REQUEST FOR PROPOSAL

RFP No.: 763-18-127175-WR
Title: Patient Experience Survey

Proposal Submittal Deadline: February 7, 2018, 2:00 pm, local time

Prepared By:
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Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

Date Issued: January 4, 2018
REQUEST FOR PROPOSAL

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ATTACHMENTS (as separate files)

1. Sample Service Agreement
SECTION 1: INTRODUCTION

1.1 UNTS System Description
University of North Texas System (UNTS) is seeking proposals for Patient Experience Survey 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 University of North Texas Health Science Center desires to contract with a firm that will measure patient experience and help create solutions to impact patient experience and operational processes, inspire staff's behavioral change, and implement service recovery in real time. Located in Fort Worth, Texas, UNT Health Science Center is one of the nation’s premier graduate academic medical centers, with five schools that specialize in patient-centered education, research and health care.

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

SECTION 2: NOTICE TO PROPOSER

2.1 Submittal Deadline
UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time on February 7, 2018 (the “Submittal Deadline”).

2.2 UNTS Contact Person
Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact (“UNTS Contact”): Wendy Rounsley, Senior Buyer

All interested parties are instructed 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.

UNTNS Contact must receive all questions or concerns no later than 5:00 PM local time on January 17, 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 received will be posted on January 22, 2018 no later than 5:00 pm local time 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. Proposers are advised strongly to review this page at least four (4) business days prior to the Submittal Deadline, or earlier, to ensure that all applicable addenda has been received.
2.3 Criteria for Selection
The successful Proposer(s), if any, will be the Proposer(s) who submits a proposal in response to this RFP on or before the Submittal Deadline and that is most advantageous to UNTS. Selection by the University will be in accordance with the requirements and specifications set forth in this RFP, taking into consideration the evaluation criteria contained herein. The successful Proposer(s) is/are referred to as the “Contractor”. UNTS reserves the right to make a single award or multiple awards from this solicitation, whatever is in the best interest of the University, with UNTS being the sole judge thereof.

Proposers are 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 The University in a contract for services.

An evaluation team from UNTS will evaluate qualified proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer(s) in its proposal. Proposer(s) should address, within the response, each of the criteria listed in this section. Failure to respond to these criteria may result in proposal receiving a negative rating or considered non-responsive. Note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to the University, as described in this section.

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

- Financial Considerations including all fees that will be charged for this service
- Qualifications and makeup of project team
- Project Management methodology
- References from at least three (3) similar institutions where the services contained herein have been conducted in the last five (5) years
- Quality and thoroughness of Proposal
- Hospital Consumer Assessment of Healthcare Providers and Systems (HCAHPS) reportable questions and measures

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

2.4 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>January 4, 2018</td>
</tr>
<tr>
<td>Pre-Submittal Conference</td>
<td>N/A</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns</td>
<td>January 17, 2018</td>
</tr>
<tr>
<td>Response to Questions/Concerns</td>
<td>January 22, 2018</td>
</tr>
<tr>
<td>Submittal Deadline</td>
<td>February 7, 2018</td>
</tr>
</tbody>
</table>

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.
2.5 Historically Underutilized Businesses
In accordance with Texas Gov’t Code §2161.252 and Texas Administrative Code §20.14, UNTS has determined that subcontracting opportunities are not probable under the contract. Accordingly, a 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 proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

For submission of competitive solicitation responses, UNTS does not consider electronic signatures to be valid therefore the original signature must be a “wet signature.”

In addition to the original proposal, Proposer must submit one (1) complete copy of the entire proposal electronically on a USB flash drive. The drive must have a protective cover and be labeled with Proposer’s name and RFP number.

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

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

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

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

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 twenty (120) 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 attached Sample Service Agreement (refer to Attachment 1), Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. Section 5 of this RFP). 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)
3.5 **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 as part of 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](https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf). Additionally, attached is a sample University of North Texas System Services Agreement. If a proposer takes exception to any of these terms and conditions in either our standard purchase order terms and conditions or those included in the sample agreement, those exceptions should be stated and located in a separate section of the proposal marked “Exceptions.” Proposers are advised that should UNTS not accept a stated exception it may result in disqualification of your proposal.

4.1 **Term**

UNTS intends that the term of the contract resulting from this RFP shall be for the conduct of the initial survey including the acceptable results to UNTS Health Science Center leadership then retained as a consultant for this service for one (1) year thereafter with options to extend for three (3) additional one (1) year increments and by mutual consent. Award is contingent upon the successful execution of the service agreement. Either party may terminate after year one without penalty by giving at least ninety (90) days’ notice to the other party.

**SECTION 5: SCOPE OF SERVICES**

5.1 **Vendor Minimum Requirements**

The University of North Texas Health Science Center is seeking to engage a qualified firm to implement a survey tool that will educate and develop resources for staff. This tool should provide real time feedback while providing consultation on workforce engagement, practicing excellence, care transitions, CAHPS, star reputations, and reputation monitoring. Vendors responding to this RFP shall provide evidence of or statements regarding the following:

5.1.1 Qualifications, including bios of those individuals who will form the project team for this engagement. The awarded firm is expected to have an assigned service representative for this account who shall be available during business hours. Please highlight the credentials of the assigned individual.
5.1.2 Outline the project completion methodology, including major milestones to conducting this survey; and reporting methodology, including sample reports as well as feedback, and project follow-up.
5.1.3 References from at least three similar institutions in the last five (5) years. Response should include a contact name, phone number, and email address.
5.1.4 Vendor must be identified by CMS as possessing all of the requirements to be designated as an approved HHCAHPS survey Vendor.
5.1.5 Confidentiality agreements.
5.1.6 Evidence of physical and electronic data security.

5.2 **Specifications/Deliverables**

5.2.1 Implementation of a survey tool to gather data regarding patient experiences/satisfaction. A report of the survey results is to be sent to the UNTS Health Science Center no later than the fifth day of each following month. A project team should be prepared to accompany UNTS Health Science Center leadership on any reporting. The leadership shall give to the UNTS Board of Regents or other leadership as required.
5.2.2 Provide ongoing services effectively and efficiently for the duration of the CMS rule while under contract. Safeguarding Patient Data, including -
  5.2.2.1 Ensuring security of confidential data
  5.2.2.2 Limiting access to confidential data to authorized staff only
  5.2.2.3 Developing procedures to identify and handle security breaches of confidential data

5.2.3 Provide unlimited real-time access to all HHCAHPS data

5.2.4 Develop electronic reports and provide unlimited real-time access same to assist in the review and analysis of data.

5.2.5 Meet or exceed the most current acceptable rate of completed surveys established by CMS or industry standards for all surveys, whether by mail, telephone, or a mix-mode of mail with telephone follow-up.

5.2.6 Provide Department with the quarterly reports of survey results

5.2.7 Schedule of required deliverables:
  5.2.7.1 Daily – Provide unlimited access to real time HHCAHPS survey data and reports.
  5.2.7.2 Every 30 days – Obtain and prepare patient contact information for conducting the survey.
  5.2.7.3 Monthly – Conduct the HHCAHPS survey.
  5.2.7.4 Quarterly – Provide reports of survey results.
  5.2.7.5 Quarterly – Meet CMS’ data submission deadlines.

5.2.8 Customer Service –

  Have an established customer service program or procedure. An important ingredient of the customer service program or procedure is to include prompt and courteous treatment of patients, as well as prompt and courteous responses to staff inquiries and requests; reference checks may be used to verify. Vendor shall provide timely, efficient and effective customer service in processing surveys and when addressing inquiries and requests within a 4 hour response time. Customer Services shall be available 8:00 a.m. – 5:00 p.m. Central Time, except on State and Vendor-observed holidays and other pre-notification occasions. Web-based access and/or a toll-free telephone number is to be available for customer service.

5.3 Pricing/Fees

Provide an itemized schedule of any and all fees, including travel expenses, that may be accessed in the completion of this project.

-END-

APPENDIX ONE

SECTION 1: AFFIRMATIONS AND CONFIRMATIONS

1.1 Purpose

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

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

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by 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
**1.3 Public Information**

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

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

**1.4 Type of Agreement**

(See attached sample UNTS Services Agreement)

**1.5 Proposal Evaluation Process**

UNTS will select Contractor by using the competitive sealed proposal process described in this section.

UNTS may 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.

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

**1.6 Proposer's Acceptance of Evaluation Methodology**

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

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

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

**1.8 Proposal Requirements and General Instructions**

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

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

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

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.
Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria.

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

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

1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.9 Execution of Offer
Proposer must complete, sign and return the attached Execution of Offer (ref. Section 2 of APPENDIX ONE) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by UNTS, in its sole discretion.

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

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

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to UNTS, and the time period within which Proposer proposes to be able to complete each such phase.

1.11 Proposer's General Questionnaire
Proposals must include responses to the questions in Section 3 of Appendix 1. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

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

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

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

Upon Proposer's request and at Proposer's expense, UNTS will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. UNTS will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

UNTS will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without UNTS's consent, which will be based on Proposer's submission of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Section 2 of APPENDIX ONE) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on UNTS that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is
not contingent upon UNTS's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.14 Page Size, Binders, and Dividers
Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.15 Table of Contents
Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.16 Pagination
All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

SECTION 2: EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S 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.
   22.1.10 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.
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.

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.

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."

By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of 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.

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

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.

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.

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.

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.

Proposer should complete the following information:

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

If Proposer is a Corporation, then Proposer’s Corporate Charter Number: __________________

RFP No.: ____________________, Title: _______________________________________

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

Submitted and Certified By:

(Proposer Institution’s Name)
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”, include a copy of your certificate, and indicate the issuing authority ________________________
SECTION 4: ADDENDA CHECKLIST

Proposal of: ___________________________ (Company Name)

To: The University of North Texas System

Ref.: ___________________________ (RFP Name)

_________________________ (RFP No.)

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the named RFP. (Initial, as applicable).

Note: If there was only one addendum, initial just the blank beside “No. 1”, not all 5 blanks. Initial only the blanks that apply.

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

Signed by: ___________________________ (Authorized Signature)

Name: ___________________________ (print or type)

Title: ___________________________ (print or type)

Date: ___________________________ (print or type)

-END-