation Methodology

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.

1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria.

1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS'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 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 UNTS, in its sole discretion.

1.10 Pricing and Delivery Schedule

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

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

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to UNTS, and the time period within which Proposer proposes to be able to complete each such phase.
1.11 **Proposer's General Questionnaire**
Proposals must include responses to the questions in Section 3 of Appendix 1. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

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

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

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

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.

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**Section 2: Execution of Offer**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH RESPONDENT’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 UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.

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

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

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

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

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

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

2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, UNTS of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

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 UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.

2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, Family Code, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint 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 UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of UNTS of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, Government Code). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.

2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov’t Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.
2.11 By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

2.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.

2.13 If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), Health & Safety Code, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code. Section 361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.14 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: _______________________________________

**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.
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)? (check 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 _____

Proposer: __________________________________________________________

(Company Name)

By: __________________________________________________________

(Name, print or type)

(Title)

(Date)

Signature (authorized signature)

-END-