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 submission will not be accepted for this RFP.

If there are any questions regarding this RFP, please submit those using the Bid Inquiry form (https://www.untsystem.edu/bid-inquiry). All questions must be received no later than 10/12/17, 5:00 pm, local time. All questions and answers will be posted to both the UNTS BSC Bid Opportunity page and the Electronic State Daily Business (ESBD) by 5:00 pm local time, 10/16/17.

UNTS does not accept electronic bid submittals, including fax or email.

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 Texas 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 __________________________

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 I: Pricing Worksheet
Appendix II: Sample Service Agreement
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 STATEMENT OF WORK
(COMMODITY CODE: 966-76)
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 printing services, to include newspaper printing and distribution, 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.

UNTS seeks a provider capable of the printing and distributing of various publications on a weekly, bi-monthly, and monthly basis. Broadsheet only or broadsheet with tabloid inserts are to be distributed to approximately 90 locations, 80 of which are on the Denton campus proper and 10 in the community in zip codes 76201, 76203, 76205, 76209. Weekly editions are published and distributed on Thursday during the regular semesters (spring and fall); bi-monthly during the summer semester, on the 1st and 3rd Thursday of the month; and monthly special editions. Digital uploads will be provided to vendor on the preceding Wednesday, no later than midnight. Typical press runs range between 4,000-8,000. Variations in print quality and consistency must remain within industry ranges, particularly on high-volume press runs.

Playbill publications could vary between four (4) to nine (9) times per year, with a distribution between 300-1000. Delivery is to be made to the UNTS Denton campus.

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, The University of Texas Dallas College of Law, and the flagship University of North Texas in Denton.

Since 1916, North Texas Daily student newspaper provides news and information to the students, faculty, and staff on the Denton campus. For more than 100 years, it has been the only on-going record of happenings on the campus. Broadsheet newspapers are published weekly, as well, as special publications throughout the year. These are hyper-local, specific, and targeted to students at the UNT Denton campus.
3.0 OVERVIEW
North Texas Daily is a student-produced weekly news publication. Additional special publications are created throughout the year and are specific to the happenings around campus. The student-staff receives real-world experience managing all aspects of the publication and in various roles, such as editors, writers, designers, and marketing consultants.

4.0 SPECIFICATIONS
A. Weekly newspaper
   1. Materials and finishing
      a. stock: 35# hi-brite 80 newsprint; samples requested
      b. eco-friendly inks, recycled and recyclable, all natural
      c. full-color (4C)
      e. Broadsheet size: 6 column x 21” tall
      f. Tabloid size: 5 column x 12” tall; inserted into broadsheet at same pressrun, when required
      g. bundled in quantities of 25
   2. Distribution
      a. weekly distribution quantity ranging from 4,000 to 8,000 copies
      b. 80 campus drops; 10 community drops in zip codes 76201, 76203, 76205, 76209. Specific drop locations provided upon award.
      e. All campus drops must be completed no later than 8 a.m. each Thursday morning from the previous night’s pressrun.
      d. Off-campus drops must be completed no later than 9 a.m. each Thursday morning from the previous night’s pressrun.
      e. Newsstands are owned by North Texas Daily. General maintenance and cleaning is to be provided by courier.
      f. Weekly return report is required by 10:00 p.m. each Thursday after delivery, and must be emailed to designated agent.
      g. Tabloid publication schedule remaining for FY18: 11/9/17, 12/7/17, 1/8/18, 2/1/18, 3/1/18, 5/3/18, 6/7/18, 8/23/18; total=8; typical fiscal year distribution is 10 issues.

B. Playbills
   5.5x8.5 finished size
   1. Materials and finishing
      a. cover stock: 80# gloss BK, samples requested
      b. text stock: 50# white offset, samples requested
      c. cover ink: 4C, full bleed
      d. text ink: K/K, no bleed
      e. 4C capability
      f. saddle stitch @ 8.5
   2. Distribution
      a. quantity ranges from 300-1000 (maximum) each run
      b. carton packed
      c. remaining FY18 schedule: 11/7/17, 2/6/18, 6/6/18, 4/24/18; total=4; typical fiscal year distribution is 5 issues.
      d. deliver to designated campus location no later than 5:00 p.m. on date scheduled
C. **Quality Control**
   1. Variations of print must be within the industry standard.
   2. UNTS personnel will conduct random quality checks at various distribution locations. UNTS will determine, at its own discretion, the acceptability of product or distribution.
   3. **Remediation**
      In the event UNTS judges either the product or the distribution to be below expectations, UNTS personnel will notify vendor, in writing, of the discrepancy(ies).

      Any noted printing errors must be corrected and issues re-distributed within 24 hours of notification. Any noted errors in distribution must be corrected within 24 hours of notification.

      Failure to provide cure for any noted discrepancies within the required time, or recurrent or excessive errors may result in the termination of the agreement.

5.0 **VENDOR MINIMUM REQUIREMENTS/QUALIFICATIONS**
   A. Experience working with a university student-run newspaper.
   B. Ability to provide consistent and timely delivery to all locations within areas indicated in Section 4.2.A.
   C. Ability to produce newspaper, broadsheet publications, tabloid newsprint publications, and/or playbill saddle-stitched publications.
   D. Capable of full-color press runs.

6.0 **RESPONSE DELIVERABLES (Mandatory)**
   All responses must include the following documents or statements:
   A. List of equipment owned and maintained by vendor, including brand and model numbers.
   B. Description of contingency plan in the event of equipment failure.
   C. Description of delivery method and proposed route.
   D. Statement of company qualifications.
   E. Description of previous experience with university student-run newspapers.
   F. References (refer to Section 16.0)
   G. Pricing (refer to Section 8.0)
   H. Include samples of paper stock. Refer to Section 4A and 4B.
   I. Include sample(s) of similar materials previously printed by company.

7.0 **UNTS’ RESPONSIBILITIES**
   A. For weekly newspaper publications, UNTS will electronically deliver to vendor the digital upload no later than midnight each Wednesday night for Thursday’s run.
   B. Provide one point of contact, to be named later, to serve as liaison with vendor.
   C. Notify vendor of any discrepancies in print or distribution within 24 hours of press run.

8.0 **PRICING**
   Respondents are to complete and return, in Excel format, Appendix I, *Pricing Worksheet*. A detailed and itemized list of any costs, fees, or any other charges that may be incurred are to be included. Bidders can add lines to this form, as needed.
9.0 CONTRACT TERM
The initial term will begin upon successfully executed service agreement and subsequent issuance of purchase order. Negotiated and/or agreed-upon rates, fees, charges, and terms/conditions will remain in force from the date of signed contract and henceforth for 12 consecutive months.

UNTS reserves the right to renew the contract, for up to three (3) 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.

A. Service Agreement: The successful bidder(s) will be required to enter into a service agreement with UNTS. Refer to Appendix II, 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 standard agreement is to be noted and returned with bid 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.

10.0 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.

10.1 Evaluation criteria
Evaluation consideration will be based on the proposed timeline, quality, general reputation, references, suitability of items for the intended use, as well as conformity to specifications, requirements, and terms and conditions of this Request for Proposal. Failure to respond to the evaluation criteria could result in the proposal’s being considered non-responsive, or in a negative evaluation for the respective criteria.

<table>
<thead>
<tr>
<th>Criteria</th>
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<tbody>
<tr>
<td>Proposal meets requirements as outlined in Section 4.0, Specifications</td>
<td></td>
</tr>
<tr>
<td>Proposal includes response to capabilities listed in Section 5.0, Minimum Qualifications</td>
<td></td>
</tr>
<tr>
<td>Proposal addresses deliverables as outlined in Section 6.0, Response Deliverables</td>
<td></td>
</tr>
<tr>
<td>Relevant experience and capacity</td>
<td></td>
</tr>
<tr>
<td>References</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td></td>
</tr>
</tbody>
</table>
10.2 Vendor negotiations and/or demonstrations
UNTS, in its sole discretion, may discuss and negotiate all elements of the offers submitted by any or all respondents. 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. Any costs incurred by bidders for demonstrations are considered a cost of doing business, and UNTS assumes no financial obligation.

Also, see Section 15.0, Communications.

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

10.3 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.

10.4 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. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to UNTS. The successful respondent will be required to enter into a contract acceptable to UNTS. Final award is contingent upon the successful execution of Service Agreement (refer to Appendix II).

10.5 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.

11.0 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 10.2.

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.

12.0 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.

13.0 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>10/5/2017</td>
</tr>
<tr>
<td>Deadline to submit questions</td>
<td>10/12/17, 5:00 p.m., local time</td>
</tr>
<tr>
<td>Answers to questions posted</td>
<td>10/16/2017, 5:00 p.m., local time</td>
</tr>
<tr>
<td>Deadline for proposal submission</td>
<td>10/23/2017, 2:00 p.m., local time</td>
</tr>
</tbody>
</table>

13.1 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 as an Addendum on the UNTS Bid Opportunity page (https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities) and the Texas State Bid Daily (esbd.cpa.state.tx.us) website.

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

All questions must be received no later than 10/12/17, 5:00 p.m. local time. All questions and answers will be posted to the websites by 5:00 pm local time, 10/16/17.

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 websites listed in 16.1. Oral or other written interpretations or clarifications shall be without legal effect.

14.0 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. Respondent must also include one (1) digital file, either as CD/ROM or flash/thumb drive, in pdf format*. All required bid deliverables and/or materials and digital media are to be placed in a separate envelope or appropriate container and sealed. The outside of this envelope must clearly identify the responding company’s name and return address, as well as the RFP number and title. *Except where Excel files are specified.

Failure to include all requested and required 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.

15.0 COMMUNICATION RESTRICTION
All communications regarding this RFP is restricted to the individual named on Page 1 and in Section 14. 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 execution of service agreement and issuance of purchase order.

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

Company Name:______________________________________________________________

Person to Contact:________________________________________________________________

Street Address:_________________________________________________________________

City, State, Zip:_________________________________________________________________

Area Code and Telephone:_________________________________________________________
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 in “Discount from list” will not be accepted. “No discount” Responses will be accepted at a lower price if evidence is shown of their accuracy.
   g. Respondents must give unit prices for each item to be purchased. Respondents may respond 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
      Respondent's Name:
      Payee ID Number:
      Full Firm Name:
      Address of Respondent:
   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.
   j. 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.
   k. 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. FACSIMILE RESPONSE—UNT S will not accept responses via 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 offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand name(s), 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 should 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 promised delivery (within accepted reasons) or failure to meet the low response. All cash discounts offered will be taken if earned.
   c. 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: 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 under 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, whichever 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 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).

c. DISQUALIFICATION: Response is subject to disqualification if respondent provides disreputable and/or exclusions to the terms and conditions listed in this solicitation that the UNTS is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined or in allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

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 Affirmation: Signing this response with a false statement is a material breach of contract and shall void the submitted response.

a. The respondent has not given, offered to give, or 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 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 other person engaged in such line of business.

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, respondant 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 UNTS Business Support Services Sr. Director of Procurement Services. Said notice shall be processed in accordance with Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice of the dispute to the vendor.

ii. 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 of the dispute to the vendor.

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 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 designated individual responsible 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.

d. **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 UNTS System for some other reason through no fault of the vendor, the vendor will be notified. 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.

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 (CBSL) for Historically Underutilized Businesses (HUB). The CBSL is located at: http://www.window.state.tx.us/procurement/. Non-HUB respondents are identified from various sources including the CBSL.

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.

1.14 **Important Notice**: Any purchase order 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 provisions 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.epls.gov.
RFP Response Checklist

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

**Check for completion:**

- [ ] Page 1 of RFP document filled out and **signed**
- [ ] Attachment A, Terms & Conditions, item 1.h.: Federal Tax ID # provided

**Check for required documents and materials:**

- [ ] Required materials, documents, and/or statements
  - List of equipment (6.A.)
  - Contingency plan (6.B.)
  - Description of delivery method and route (6.C.)
  - Company qualifications (6.D.)
  - Statement of previous experience (6.E.)
  - References (6.F.)
  - Pricing worksheet, **in Excel format** (8.0)
  - Samples (6.H. and 6.I.)
  - Any exceptions or comments to UNTS’ standard terms and conditions or service agreement, if applicable.

- [ ] One digital media (CD/ROM or flash-drive) containing all required documents listed above, in pdf format (except where noted)

Place documents and flash-drive/CD in an appropriate envelope or container, **per instructions in Section 14.0.** 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 to the address listed and no later than the deadline stated on Page 1 of the RFP document.