REQUEST FOR PROPOSAL

RFP No.: RFP773-18-7126-JR
Title: Bar Exam Readiness

Proposal Submittal Deadline: March 5, 2018 2:00pm, local time

Prepared By:
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University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Date Issued: February 12, 2018
REQUEST FOR PROPOSAL

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ATTACHMENTS (as separate files)

Attachment A: Pricing Worksheet

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SECTION 1: INTRODUCTION

1.1 UNTS System Description
The University of North Texas System (UNTS) is seeking proposals for Educational and Examination Testing Services. 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
The UNT Dallas College of Law matriculated its first class in August 2014. With an emphasis on providing an affordable legal education to students who might not otherwise have the opportunity to attend law school. UNT Dallas College of Law committed itself to taking the steps to ensure that all students are provided the tools necessary for individual success in law school, on the bar exam and as practicing attorneys. The Office of Academic Success and Bar Readiness is a key component in ensuring student success. Presently, all courses at the College of Law use multiple assessments, both formative and summative, and the College of Law ties these assessments to learning outcomes. Thus, the College of Law has the opportunity to use student-learning data in addition to the final course grades or even midterm grades to help predict student success.

The College of Law seeks to improve the Bar Readiness Program that is in place. Therefore, the College of Law will consider adding any bar readiness tools, assessments, and programming that bar review companies might provide that will enhance our current Bar Readiness Program.

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 PROPOSERS

2.1 Submittal Deadline
UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time on March 5, 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 16, 2018. It is UNTS’ 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 advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.
2.3 Criteria for Selection
The successful Proposer(s), if any, will be the Proposer(s) who submit a response to this RFP on or before the Submittal Deadline and whose response is the best value UNTS, taking into consideration the evaluation criteria contained herein. Selection by UNTS will be in accordance with the requirements and specifications set forth in this RFP. The successful Proposer(s) is/are referred to as the "Contractor". UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of the University, with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the Services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address 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 Demonstrated experience and expertise in preparing students for the Texas Bar Exam
2.3.2 Service commitment and plan-total number of in-person hours, breadth and depth of support
2.3.3 Assessment Methods-breadth and depth planned assessments
2.3.4 Reports during bar review – Breadth and depth of reports
2.3.5 Semester-long comprehensive class – Strategy and depth of class
2.3.6 Additional resources at no cost – Based on the resources provided
2.3.7 Additional resources at cost – Effectiveness of additional resources
2.3.8 Financial Proposal – Total Cost
2.3.9 References

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
Issuance of RFP February 12, 2018
Deadline for Questions/Concerns February 16, 2018
(Ref. Section 2.2 of this RFP)
Questions/Answers Posted February 20, 2018
Submittal Deadline March 5, 2018 2:00pm, local time
(Ref. Section 2.1 of this RFP)

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, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of $100,000 or more shall, before agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.
UNTS has determined that subcontracting opportunities ☐ are probable ☒ are not probable under the contract.

As such, a HUB Subcontracting Plan is not required.

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 response 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 the RFP number.

3.2 Submittal
Proposals must be received by UNTS on or before the Submittal Deadline (ref. Section 2.1 of this RFP) and should be delivered to:

University of North Texas System
Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, TX 76205

Proposals must be typed on letter-size (8.5” x 11”) paper. Sections within the proposal are to be tabbed for ease of reference. Pre-printed material(s), if included, should be referenced in the proposal and included as labeled attachments.

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

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. Award is contingent upon the successful execution of agreement.

3.5 Submittal Checklist
Proposer is to complete, sign, and return the following documents as a part of its proposal. Failure to return each of these items with the proposal may result in rejection of the proposal.

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

SECTION 4: GENERAL TERMS AND CONDITIONS

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 (refer to Attachment B).

4.1 Term
UNTS intends that the term of the contract resulting from this RFP shall be for four (4) years with options to extend for four (4) additional years in one (1) year increments. Options to extend are by mutual consent and in writing. Either party may terminate after year one without penalty by giving at least one-hundred-eighty (180) days’ notice to the other party.

4.2 Exceptions
Any exceptions to the terms in either our standard purchase order terms and conditions or those included in the sample agreement should be clearly stated and included in a separate section of the Proposer’s response and marked “exceptions”. Proposers are advised that should UNTS not accept a stated exception may result in the disqualification of the proposal.

SECTION 5: SCOPE OF SERVICES

5.1 Vendor Minimum Requirements
5.1.1 Seven (7) years experience in the bar review and preparation industry
5.1.2 Provide proof of passing rate of 70% or above average for Texas Bar Exam, using the bar review program over the previous five (5) years
5.1.3 Must currently be providing specific skills-based training in areas such as reading comprehension, rule synthesis, issue spotting and legal analysis in the form of licensed workshops and licensed for-credit courses.
5.1.4 Demonstrated experience and expertise in preparing students for the Texas Bar exam.

5.2 Specifications/Deliverables
5.2.1 Provide specific bar review instruction in the MBE, MPT, Procedure and Evidence, and the Texas essays portion of the Texas Bar Exam.
5.2.2 Provide appropriate diagnostic bar assessment for students in the form of knowledge-based multiple-choice questions, as well application-based multiple-choice questions, and essay questions to be utilized in workshops and as needed by the Office of Academic Success and Bar Readiness.
5.2.3 Provide question banks, online lectures and outlines to students that will review doctrinal subjects.
5.2.4 Provide materials and curriculum for a combined MBE/MPT course.
5.2.5 Provide materials and curriculum for a combined Essay/MPT II course.
5.2.6 Provide materials for a Procedure and Evidence focuses class, with reinforcement of essay, MBE and MPT test-taking skills
5.2.7 On-site support for students, in the form of a physical presence on campus, at least once per semester.
5.2.8 Response time within twenty-four (24) hours after communication(s) from UNT Dallas College of Law administrator(s) or designated representative(s).
5.2.9 Provide all summary reports within two (2) weeks of completion of project.

5.2.10 Response must include the following:

5.2.10.1 Detailed description of service commitment, including total number of in-person hours, breadth and depth of support, and the number and length of planned sessions, both in-person and otherwise, including titles and descriptions.

5.2.10.2 Detailed description of assessment methods, including breadth and depth and description of planned assessments. Descriptions should include the criteria to be assessed and a comparison of said criteria to recognized Texas Bar exam skills and knowledge.

5.2.10.3 Detailed description regarding the breadth and depth of reports during bar review, including the vendor’s ability to provide reports with respect to student attendance at classroom lectures, whether students have listened to online substantive bar preparation lectures, whether students are completing assignments on time, and identification of students that could be classified as at-risk.

5.2.10.4 Detailed description outlining a semester-long comprehensive class that develops skills for taking the MBE, MPT, Essays, and Procedures and Evidence exams. Description is to include strategy and depth of class.

5.2.10.5 List and describe any resources available to the College of Law and/or students (refer to Attachment A):

5.2.10.5.1 no-cost resources

5.2.10.5.2 at-cost resources

5.2.11 Provide a minimum of three (3) verifiable references, including company name, contact name and phone number, and number of years doing business with the organization. Supplied referrals should be from institutions of commiserate size or larger.

5.3 Pricing/Fees

Refer to Attachment A.

Respondents are to submit an itemized four (4) year price proposal, listing any and all fees and expenses, including implementation costs and annual fees.

The initial class covered in the price proposal will be the entering class of Fall 2018, and ultimately include all UNT Dallas College of Law students. As subsequent classes enroll, the number of students included in this proposal will increase until all students are included. The proposed cost structure should take into consideration the increasing duties that will correspond with the addition of entering classes.

Estimated number of total enrolled students for each academic year is as follows. It is estimated that approximately 120 new students will enter the program each academic year, on average. The estimated numbers below is for planning purposes only, and does not imply or otherwise guarantee a number of participants at any point in time.

Complete, initial, and return Attachment B, Pricing Worksheet with the bid response. This document is to remain in Excel format when saved digitally to the required USB flash drive.

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose

UNTS is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by UNTS.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.
1.2 Inquiries and Interpretations
UNTSMay 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 UNTS’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 Service Agreement

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

UNTSMay make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification
or modification. In the alternative, UNTS 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.

UNTSS 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
UNTSS.
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.

UNT 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 **Submission**

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

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

Upon Proposer’s request and at Proposer’s expense, 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.

UNT 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
2.2
By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Business and Commerce Code, or the Federal antitrust laws, nor is anything 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.

Section 2: Execution of Offer

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

2.1 By signature hereon, Proposer represents and warrants the following:
2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between 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:

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(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)
Section 3: Proposer’s General Questionnaire

**NOTICE:** WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer Profile**

*Company’s Legal Name:*

*Address of principal place of business:*

*Address of office that would be providing service under the Agreement:*

*Number of years in Business:*

*State of incorporation:*

*Number of Employees:*

*Annual Revenues Volume:*

*Name of Parent Corporation, if any:*

*Are you a certified Historically Underutilized Business (HUB)?* (circle one) YES NO

If “Yes”, please indicate the issuing authority and include a copy of your certificate in your bid response package.

*This area left intentionally blank*
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: Only initial the blanks for the addendum that apply. For example, if there was only 1 Addendum, initial just the first blank after No. 1, not all 5 blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer:  _______________________________________________________
           (Company Name)
By:  _______________________________________________________
     (Name, print or type)
     (Title)
     (Date)
     _______________________________________________________
     Signature (authorized signature)

-END-