Request for Proposal #: RFP763-18-124077-JT
Request for Proposal Name: A/V VISUAL MANAGEMENT AND LEARNING SYSTEM
Pre-submittal meeting (optional): 07/19/2017, 10:00 a.m., local time
RESPONSE DUE DATE AND TIME: 07/31/2017, 2:00 p.m., local time

RETURN SEALED PROPOSALS TO
(address for delivery by hand or courier)
Janell Tepera, Sr. Buyer
University of North Texas System
Business Service Center-Procurement Services
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

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

If there are any questions regarding this RFP, please submit solicitation questions by using the Bid Inquiry form (https://www.untsystem.edu/bid-inquiry). All questions must be received no later than 07/21/2017, 3:00 p.m., local time. All questions and corresponding answers will be posted on the UNTS Bid Opportunity page and the Electronic State Business Daily (ESBD) website no later than 07/25/2017, 5:00 p.m., local time.

A copy of this proposal is posted at and may be downloaded from either the UNTS Bid Opportunity page or the ESBD website.

Check below if preference is claimed under TAC, Title 34, as amended.
☐ Supplies, materials, or equipment produced in Texas/offered by Texas bidders
☐ Agricultural products produced or grown in Texas
☐ Agricultural products and services offered by TX bidders
☐ USA produced supplies, materials, or equipment
☐ Products of persons with mental or physical disabilities
☐ Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
☐ Energy efficient products
☐ Rubberized asphalt paving material
☐ Recycled motor oil and lubricants
☐ Products produced at facilities located on formally contaminated property
☐ Products and services from economically depressed or blighted areas
☐ Vendors that meet or exceed air quality standards

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

In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

Are you a certified HUB? (circle one) YES ☐ NO ☐

If yes, please indicate the organization issuing your certification, and include a copy of your certificate. Please also indicate ethnicity and gender.
☐ Texas Comptroller of Public Accounts ☐ NCTRCA
☐ MBDC ☐ Other____________________ Gender __________________

Ethnicity____________________ Gender __________________

Submitted proposals must be signed and ALL attached files must be printed and returned with proposal package. Proposal package must include clearly marked original and one (1) CD/DVD or flash/thumb drive and in the proper format. The HUB Subcontracting Plan must be submitted in its own separate, sealed and marked envelope. Incomplete and/or unsigned proposals will be disqualified. Sealed proposals should be received NO LATER THAN the specified due date and time. UNTS reserves the right to accept late proposals. However, proposals received after opening deadline will not be accepted. Clearly mark the RFP number, opening date, and responding firm name and return address on the outside envelope. All proposals and HUB subcontracting plan must be submitted in a sealed master envelope.

RESPONDENT MUST FILL IN AND SIGN BELOW:
(FAILURE TO SIGN WILL DISQUALIFY PROPOSAL)

COMPANY NAME:_________________________________________
ADDRESS:______________________________________________
CITY, STATE, ZIP:________________________________________
PAYEE ID#:___________________________________________

AUTHORIZE AGENT:_____________________________________
(Print or Type Name)

AUTHORIZED SIGNATURE:________________________________
DATE:__________________________________________________

PHONE NUMBER:________________________________________
FAX NUMBER:___________________________________________
EMAIL ADDRESS:________________________________________

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Appendix IV, *EAD Floor Schematic*  
Appendix V, *Campus Map*  
Appendix VI, *Sample Service Agreement*  
Appendix VII, *HUB Subcontracting Plan*  
Appendix VIII, *Completing the HUB information*
NOTICE—In addition to the items listed below, the terms and conditions of this RFP are included as Attachment A.

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

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

1.0 SCOPE OF WORK
(COMMODITY CODE: 475-49)

In accordance with Education Code 51.9335, the University of North Texas System, subsequently referred to as UNTS, is accepting proposals and intends to enter into an agreement with a successful respondent who specializes in medical instructional aids and training programs, in accordance with the terms and conditions and requirements set forth in this Request for Proposal. The resulting pricing, terms and conditions shall be extended to the University of North Texas (UNT), the University of North Texas Health Science Center (UNTHSC), University of North Texas at Dallas (UNTD) and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

2.0 BACKGROUND

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

UNTHSC Simulation Center provides training and education opportunities simulating patient situations, patient care, and psychomotor skills while in a safe learning environment. Sessions are taped and then used by faculty and students for evaluation and feedback regarding performance and improvement. Additional recordings are done for Interprofessional Education. Requests are received, also, from Family Medicine department and Surgery department to record residents’ activities.

3.0 OVERVIEW

The current audio-video management system in the Simulation Center is seven (7) years old and is functionally deteriorating; project life of this type of system is five (5) years. Portions of audio and video recordings are being lost, including portions of high-stakes Objective Structured Clinical Exam (OSCE) exams. Furthermore, the current system does not allow for use of the technology at remote clinical rotations sites, making it necessary for students to return to the main campus to perform their exams.

4.0 HUB SUBCONTRACTING OPPORTUNITIES AND FORMS

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

IMPORTANT NOTICE:

Only responses with approved HUB Subcontracting Plans will be opened. Failure to return your HUB Subcontracting Plan in a separate sealed envelope will prevent UNTS from opening your
Questions regarding the completion of the HUB Subcontracting Plan should be directed to UNTS’ HUB Specialist at 940-369-5500. Bidders can also refer to Appendix VIII for assistance.

5.0 OBJECTIVES
UNTS seeks to acquire a new system and integrating it with the equipment in the Simulation Center which is located on the 4th floor of the Medical Education and Training Building (MET). New equipment will be added to the MET 2nd floor and to the 6th floor of the Education and Administration Building (EAD). Systems in both the MET and the EAD must interface.

6.0 GOALS
A. Provide updated clinical management audio-video and learning management system in order to record educational activities to use in evaluation of performance and for performance improvement.
B. Assist learners in developing skills and confidence in deliberate-practice clinical performance.
C. Increase patient safety and provision of effective patient care through repeated performance, faculty feedback, and self-reflection.
D. Provide opportunities for medical students to practice and review skills needed for the Comprehensive Osteopathic Medical Licensing Examinations (COMLEX) exams, and for other learners to prepare for licensure exams.
E. Track all activities performed in the Simulation Center.
F. Streamline our Standardized Patient (SP) Program process in order to manage the number of SPs, track activities, schedule availability, and participation.
G. Foster and provide for research opportunities.

7.0 DELIVERABLES
A. Functionality requirements
   1. Audio and video capabilities
   2. Learning management system software with ability to build scenarios and evaluations, scheduling capabilities, SOAP note capabilities, debriefing, Standardized Patient Program management, inventory management, and the ability to produce reports of all aspects of activities.
   3. Customization ability
   4. Portable and mobile equipment with capability to use remotely and in varying positions
   5. Ability to interface with the equipment in the MET and the EAD buildings.
   6. Ability to interface with high-fidelity simulators.

B. Installation Services
   1. Vendor will provide all materials, labor, and transportation required to install equipment and make functional (turnkey).
   2. Vendor will coordinate with Director of Simulation to schedule installation activities.

C. Equipment maintenance/service
   1. Minimum five (5) year service and maintenance
   2. Dedicated 24-hour phone number for service requests
   3. Yearly scheduled maintenance
   4. Minimum four (4) hour response time once service is requested.
   5. Provide loaner equipment (same model) if repairs cannot be completed on-site
   6. Repair work will be performed per an agreed-upon date and/or time that has been coordinated with designated UNTHSC representative.
   7. Vendor is solely responsible for the incurrence of any University Police ticket(s), regardless of the nature of said citation(s).
D. **Software maintenance and/or licenses**
   1. Specify software maintenance terms, duration, and rates/fees.
   2. Specify software license terms, duration, and rates/fees
   3. Describe procedure for updates to system and/or software and frequency.

E. **Professional services**
   1. Dedicated project manager
   2. Assigned representative; must attend quarterly meetings with Director of Simulation
   3. System testing and troubleshooting.
   4. Training, both start-up and on-going; specify method, venue, availability, fees

F. System to be in place and operational, to UNTHSC’s satisfaction, no later than December 31, 2017.

### 8.0 VENDOR MINIMUM REQUIREMENTS

A. Minimum five (5) years’ experience providing audio/video and learning management systems with higher-education or comparable institutions.

B. Minimum five (5) years’ experience with higher-education or comparable institutions providing maintenance service.

### 9.0 BID RESPONSE REQUIREMENTS (Mandatory)

Response must include the following documents or statements:

A. Appendix I, *Equipment List and Pricing Worksheet*, itemized list of proposed equipment, including
   1. Brand name and model #
   2. Included features and technologies
   3. Additional or optional available equipment or features

B. Proposed server room configuration schematic

C. Estimated project timeline

D. Company profile, including partnerships, certifications, expertise, management credentials, staff qualifications, and length of time in business.

E. References (see Section 20.0)

F. Pricing (see Section 12.0)

G. Insurance documentation (see Section 10.D.1-4).

### 10.0 VENDOR RESPONSIBILITIES

A. **Protection of Property:** The Vendor will assume full responsibility for any damage to the University equipment or premises caused by the negligent or intentional acts or omissions of the Vendor’s employees, agents, or officers, ordinary wear and tear excepted.

B. **Safety**

   The successful bidder is to notify the Facilities Manager prior to cutting, drilling, or sawing of any walls, ceilings, or floors.

   For the purposes of the pre-submittal tour, all potential bidders/visitors must wear fully-enclosed-toe shoes in order to tour the facilities.

C. **Installation**

   Refer to Section 7.B., above.

D. **Insurance and Bonding**

   The vendor shall indemnify and hold harmless the University, its officers and employees from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract, or the provision of services under the Contract.
The vendor shall carry insurance in the types and amounts indicated in this section for the duration of the Contract, which shall include items owned by the University in the care, custody and control of Vendor.

It is agreed that the vendor’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by the University arising out of operations under the contract with the University.

Vendor must provide a certificate of insurance to the University showing the following insurance types and limits:

1. **Workers’ Compensation Insurance:**
   The Contractor shall secure and keep in effect such insurance as will protect contractor from claims under all Worker’s Compensation Laws including Occupational Disease as required by the State of Texas.

   Certificates of such insurance shall be filed by the Contractor with the Owner and shall be subject to the Owner’s approval as to carrier and adequacy, prior to commencement of work.

   The Contractor shall ascertain that all Sub-Contractors secure and keep in effect similar insurance covering their employees.

   Workers Compensation at statutory limits and include Employer’s Liability at the following limits:
   a) $500,000 each accident (bodily injury by accident)
   b) $500,000 policy limit (bodily injury by disease)
   c) $500,000 each employee (bodily injury by disease)
   d) Waiver of subrogation for workers’ compensation in favor of UNTS.

2. **Liability Insurance:**
   The Contractor shall maintain and pay for Commercial General Liability Insurance, including Contractual Liability and Automobile Liability Insurance, in a company or companies satisfactory to the Owner, and file with the Owner certificates of such insurance with minimum limits specified below:
   a) **Commercial General Liability**
      UNTS is to be named as an additional insured where its interest may appear and waiver of subrogation in favor of UNTS.
      i. $1,000,000 each occurrence
      ii. $2,000,000 aggregate
   b) **Business Automobile Liability** with UNTS named as an additional insured where its interest may appear and waiver of subrogation in favor of UNTS, with combined single limit of $1,000,000 each occurrence.
   c) **Umbrella Liability Insurance:** $2,000,000 limit.

3. The insurance certificate must:
   a) Show that the Contractual Liability Coverage is applicable to the Agreement, and set forth the address and specific location of the project.
      Address to be established during permit process.
   b) Set forth in full a hold harmless agreement acceptable to the Owner.
   c) Include a provision that the Owner will be given thirty (30) days written notice of cancellation, non-renewal or material changes of insurance coverage.

   Certificates indicating coverage to be enforced shall be filed with the UNTS prior to commencement of work. Furthermore, certificates shall include no disclaimer for failure to notify UNTS and will clearly state, notice of cancellation of policy...
will be given to UNTS in writing. No work shall be performed under this Agreement unless the insurance coverage required hereunder shall be in full force and effect. Failure to give notice will not relieve insurance carrier of responsibility.

4. Vendor shall provide UNTS with proper insurance documentation. Work on the project cannot begin until the documentation is received and approved.

11.0 UNTS’ RESPONSIBILITIES

A. Provide adequate utility work, including any cabling and/or wiring. Any work related to infrastructure must be performed by UNTS.

B. Prior to scheduled installation, UNTS will prepare, repair, and clear area(s)

C. Ensure areas are available and accessible during a previously agreed-upon schedule, per location. This schedule is to be mutually agreed-upon prior to the beginning of any work.

D. Refer to Appendix I, Equipment List and Pricing Worksheet. Line items designated as “client-owned” are provided by UNTS; no bids required.

12.0 PRICING

Respondents are to include, in Excel format, a detailed itemized list of any costs, fees, or any other charges that may be incurred. Quotes shall remain in effect for a period of 12 months from date of award. Reference Appendix I, Equipment List and Pricing Worksheet.

13.0 CONTRACT TERM

13.1 Initial term for services

The initial term of the service agreement is five (5) years, and applies to refer to Section 7.C-7.E. Award is contingent upon successful execution of service contract and issuance of purchase order. Negotiated and/or agreed upon rates, fees, charges, and terms/conditions will remain in force for the duration of the initial term.

13.2 Option to renew

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

13.3 Service agreement

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

Any exceptions or changes to the service agreement is to be noted and returned with proposal response.

Award of contract is contingent upon the successful execution of said service agreement. As such, bidder(s) are notified that no services, work, or activities are authorized until such time and after the issuance of purchase order.

14.0 EVALUATION

As provided by State statute, awards will be based on the proposal most advantageous to UNTS. UNTS reserves the right to reject all proposals that it determines, in its sole judgment, are not in the best interest of the institution.
In evaluating proposals to determine the best value for the State, UNTS may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account’s Vendor Performance Tracking System.

### 14.1 Evaluation criteria

Evaluation consideration will be based on the criteria listed below, as well as terms and conditions of this Request for Proposal. Failure to address each of these criteria may result in the submittal receiving a negative rating or in being considered non-responsive.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Proposal addresses requirements as outlined in Section 7.0, Deliverables</th>
<th>Vendor meets minimum requirements as outlined in Section 8.0, Minimum Requirements</th>
<th>Proposal addresses deliverables as outlined in Section 9.0, Response Requirements</th>
<th>Company background, relevant experience</th>
<th>Pricing, reference Section 12.0</th>
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</table>

### 14.2 Vendor negotiations and/or demonstrations

UNTS, in its sole discretion, may discuss and negotiate all elements of the offers submitted by selected respondents. Invited respondents are afforded equal opportunity for discussion and revision of their offer. Offers that are not included will remain deferred, pending the selection of the successful offer.

UNTS may, at its sole discretion, elect to invite selected respondents to participate in presentations and/or respond to inquiries from the evaluation committee related to their proposals. Any such invitations will be extended in writing.

Also, see Section 19.0, Communications.

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

### 14.3 Best and Final Offer (BAFO)

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

### 14.4 Evaluation committee

Offers will be evaluated by an evaluation committee that will include employees of UNTS and other persons invited by UNTS to participate. The evaluation of offers and the selection of the successful offer will be based on the information provided to UNTS by the respondent in response to this Proposal. The successful respondent will be required to enter into a contract acceptable to UNTS.

### 14.5 Non-disclosure

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

### 15.0 SELECTION PROCESS

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

The selection of the successful offer may be made by UNTS on the basis of the offers initially submitted, without discussion, clarification or modification. Alternately, selection of the successful
offer may be made by UNTS on the basis of negotiation with any of the respondents. Refer to Section 14.2.

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

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

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

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

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>07/10/2017</td>
</tr>
<tr>
<td>Pre-submittal meeting</td>
<td>07/19/2017 @ 10:00 am, local time</td>
</tr>
<tr>
<td>Deadline to submit questions</td>
<td>07/21/2017, 3:00 p.m., local time</td>
</tr>
<tr>
<td>Answers to questions posted</td>
<td>07/25/2017, 5:00 p.m., local time</td>
</tr>
<tr>
<td>Deadline for proposal submission</td>
<td>07/31/2017, 2:00 p.m., local time</td>
</tr>
</tbody>
</table>

17.1 Pre-submittal meeting
Interested bidders are invited and encouraged to attend the pre-submittal walk-through. This is the only opportunity afforded for bidders to view the facilities.

Meeting address: Medical Training & Education Bldg. (MET)
1000 Montgomery St.
Room 420 (4th floor)
Fort Worth, TX  76107

Date/time: 07/19/2017, 10:00 a.m.- noon
Parking: Visitors should check in at the guard house and inform attendant the purpose of visit.

Campus map [UNTHSC Campus Map](https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities) on the map provided as Appendix V.

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

17.3 Questions
Questions concerning this Proposal are to be submitted using the electronic [Bid Inquiry form](https://www.untsystem.edu/bid-inquiry).

All questions must be received no later than 07/21/2017, 3:00 p.m., local time. All questions and answers will be posted to the websites by 5:00 p.m., local time, 07/25/2017.
UNTS may, in its sole discretion, respond in writing to questions concerning this Proposal. Only UNTS’ responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNTS Bid Opportunities page, as well as the ESBD website. Oral or other written interpretations or clarifications shall be without legal effect.

It is the bidder’s responsibility to check for subsequent postings on either of the aforementioned websites.

18.0 SUBMITTAL DEADLINE AND INSTRUCTIONS

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

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

Offers must be submitted in writing and placed in a master envelope or container, sealed, and clearly marked on the outside with the responding company’s name, address, the RFP # and name, and the due date.

All required bid documents and one (1) digital file in pdf format* (either as CD/ROM or flash/thumb drive.) are to be placed in a separate envelope, sealed, and clearly marked on the outside with “Bid response documents” and the RFP #. *Except where Excel files are specified.

HUB Sub contracting Plan is to be placed in a second envelope, sealed, and clearly marked on the outside with “HUB Subcontracting Plan” and the RFP#.

Both of these sealed envelopes are to be placed in the master envelope, and delivered to the listed address and no later than the deadline date/time.

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

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

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

Proposals will be received until the date and time established for receipt, then opened. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be available until after contract award.
19.0 COMMUNICATION RESTRICTION
All communications regarding this RFP is restricted to the individual named on Page 1 and in Section 18. Any discussions, questions, clarifications, and/or any other type of communication, regardless of format, between any other UNTS personnel or agent and potential Respondents may result in said Respondent’s being disqualified from consideration. This shall remain in effect from time of bid posting until successful execution of service agreement.

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

Company Name:________________________________________
Person to Contact:_____________________________________
Street Address:________________________________________
City, State, Zip:________________________________________
Area Code and Telephone:_______________________________

Company Name:________________________________________
Person to Contact:_____________________________________
Street Address:________________________________________
City, State, Zip:________________________________________
Area Code and Telephone:_______________________________

Company Name:________________________________________
Person to Contact:_____________________________________
Street Address:________________________________________
City, State, Zip:________________________________________
Area Code and Telephone:_______________________________

-End-
ATTACHMENT A: Terms and Conditions

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

1.1 Response Requirements:
   a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.
   b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
   c. Responses should be submitted on this form. Responses will be time stamped on or before the hour and date specified for the response opening.
   d.Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
   e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
   f. Response prices are to be firm for UNTS acceptance for 180 days from response opening date. "Discount from list" Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
   g. Respondents must give unit prices for each item to be purchased. Respondents may response less than the total number of items. An *All or None* response by Respondent may be rejected at the option of UNT System.
   h. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:
      Enter Federal Employer's Identification Number
      i. Responses cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNTS based on an acceptable written reason.
   i. Purchases made for UNTS use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
   j. UNTS reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNTS.
   l. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.
   m. PROPOSAL FOR RESPONSE— UNTS will not accept proposals from facsimile.
   n. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNTS solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNTS Business Service Center Procurement Services in writing are not binding on either party.
   o. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product requested to be submitted as part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
   p. Unless otherwise specified, items offered shall be new and unused.
   q. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
   r. Samples, when requested, must be furnished free of expense to UNTS. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample must be marked with respondent’s name and address, and requisition number. Do not enclose in or attach offer to sample.
   s. UNTS will not be bound by any oral statement, or representation contrary to the written specifications of this Response.
   t. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.

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

1.3 Delivery:
   a. Show number of days required to place material at UNTS designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
   b. If delay is foreseen, respondent shall give written notice to UNTS. Vendor must keep UNTS advised at all times of status of order. Default in promptness in delivery of goods as ordered may result in rejection of response.
   c. Respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
   d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Service Center Procurement Services.

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

1.5 Award of Contract: A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNTS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against the UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.
   a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
      i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
      ii. The purchase price;
      iii. The reputation of the vendor and of the vendor’s goods or services;
      iv. The quality of the vendor’s goods or services;
      v. The extent to which the goods or services meet UNTS needs;
      vi. The vendor’s past relationship with UNTS and its component institutions;
      vii. The impact on the ability of UNTS to comply with laws and rules relating to historically utilized business;
      viii. The total long-term cost to UNTS of acquiring the vendor’s goods or services;
      ix. And any other relevant factor that a private business entity would consider in selecting a vendor.
b. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.

c. If a “best offer” vendor shows not to be in “good standing” this agency may reject the response and award to the next best response.

d. The UNTS reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whenever UNTS, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of UNTS.

e. Delivery may be a factor in this award.

1.6 Payment Terms: UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the latter of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and

(c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must invoice, not BE IN GOOD STANDING, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: UNTS Business Service Center-Payment Services; 1112 Dallas Dr. Ste. 4000, Denton, TX 76205 or electronically submitted to invoices@untsystem.edu.

a. Payment on any contract will be withheld if Respondent is determined to be more than 30 days delinquent for Child Support.

b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.

c. DISQUALIFICATION: Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed that the solicitation that the UNTS is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for payment in the form of a check or money order, and any required supporting documents must be presented to: UNTS Business Service Center-Payment Services; 1112 Dallas Dr. Ste. 4000, Denton, TX 76205 or electronically submitted to invoices@untsystem.edu.

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

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

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

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

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

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

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

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

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

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

h. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority of the State Auditor’s Office to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will cooperate is included in any subcontract it awards.

i. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive:

Name of State Agency:

Date of separation from State agency:

Position with respondent: Date of employment with respondent:

1.10 Pursuant to Section 231.006 of the Family Code, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

1.11 Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.

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

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

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

iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the UNTS and its component institutions nor any conduct of any representative of the UNTS and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent’s claim is governed by the published Rules adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The Texas Attorney General on behalf of the UNTS for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260,052 of H.B. 826 of the 76th Texas Legislature shall be Michael Abernethy, UNTS Business Support Services Sr. Director of Procurement Services.
iv. Venue and service of process for suits involving UNTS is governed by Section 105.151 of the Texas Education Code.

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

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

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

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

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

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

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

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

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

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

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

-End-
RFP Checklist

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

Check for completion and inclusion:

☐ Page 1 of RFP document filled out and signed, and included in bid package
☐ Attachment A, Terms & Conditions, item 1.h.: Federal Tax ID # provided

Check for required documents and materials, thoroughness, and inclusion:

☐ Response deliverables (Section 9.0)
  ☐ List of proposed equipment (9.0.A.)
  ☐ Proposed server room configuration schematic (9.0.B.)
  ☐ Estimated project timeline (9.0.C.)
  ☐ Company profile (9.0.D.)
☐ Insurance documentation (10.D.1-4)
☐ Pricing worksheet, in Excel format (Section 12.0)
☐ References (Section 20.0)
☐ Exceptions noted, if any, to terms and conditions (refer to NOTICE at top of page 3)
☐ Exceptions noted, if any, to sample service contract (Appendix VI)
☐ One digital media (CD/ROM or flash-drive) containing all required documents listed above, in pdf format (except where noted) is included.

Place required bid documents and flash-drive/CD in an appropriate sealed envelope or container. This must be clearly marked with the words “Bid Response documents” on the outside.

Place completed HUB Subcontracting Plan in separate sealed envelope. This must be clearly marked with the words “HUB Subcontracting Plan” on the outside.

Place both sealed envelopes in a master envelope or container. This master envelope or container must be sealed and clearly marked on the outside with the following:

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

Deliver sealed master envelope or container to the address listed and no later than the deadline stated on Page 1 of the RFP document.