

Request for Proposal (RFP)



Request for Proposal Number:
769-22-100121MW

Request for Proposal Title:
UNTS Bulk Fuel

Proposal Submittal Deadline:
November 8, 2021

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SECTION 1

GENERAL INFORMATION

1.1 Introduction

University of North Texas System (“UNTS”) is seeking competitive responses to a Request for Proposal (“RFP”) for the purchase of bulk unleaded and diesel fuel (NIGP commodity code 405-15). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by UNTS. Additional information may be made available by written request to the point of contact identified.

1.2 Primary Contact

Marina Williams
 Marina.Williams@untsystems.net
 Procurement Office
 University of North Texas System
 1112 Dallas Drive, Suite 4000
 Denton, Texas 76205

1.3 Event Information

1.3.1 Schedule of Events

UNTS intends to follow the timeline below for evaluating, negotiating, and issuing a contract:

Schedule of Events			
Event	Date	Time	Notes
Distribution of RFP	10/11/21	2:00 PM Central	
Pre-Proposal Conference	10/18/21	2:00 PM Central	
Deadline for Submission of Written Questions	10/25/21	2:00 PM Central	
Deadline to Post Responses to Proposer Questions	11/1/21	2:00 PM Central	
Proposal Due Date	11/8/21	2:00 PM Central	
HUB Subcontracting Plan Due Date <i>(If required, see Paragraph 2.5)</i>	11/8/21	2:00 PM Central	
Tentative Award Recommendation	December 2021		

* All dates are tentative and subject to change.

1.3.2 Solicitation Conference

1.3.2.1 A Pre-proposal conference will be conducted for this solicitation.

1.4 Information about University of North Texas System

The University of North Texas System (UNTS) is a university system that is composed of the University of North Texas System Administration (UN TSA), the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UN THSC) in Fort Worth, and the University of North Texas at Dallas (UN TD). The UN TSA is based in downtown Dallas. The three independent universities of the University of North Texas 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 services provided to UNTS (inclusive of UNTSA, UNT, UNTHSC and/or UNTD), as agreed to in writing by the parties.

1.5 Summary of Scope of Goods or Services

The University of North Texas System, subsequently referred to as UNTS, is accepting proposals and intends to enter into an agreement with a vendor that specializes in bulk unleaded and diesel fuel ("fuel") in accordance with the terms and conditions and requirements set forth in this Request for Proposal.

1.6 Term of Award

The initial term of the Contract resulting from this RFP shall be for **one (1) year**, with two (2) renewal options to extend in one (1) year increments. Options to extend are by mutual consent and in writing. However, UNTS reserves the right to negotiate a different term of award to provide the best value to UNTS.

1.7 UNTS' Right to Reject

This RFP does not commit UNTS to select a Proposer or to award a contract to any Proposer. UNTS reserves the right to accept or reject, in whole or in part, any proposal it receives pursuant to this RFP. Proposals which are qualified with conditional clauses or alterations or items not called for in the RFP, or irregularities of any kind, are subject to disqualification by UNTS at its option. If UNTS receives fewer than three proposal responses, UNTS has the right to reissue this RFP in order to gain additional competitive proposals. UNTS may also evaluate proposals against any governmental agency or cooperative contract to determine best value.

1.8 Historically Underutilized Business (HUB) Firms

UNTS endeavors to promote full and equal opportunity for businesses to supply UNTS with goods or services that are necessary to support UNTS' educational mission. In this regard, UNTS commits to select proposers in accordance with (i) UNTS needs, (ii) UNTS resources, (iii) UNTS HUB goals (iv) guidelines established by the Texas legislature and Texas Procurement and Support Services ("TPASS"), and (v) UNTS procedures for contracting with HUBs. Proposers shall provide UNTS full access to documentation relating to the HUB program and any HUB Subcontracting Plan (HSP) if required by Paragraph 2.5. Failure to comply with any provision of the State of Texas or UNTS' HUB regulations may result in rejection of any proposal and/or immediate cancellation of any contract.

The proposer's ability to assist UNTS with meeting State of Texas HUB utilization goals is considered as part of best value criteria per Texas Education Code §51.9335.

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SECTION 2

PROPOSAL REQUIREMENTS AND PROCEDURES

2.1 Communication with Point of Contact

The UNTS specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications to the UNTS Contact via the email listed in Paragraph 1.2

The UNTS Contact must receive all questions or concerns no later than the date and time listed in Paragraph 1.3.1. 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/bid-opportunities>

2.2 Communications with UNTS Personnel

Except as provided in this RFP (ex. designated Point of Contact) and as otherwise necessary for the conduct of existing UNTS business operations, Proposers are expressly and absolutely prohibited from engaging in communications with UNTS personnel who are involved in any manner in the drafting of the RFP, in the review or evaluation of the Proposals, in the selection of a Vendor, or negotiation or formalization of a Contract. If any Proposer engages in conduct or communications that UNTS determines is contrary to the prohibitions outlined in this section, UNTS may, at its sole discretion, disqualify the Proposer and remove the Proposal from consideration.

2.3 Proposal Requirements

- 2.3.1** The Proposal may not exceed twenty-five (25) pages. The page count does not include price sheets, catalogs, specification sheets and addendum deemed relevant by Proposer.
- 2.3.2** The Proposal must include a cover page, providing the Proposer's name, address, primary and secondary contact information; the RFP name; and RFP number.
- 2.3.3** The Proposal must include a table of contents, which should contain sufficient detail to facilitate easy reference to the sections of the Proposal.
- 2.3.4** All pages should be typed in 12-point font within margins consistent with 8 ½ x 11-inch paper and numbered sequentially.
- 2.3.5** The Proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of UNTS' needs.
- 2.3.6** By submitting a Proposal, the Proposer certifies an understanding of this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the Goods or Services to be provided, and the conditions under which the Goods or Services are to be performed. The Proposer also understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Proposer. If selected for award by UNTS, the Proposer will notify UNTS immediately of any material change in any matters about which the Proposer has made a statement or representation or provided information.
- 2.3.7** Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete Proposal to all requirements and questions as directed.
- 2.3.8** The Proposal must include **all** elements of Section 5 – Proposal Checklist

2.4 Submittal Instructions for Proposals

UNTS will accept electronic Proposal submission and is requesting Proposals electronically via the following website: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>

- In order to submit proposals electronically, Proposer must have a working, registered vendor username and password to login. If this is the first time Proposer has attempted to submit a response electronically, please register at: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>
- Proposers are highly encouraged to ensure you have a working login in advance of the submission deadline.
- Proposer is responsible for ensuring it has the technical capability to submit its proposal via electronic submission.
- Browser requirements: Chrome
- **Proposer shall be solely responsible for ensuring timely submission of the Proposal.** UNTS is not responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. **Proposers are highly encouraged to prepare and allow for sufficient time to familiarize themselves with the electronic submission requirements and to address any technical or data issues PRIOR to the Proposal due date and time.**

2.5 HUB Subcontracting Plan (“HSP”)

In accordance with Texas Gov't Code §2161.252, each state agency (including institutions of higher education) 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 there are subcontracting opportunities in the performance of the Scope of Work of this Solicitation and any resulting Contract is anticipated to exceed \$100,000.00 over its entire life, including all renewals and/or extensions. The Proposer must submit a completed HSP at the time of the Proposal submission. The Proposer must include a completed HSP even if the Proposer intends to self-perform. The required supporting documentation (eg. proof of Good Faith Effort) must be submitted with the HSP. The HUB directory may be accessed at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/tpasscmlsearch.do> and assistance is available at HUB@UNTSsystem.edu.

If a properly submitted HSP contains minor deficiencies UNTS may contact the Proposer for clarification to the HSP if it contains sufficient evidence that the Proposer developed and submitted the HSP in good faith. Failure to submit an HSP in accordance with this section will result in disqualification of the Proposal. For assistance with the preparation of the HSP email HUB@UNTSsystem.edu.

2.6 Right to Modify, Rescind, or Revoke the RFP

UNTS reserves the right to modify, revoke, or cancel this RFP in whole or in part at any time prior to the date on which UNTS executes a Contract with the selected Proposer(s).

2.7 Signature and Certification of Proposer

The Proposal must be signed and dated by a representative of the Proposer who is legally authorized to bind the Proposer to the terms and conditions contained in this RFP and who can ensure compliance with the submitted Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Affirmation and Conflict of Interest to bind the Proposer. Proposals submitted without the required signature will be disqualified.

2.8 Compliance with Applicable Laws, Regulations, Ordinances, and UNTS Operating Policies and Procedures

By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state, and federal laws and regulations, as well as with all applicable Operating Policies and Procedures of UNTS.

2.9 Compliance with RFP Requirements

By submitting a Proposal and by signing the Affirmation and Conflict of Interest, the Proposer agrees to be bound by the requirements set forth in this RFP, UNTS' General Terms and Conditions contained in the RFP, all of which may be incorporated into and be made a part of any Contract awarded by UNTS. If the Proposer takes exception to any of the terms or cannot agree to be bound by all terms, UNTS, at its sole discretion, may disqualify the Proposal from consideration. Refer to Attachment A.

2.10 Right of Rejection

A Proposal consisting of only alternate Goods or Services (i.e., a Proposal that offers Goods or Services different from those requested by this RFP) may be considered non-responsive by UNTS and is subject to rejection. UNTS shall reject a Proposal if the financial Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other potential Proposer. Regardless of the time of detection, UNTS shall consider any of the foregoing prohibited actions to be grounds for Proposal rejection or Contract termination and may result in debarment of the Vendor from future UNTS Solicitations.

2.11 Binding Effect of Proposal

Unless otherwise agreed in writing signed by the Senior Director for Strategic Sourcing, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Goods or Services. Proposals are to be valid for UNTS acceptance for a minimum of one hundred and eighty (180) days from the submittal deadline date to allow time for evaluation, selection, negotiations, and any unforeseen delays. Proposals, if accepted, shall remain valid for the duration of the Contract.

2.12 Use and Disclosure of Information

Proposers acknowledge that UNTS is an agency of the State of Texas and is therefore required to comply with the [Texas Public Information Act Texas Government Code Chapter 552](#). If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by UNTS only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer or Proposers pursuant to the RFP process, and (c) Negotiation and execution of a Contract, if any, with the Proposer(s) selected.

If the Proposer marks the entire Proposal or substantive portions of the Proposal as confidential, UNTS in its sole discretion may declare the Proposal non-responsive and reject it.

By submitting a Proposal, the Proposer hereby grants a limited license to reproduce the Proposal in order to conduct an evaluation and to comply with any legal requirement including but not limited to the Texas Public Information Act and Texas Legislative Budget Board requirements.

UNTS reserves the right to contact references or contact names listed in the Proposal and shall be free from any liability to Proposer for conducting such inquiry.

2.13 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. [§51.9335, Education Code](#)). Other Texas institutions of higher education, local and county governments, independent school districts, and State of Texas agencies may also elect to enter into a contract with the successful Proposer under this RFP. Proposer should also note that UNTS may procure Goods or Services for itself or on behalf of any UNTS component institution. By submitting its Proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take

into account higher volumes and other expanded best value opportunities that could result from the eventual inclusion of UNTS, its other component institutions, and other institutions, governments, and State agencies.

2.14 Reserved for Future Use

2.15 Withdrawal or Modification

No Proposal may be changed, amended, or modified after it has been submitted or filed in response to this Solicitation, except for obvious errors or as part of the Negotiation process which are approved in writing by the Senior Director for Strategic Sourcing. However, a Proposal may be withdrawn and resubmitted any time prior to the time set for receipt of Proposals. Modifications will be allowed in the electronic website until the deadline for Proposal submittals. No Proposal may be withdrawn after the submittal deadline without approval by UNTS, which shall be based on Proposer's submittal in writing of a reason acceptable to UNTS.

2.16 Risk of Loss, Damage, or Delay

Proposer acknowledges and agrees to release and hold harmless UNTS, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to a failure to successfully submit or deliver the Proposal to the Procurement Office at UNTS, as detailed in this RFP.

2.17 Digital Signature

The Proposer may opt to sign the document digitally. To be approved by UNTS, a signature software platform must: (1) be compliant with the [ESIGN Act of 2000](#) and the [Electronic Transaction Act](#) (UETA), (2) must utilize signatory accounts that authenticate users by password, and (3) produce a time stamp for the digital signature. The following three are specifically approved: Adobe Echosign, DocuSign, and Verisign.

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SECTION 3
PROPOSAL CONTENTS/DETAILS

3. Scope of Work

3.1. Objectives

UNTS seeks Proposal(s) from qualified and experienced Proposer(s) for the purchase and delivery (“Services”) of bulk unleaded and diesel Fuel (“Fuel”). UNT has an on-campus fueling station with main fuel tanks that are split 12,000 gallons and 8,000 gallons and are solely 87 RFG E10 which is unleaded gasoline. UNT will only make orders of 8500 gallons at a time. The Diesel tank is located at our grounds department and holds 450 gallons with a portal tank that holds 500 gallons. Services will be requested on an as needed basis and UNTS does not guarantee a minimum guarantee value for any resulting master Contract. UNTS may award Contracts to multiple Contractors and no contract will be exclusive.

3.2. Project Details

3.2.1. The Proposer(s) submitting a Proposal for this RFP should fit into at least one (1) of the below classifications:

- (a) The Proposer should be a refiner or distributor and have a refinery and a tank storage facility or facilities within 150 miles of the Denton, Texas city limits;
- (b) The Proposer should be a distributor of ULSD or ULSD Bio Diesel Blend Fuel and/or Bulk Unleaded Gasoline and be able to deliver Fuel upon request; or
- (c) The Proposer should be a broker of ULSD or ULSD Bio Diesel Blend Fuel and/or Bulk Unleaded Motor Gasoline and be able to deliver Fuel upon request.

3.2.2. Fuel orders will be placed by the UNT Facilities Department.

3.2.3. Fuel types covered under this RFP include but are not limited to:

- (a) 87 RFG E10, branded or unbranded unleaded gasoline;
- (b) Clear Ultra Low Sulfur Diesel (15 ppm); and
- (c) Propane orders will be placed by various UNTS departments on an as needed basis.

3.2.4. Fuel orders may range from 50 gallons to a full-transport load. Fuel order quantities will be determined by actual UNT Facilities Department’s needs. UNTS considers a full transport load to be 8,500 gallons for unleaded and 500 gallons for diesel.

3.2.5. Routine Fuel orders placed before 9:00 am Monday through Friday will be delivered the same day; Fuel orders placed after 9:00 am will be delivered the following business day.

3.2.6. Fuel product delivery will be based on a schedule that best meets UNTS’s Fuel usage pattern and operational requirements.

3.2.7. Quantities shown on Fuel orders placed by UNTS are maximum quantities. Deliveries are not to exceed ordered quantities and create unauthorized split loads.

3.2.8. Proposer(s) must provide all necessary labor and equipment required to perform the Services including, but not limited to, special tools, materials, and equipment.

3.2.9. Fuel Services will be primarily limited to the Denton, Texas UNTS campus; however, UNTS reserves the right to request such Services at regional sites as needed and as mutually agreed upon in writing by the parties.

3.2.10. Fuel Services shall be performed during normal business hours unless prior arrangements have been made with UNT Facilities Department. “Normal Business Hours” are defined as 8:00 a.m. to 4:00 p.m. Monday to Friday excluding UNTS holidays. UNTS operates on an annual schedule to support academic activities, which includes working during several normally nationally recognized holidays. UNTS’s recognized holidays include New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas.

3.2.11. Unleaded fuel will be delivered to 2204 West Prairie St. Denton TX 76201 on the UNT main campus.

3.2.12. Diesel fuel will be delivered throughout the UNTS campus based on delivery instructions by UNT Facilities Department instructions.

3.2.13. If a delivery is going to be late, UNTS must be notified immediately.

3.2.14. Proposer(s) must leave a Bill of Lading or delivery receipt after every delivery.

3.2.15. Historical Usage

FY19 fuel usage:

Gasoline: 66750 gallons of unleaded

Diesel: 4873 gallons

FY18 Fuel Usage:

Gasoline: 85022 gallons of unleaded
 Diesel: 12770 gallons

3.3. Mandatory Requirements/Conditions

3.3.1. Fuel Requirements

- (a) Unleaded gasoline must contain 10% or less ethanol.
- (b) Fuel must comply with all applicable federal, state, and local laws and regulations.
- (c) UNTS claims an exemption as an Institution of Higher Education and an agency of the State of Texas from all state and local sales or use tax on all Purchases (Texas Tax Code, §151.309(4)).

3.3.2 Delivery

- (a) Fuel must be delivered by the Proposer(s), and Proposer(s) must leave a delivery receipt and a material safety data sheet ("MSDS") for all types of Fuel ordered at the time of delivery.
- (b) Delivery trucks must be properly equipped with accurate measuring devices as well as vapor recovery systems, all verifiable by Facilities Department personnel upon completion of delivery.
- (c) Deliveries shall be made on a net gallon basis, temperature corrected to 60°F.
- (d) Vendors must allow for some campus generators that are up to 100 feet away from where tanker trucks can park.

3.3.3 Extreme care must be taken to avoid spills. The Fuel delivery truck must be attended at all times during Fuel deliveries to UNTS. Fuel deliveries must follow all federal and state safety regulations. Proposer(s) shall be responsible for any cost that is incurred as a direct result of a Fuel spill due to negligence or equipment malfunction of Proposer. Proposer shall be responsible for any clean up due to a Fuel spill due to negligence or equipment malfunction of the Proposer. Proposer shall submit a copy of their spill containment policy.

3.3.4 Proposer(s) Personnel

- (a) Proposer must provide uniforms and identification badges for all employees providing Services on UNTS property. No employee of the Proposer will be allowed on UNTS properties without proper identification.
- (b) Proposer(s) shall take measures to protect existing structures and exterior grounds.
- (c) Proposer(s) will be responsible for any damage to areas surrounding the delivery site

3.3.5 Fees shall be based using proposed Proposer's Constant ("Constant") and indexed pricing based on the Proposer's terminal price.

3.3.6 The Constant must be a firm fixed price during the term of the Contract.

3.3.7 The Constant must include environmental fees, freight charges, load fees, operational overhead, and Proposer's profit margin.

3.3.8 To determine the actual cost of the Fuel, add the Proposer's constant price to the terminal price:

EXAMPLE: \$1.10/gallon Posted Terminal Price
 + \$0.24/gallon Proposer's Constant
 \$1.34/gallon Selling price

3.4 Payment and Invoicing

Invoices will be paid net thirty (30) days in compliance with Texas laws. Invoices must be sent accountspayable@untsystem.edu within 24 to 48 hours after delivery. All invoices must reference a valid UNTS Purchase Order or the invoice will be returned as non-compliant. No commitment for Fuel shall be placed without a valid UNTS Purchase Order. Proposer(s) may submit a Proposal for a prompt payment discount. UNTS has established the following payment schedule for invoices based upon the payment option chosen by the Proposer:

- Automated Clearing House ("ACH") transaction
- Single Use Account ("SUA") card (JP Morgan)

All invoices must be itemized to include the Proposer's terminal price, Constant, state and federal tax fees associated with each delivery.

*In the event UNTS is making payment on funds appropriated by the State of Texas, payment may be made net thirty (30) days as required by law. UNTS will submit an electronic check remittance to the email address on record for all ACH and SUA payments.

3.5 Academic Initiatives and Other Incentives

UNTS' purpose is to transform lives and create economic opportunity through education, where our caring and creative community empowers our students to thrive in a rapidly changing world. We also create solutions for a healthier and stronger community throughout the North Texas region and beyond.

UNTS' intent is to create business relationships that extend beyond the mere transactional and form true strategic partnerships with our suppliers to assist with meeting our stated purpose. Therefore, in this section of the Proposal, we are asking Proposers to use their creativity in offering ways that they might partner with us to reach our goals.

The following is a potential, but not exclusive list of possible ways the respondent may extend our relationship to be more strategic in nature to meet this criteria:

- Promotional Marketing
- Tiered Pricing
- Tiered or flat rebates
- HUB utilization
- Faculty or staff engagement/education
- Student Internships
- Employment of our graduates
- Granting "exclusive provider" or "preferred supplier" status
- Value Beyond Cost (terms important to the department/campus stakeholders)
- "...any other relevant factor that a private business entity would consider..."

Any response to this element of the request should be in strict adherence with State of Texas guidelines in regard to Conflict of Interest and Nepotism.

3.6 Contingency Plan

Proposals must include Proposer's specific plan of action regarding cost and delivery should conditions affect cost and availability of Fuel during an emergency.

3.7 Emergency Delivery

Proposers must work with UNT Facilities Department to develop alternative interim Fuel delivery solutions in the advent of a natural disaster or other emergencies that may disrupt normal fueling operations. Proposers shall provide UNTS with a 24-hour emergency contact number. No restrictions on Fuel purchases or deliveries shall apply to UNTS during emergencies; however, deliveries may be subject to availability of supply.

3.8 Quality Measures

All Fuel delivered must meet or exceed refinery approved pipeline specifications for product delivery to Denton, Texas. UNTS reserves the right to test Fuels at any time for specification compliance. All tests must be made as per the methods specified or approved by the American Society of Testing Material ("ASTM"), unless otherwise specified. When the test analysis shows Fuel meeting specification, UNTS will pay for said test. When test analysis show Fuel does not meet specification, costs for tests shall be borne by the Proposer(s). Such failure shall result in Proposer's prompt removal of non-compliant Fuel, using Proposer's own equipment, at no cost to UNTS, within twenty four (24) hours of notification. Acceptable Fuel must immediately replace noncompliant Fuel based on the quantity of unsuitable Fuel originally delivered to UNTS at no charge for the entire shipment. Violations of specification requirements may give UNTS cause to cancel and resolicit the entire Contract and shall be a consideration of future awards and may result in reporting the Proposer to the Texas Comptroller.

3.9 Compensation and Fees

Provide a detailed compensation schedule for the Goods provided or Services to be performed in response to this RFP. Proposed pricing will apply to every UNTS department requesting Goods or Services and cannot be limited to select departments. Proposer(s) shall submit a schedule that clearly details the various compensation amounts and fees that will apply if the Proposer is awarded a Contract with UNTS. UNTS will not be obligated to compensate for any amounts that are not provided in the schedule or not included in the fully executed Contract.

Contract Pricing: Contract prices for Goods or Services to remain firm for the duration of the contract,

unless otherwise mutually agreed upon by both parties in writing.

3.10 Proposer's Questionnaire

The Proposer recognizes that in selecting a Proposer, UNTS will rely in part on the answers provided in response to the Proposer's questionnaire.

- 3.10.1 Proposer must certify that, upon request by UNTS, the Proposer shall provide balance sheets or financial statements for the past two (2) fiscal years. UNTS may consider the Proposer's financial capacity to provide the requested Goods or Services.
- 3.10.2 Provide a detailed description of similar Services completed or Goods sold within the past five (5) years. Include a description of Services provided or Goods sold, budget and timeline performance, and key personnel involved.
- 3.10.3 Provide any details of all pending arbitration/mediation, litigation, or claims filed against the Proposer in the past five (5) years.
- 3.10.4 Is the Proposer (including any parent companies) currently for sale or involved in any transaction to acquire other business entities or to become acquired by another business entity? If yes, please explain the impact.
- 3.10.5 Is the Proposer (including any parent companies) currently in default on any financial instrument or contract? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 3.10.6 Were any addenda published for this solicitation? If yes, list by number. (ex. Addendum 1, Addendum 2, and Addendum 3)
- 3.10.7 Is the Proposer unable to agree to any of the General Terms and Conditions, the RFP, or Addenda? If the Proposer takes exception to any of the above-mentioned documents, the Proposer must submit those exceptions as part of its Proposal. The Proposer's exceptions will be reviewed by UNTS and may result in disqualification of the Proposal if found in violation of any statutory requirements, UNTS Operating Policies and Procedures, or not in the best interest of UNTS. If Proposer's exceptions do not result in disqualification of the Proposal, then UNTS may consider Proposer's exceptions for incorporation into any resulting Contract.

3.11 Alternate Proposals

UNTS may consider alternate Proposals submitted by Proposer that expand or differ from these specifications. Proposers submitting alternate Proposals should (i) clearly identify any exceptions taken to the Specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. Proposer may suggest additions to the specifications set forth in this RFP, and all such suggestions must be clearly defined. Alternate Proposals should be submitted as attachments to the Proposal. Alternate Proposals shall meet the same mandatory requirements and shall be in the same format as the Proposal's base format.

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SECTION 4

EVALUATION CRITERIA FOR AWARD

4.1 Evaluation Process

UNTS will utilize a Proposal Evaluation Team for the evaluation of this RFP. Proposals shall be reviewed and chosen for negotiation of contract based on the Proposal judged to be in the best value to UNTS, and the judgment in this regard shall be considered final.

Under §51.9335 of the Texas Education Code in determining what is the Best Value, UNTS may consider:

1. The purchase price;
2. The reputation of the vendor and of the vendor's goods or services;
3. The quality of the vendor's goods or services;
4. The extent to which the goods or services meet the institution's needs;
5. The vendor's past relationship with the institution;
6. The impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
7. The total long-term cost to the institution of acquiring the vendor's goods or services;
8. Any other relevant factor that a private business entity would consider in selecting a vendor; including Academic Initiatives and other Incentives, and
9. The use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified.

4.2 Proposer's Acceptance of Evaluation Methodology

Submission of a Proposal indicates Proposer's acceptance of the evaluation method and Proposer's recognition that some subjective judgments must be made by UNTS during the scoring of evaluation criteria.

4.3 Evaluation Criteria

Each Proposal shall be evaluated on the ability to meet UNTS' requirements and to provide the Best Value to UNTS. The evaluation will be based on the following:

- Experience and qualifications of the Proposer
- Cost (including delivery, fees, etc.)
- Support of UNTS HUB program initiatives
- Academic Initiatives
- Value added options
- Sufficiency of financial resources to perform or provide the goods or services

4.4 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the Proposal information to UNTS.

4.5 Oral Presentations and Interviews

Upon completion of the initial review and evaluation of the Proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations and interviews are an option of the Proposal Evaluation Team and may or may not be conducted; therefore, Proposals must be complete when submitted.

4.6 Reserved for Future Use

4.7 Negotiation

After opening, a selection may be made on the basis of the Proposals initially submitted, without discussion, clarification, or modification, or on the basis of Negotiation with any of the Proposers or, at UNTS' sole option and discretion, UNTS may discuss or negotiate all elements of the Proposal with selected Proposers representing a competitive range. For purposes of Negotiation, a competitive range of acceptable or potentially acceptable Proposals may be established comprising the highest rated Proposals based on the evaluation criteria.

4.8 Reserved for Future Use

4.9 Protest Procedures

Any actual or prospective Proposer or Vendor who believes they have been aggrieved in connection with the Solicitation, Evaluation, or Award of a Contract may formally protest to the UNTS Chief Procurement Officer.

4.10 Contract Documents

The Contract mutually agreed upon by the parties shall consist of a written Purchase or Service Agreement (as applicable). Portions of the Proposal may be added as exhibits to the Contract as appropriate.

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SECTION 5
PROPOSER'S SUBMITTAL CHECKLIST

The Proposal must contain all the following components *in the following order*:

- Cover Sheet
 - Proposer's Name
 - Address
 - RFP Name
 - RFP Number
 - Primary and Secondary Contact Information for this RFP including names, titles, email addresses, and telephone numbers)
- Table of Contents containing sufficient detail to facilitate easy reference to the sections of the Proposal.
- Background of the Proposer
- Proposer's response to the Scope of Work
- Proposer's responses to the Proposers Questionnaire (Section 3.11)
- Schedule of costs and fees
- Evidence of insurability and bonding capacity (if applicable)
- Resume for each key personnel assigned to the resulting Contract
- Documentation supporting Proposer's qualifications including applicable licensing, professional certifications, HUB certification, etc.
- Provide three (3) relevant, professional references (key contact names, titles, email, and telephone numbers) that have direct knowledge of your ability to provide Goods or Services outlined in this RFP
- HSP (if required per Paragraph 2.5)
- Signed Affirmation and Conflict of Interest Disclosure. (Section 7)
- Proposal must comply with Paragraph 2.3 – Proposal Requirements

SECTION 6

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions will be included in substantially similar form in any resulting Contract arising out of this RFP, if applicable.

6.1 Publicity

Vendor will not use UNTS' name or protected marks without the prior express written approval of UNTS.

6.2 Independent Vendor Status

Vendor shall, at all times, act as an independent Vendor and not as a partner, employee, or agent of University. Vendor shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have or exercise such control over the manner in which the Services are provided as would jeopardize the status of Vendor as an independent contractor. University will not withhold federal or state income tax or Social Security tax on behalf of Vendor. In addition, Vendor shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. Vendor shall have the exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Vendor, the parties hereto mutually agree that both Vendor and University shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of by whom such discussion or negotiation is initiated.

6.3 Subcontractors

Vendors who subcontract all or a portion of the Scope of Work must have identified all proposed Subcontractors to UNTS in their submitted Proposals. Vendor will not delegate any of its duties or responsibilities under the Contract to any Subcontractor, except as expressly provided for in the Contract documents. Subcontractors providing Goods or Services under the Contract must meet the same requirements and level of experience required of the Vendor. The utilization of any Subcontractor for providing Goods or Services under the Contract will not relieve the Vendor of the responsibility for ensuring the requested Goods or Services are provided. All Subcontractors are subject to the Affirmation and Conflict of Information acknowledgements and disclosures as set forth in the RFP.

6.4 Insurance Requirements

If this Agreement requires the presence on the University's premises of Vendor's employees, agents, suppliers or permitted subcontractors (if any), Vendor agrees to maintain and to cause its agents, suppliers and permitted subcontractors (if any) to maintain the following insurance coverages for at least the specified limits:

- (a) Workers' Compensation: Statutory Limits
- (b) Employer's Liability \$1,000,000 per accident and employee
- (c) Commercial General Liability (including contractual liability): \$1,000,000 per occurrence, \$2,000,000 aggregate
- (d) Product/Completed Ops: \$1,000,000 aggregate
- (e) Auto Liability: \$1,000,000 combined single limit

All policies (except Workers' Compensation) shall name the University as an Additional Insured. All policies must be written on a primary basis; non-contributory with any other insurance coverage and/or self-insurance carried by the University. A Waiver of Subrogation Clause in favor of the University and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to the University prior to commencement of any services under this contract.

6.5 Acceptance of Goods and Services

All goods shall be received subject to the University's right of inspection and rejection. Defective goods or goods not in accordance with the University's specifications will be held for Vendor's instruction at Vendor's risk and, if Vendor so directs, will be returned at Vendor's expense. If inspection discloses that part of the goods received are not in accordance with the University's specifications, the University shall have the right to cancel any unshipped portion. Payment for goods prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the University may have against Vendor.

6.6 Warranties

The Vendor warrants and implies that Goods delivered to UNTS under the Contract are merchantable and fit for use for the particular purpose set forth in the Contract. The Vendor warrants that Services furnished under the Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. UNTS may provide the Vendor with notice of any defect or nonconformance on or before the time period set forth in the Contract. The Vendor will correct or re-perform, at no cost to UNTS, any Service that does not conform to the requirements of the Contract.

6.7 Infringement of Patents and Copyrights

Vendor agrees that all writings or other materials produced by Vendor, its employees or agents relating to the work under this contract shall be deemed "works made for hire" as that term is defined in the U.S. Copyright Act, that all rights thereto shall be owned by the University, and that Vendor shall not assert any claim thereto. In the event works are not considered "works made for hire" as that term is defined in the U.S. Copyright Act, the Vendor assigns any and all intellectual property rights, including but not limited to copyrights to any such works, and Vendor agrees to execute any necessary documentation to effect this assignment.

6.8 Taxes

- 6.8.1 UNTS, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act in accordance with §151.309, Texas Tax Code, and Title 34 Texas Administrative Code §3.322. The Vendor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- 6.8.2 The Vendor shall collect and pay all taxes imposed upon the sale of items included in the Contract, as required by federal, state or local law. The Vendor shall be responsible for and pay all social security, unemployment insurance, retirement, and other federal and state taxes that are measured by the wages, salaries, or other remuneration paid to persons employed by the Vendor.

6.9 Access by Individuals with Disabilities

Vendor will address all applicable technical standards (1 TAC 206, and 1 TAC 213) by completing a Voluntary Product Accessibility Template ("VPAT") attesting to any electronic and information resource's ("EIR") accessible features and capabilities or provide a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities. UNTS reserves the right to perform testing on the Vendor's deliverables to ensure the accuracy of their VPAT response regarding conformance with the 1TAC 206/1TAC 213 technical standards.

6.10 Federal Funding

The Contract may be funded wholly or partially with federal funds. The Proposer will comply with all applicable provisions of federal law. UNTS utilizes 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the U.S. General Services Administration for all federal guidelines.

6.11 Time of Performance

6.11.1 Time is of the essence in providing Goods or Services under a Contract. Vendor agrees to perform all obligations and provide Goods or Services on the schedules set forth in this RFP or as agreed upon in written Contract. UNTS will have no obligation to accept late performance by the Vendor.

6.11.2 In the event of default by Vendor in the performance of any obligation hereunder, including, but not limited to, time of delivery and/or completion, or in the event it becomes apparent that delivery or completion cannot be accomplished within the time specified, the University may, in addition to its other rights or remedies, cancel this Agreement without penalty and/or liability, except for goods previously received and accepted, charging Vendor for losses and damages sustained by reason of such delay or failure when not caused by an event of force majeure.

6.12 Termination

University may terminate the Agreement at any time upon 60 days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Vendor shall be entitled to compensation for services rendered through the effective date of termination.

6.13 Contract Amendments

No Amendment to any awarded Contract shall become valid unless agreed to by UNTS in writing and signed by both parties. All correspondence regarding Amendments to a Contract must be forwarded to the UNTS Procurement Services Department for prior review and approval. Only the Chief Procurement Officer or designee will be authorized to process changes or Amendments. All Amendments must be signed by the same person who signed the original Contract, their successor, or a person with equivalent signatory authority.

6.14 Retention of Documents

The Vendor will maintain records generated pursuant to the Contract for the full term of the Contract plus a period of at least two (2) years after expiration or termination of the Contract.

6.15 Right to Audit

Pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

6.16 Confidentiality

Vendor agrees that Vendor, its officers, employees and agents will not disclose any University information, data, or other materials relating to the services performed under this Agreement without the express permission of an authorized University officer. Such obligations shall not, however, extend to any materials which were in the possession of Vendor prior to this Agreement, are generally available to the public by publication or hereafter become generally available to the public by publication or otherwise through no action of Vendor, or are required to be disclosed by law.

6.17 Severability

The provisions of this Agreement are separate and divisible, and if any court shall determine any provision of this Agreement is void and/or unenforceable, the remaining provision or provisions shall remain.

6.18 Non-Waiver of Defaults

No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

6.19 Assignment

Vendor may not assign, transfer, or subcontract this Agreement or any rights or obligations hereunder without the University's written consent. Any purported assignment, transfer or subcontract shall be void and ineffective.

6.20 Not Exclusive

Vendor acknowledges and agrees that the Contract with UNTS is non-exclusive and UNTS has the right to engage with other vendors for similar or identical scopes of work, and to purchase similar or identical Services from other vendors. Any term or provision in the Vendor Terms indicating the Contract is exclusive is expressly rejected and is null and void.

6.21 Texas Public Information Act

University 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 University in an electronic format.

6.22 Disclosure of Interested Parties

As applicable and pursuant to Texas Government Code §2252.908, the Vendor must complete online Form 1295 for certification and filing with the Texas Ethics Commission no later than thirty (30) days after the effective date of the Contract.

6.23 No Boycott

If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

6.24 Trafficking of Persons.

Under §2155.0061, Texas Government Code, the Vendor certifies that the individual or business entity named in the bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

6.25 Registration of Sex Offenders

All sex offenders required to register with local law enforcement authorities under §62.151 of the Texas Code Of Criminal Procedure who intend to provide Services on any campus of UNTS for a consecutive period exceeding fourteen (14) days or for an aggregate period exceeding thirty (30) days in a calendar year are required to register with UNTS within seven (7) days of beginning work on any campus of UNTS. In addition, such sex offenders are required to notify UNTS within seven (7) days of terminating Services on any campus. Therefore, if employees or agents of Vendors and Subcontractors will be performing Services on any UNTS campus, it is the Vendor's responsibility to comply with this requirement.

6.26 Indemnification

Vendor agrees to indemnify and hold harmless the University, its Regents, employees, and agents from any claim, damage, liability, injury, expense or loss (including attorney's fees) arising out of Vendor's performance, direct or indirect, under the Agreement. Indemnification shall survive termination. In addition, Vendor warrants the material purchased hereunder does not infringe any letters patent granted by the United States and Vendor shall defend, indemnify and hold harmless the University, its Regents, employees and agents from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights of a third party arising out of, in connection with or resulting from the Agreement or the goods and/or services provided under the Agreement.

6.27 Governing Law and Venue

The Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

6.28 Dispute Resolution

Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

6.29 Emergency Health and Safety Procedures.

In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), UNTS may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the UNTS community. In the event of Emergency, Vendor agrees to adhere to all such procedures and related directives from UNTS, including the COVID-19 Emergency Health and Safety Procedures, when entering onto and performing services on UNTS' campus.

6.30 Force Majeure

Neither party shall be liable for delay in the performance of its obligations and responsibilities due to causes beyond its control, such as, but not limited to, war, embargo, national emergency, insurrection or riots, pandemic or epidemic, acts of the public enemy, fire, flood, or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and the inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Vendor should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Vendor shall not discriminate against the University or in favor of any other customer in making deliveries of such items. However, if the University believes that the delay or anticipated delay in Vendor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, the University may, at its option and without liability to Vendor, cancel outstanding deliveries hereunder wholly or in part.

6.31 Prohibited Bids and Contracts.

Vendor acknowledges that in accordance with Texas Government Code §2155.004(a), UNTS may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation for participation in the preparation of the specifications or request for proposals on which the bid or contract is based.

6.32 Applicable Laws and Regulations

Vendor's performance under the Contract. Vendor also agrees that pursuant to Texas Education Code §51.9335(h), in any Contract for the acquisition of Goods or Services to which UNTS is a party, any provision required by applicable law to be included in the Contract is considered to be part of the Contract whether or not the provision appears on the face of the Contract or if the Contract contains any provision to the contrary.

6.33 Invoicing and Payment

- 6.33.1 Vendor(s) shall submit invoices by email to UNTS Accounts Payable at Invoices@UNTSsystem.edu.
- 6.33.2 Invoices will be paid NET Thirty (30) days in compliance with Texas laws. All invoices must reference a valid UNTS Purchase Order or the invoice will be returned as non-compliant. No commitment, verbal or otherwise, for Goods or Services shall be placed without a valid UNTS Purchase Order.
- 6.33.3 Vendor(s) may submit a Proposal for a prompt payment discount.
- 6.33.4 UNTS only processes electronic payment. Awarded vendor must agree to receive payment in one of the following forms chosen by the Proposer:
 - 6.33.4.1 Automated Clearing House ("ACH") transaction
 - 6.33.4.2 Single Use Account ("SUA") card (JP Morgan)
 - 6.33.4.3 Purchasing Credit Card
- 6.33.5 In the event UNTS is making payment on funds appropriated by the State of Texas, payment may be made NET thirty (30) as required by law. UNTS will submit an electronic check remittance to the email address on record for all ACH and SUA payments.

6.34 FERPA

If Vendor has access to students' educational records, Vendor shall limit its employees' access to the records to those persons for whom access is essential to the performance of the Services. Vendor shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

6.35 Property Rights

University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with the Agreement or the Services. Vendor agrees that such works are "works for hire" and assigns all of Vendor's right, title, and interest to University.

6.36 Public Information

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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNTS records retention requirements; (2) to promptly provide contracting information to UNTS when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNTS or to preserve all contracting information according to UNTS' records retention requirements.

6.37 Required Posting of Contracts on Website

Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

SECTION 7
AFFIRMATION AND CONFLICT OF INTEREST DISCLOSURE

Signing this Proposal with a false statement shall void the submitted Proposal or any resulting Contracts, and the Proposer may be reported to the Texas Comptroller for Public Accounts for disbarment. Accordingly, Proposer certifies that to the best of its knowledge, all Responses are true, correct, and complete. By signature hereon affixed, the Proposer hereby certifies to the following:

- 7.1 If Vendor is a taxable entity as defined by [Chapter 171, Texas Tax Code](#) ("Chapter 171"), then Vendor certifies that it is not delinquent in the payment of any taxes due under Chapter 171, is exempt from the payment of those taxes, or is an out-of-state taxable entity that is not subject to those taxes.
- 7.2 Pursuant to [Texas Family Code §231.006](#), Vendor certifies it is not ineligible to receive the award of the Contract or payments under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 7.3 **Reserved for Future Use**
- 7.4 The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, compensation, gift, loan, gratuity, special discount, trip, favor, or service to any officer or employee of UNTS in connection with the submitted Proposal or resulting Contract.
- 7.5 The Proposer has not received compensation for participation in the preparation of the Specifications for this RFP.
- 7.6 Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in [§15.01, et seq., Texas Business and Commerce Code](#), or the Federal Antitrust Laws, nor communicated directly or indirectly its Proposal to any competitor or any other person engaged in such line of business.
- 7.7 The Proposer and any principals of the Proposer are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any federal agency, and have not within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government Contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.
- 7.8 Its understanding that under [§2155.006\(b\) of the Texas Government Code](#), UNTS may not accept a Proposal or award a Contract, including a Contract for which purchasing authority is delegated, that includes a proposed financial participation by a person who, during the five (5) year period preceding the date of the Proposal or award, has been: (i) convicted of violating a federal law in connection with a Contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by [§39.459, Utilities Code](#), Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a Contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined [§39.459, Utilities Code](#), Hurricane Katrina, or any other disaster occurring after September 24, 2005.
- 7.9 Proposer agrees to comply with [Texas Government Code §2155.4441](#), pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 7.10 To the extent this RFP relates to a project as defined by [Texas Government Code §2252.201\(5\)](#) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in [Texas Government Code §2252.203](#) applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this RFP must be produced in the United States as defined in [Texas Government Code §2252.201\(4\)](#).

7.11 Proposer is in compliance with [§669.003 of the Texas Government Code](#), relating to contracting with executive head of a State agency. If [§669.003 of the Texas Government Code](#) applies, Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

7.12 The Proposal includes the name and Social Security Number of each person maintaining an ownership interest of twenty-five percent (25%) or more of the business entity submitting the Proposal. Vendors that have pre-registered this information on the Texas Comptroller's Centralized Master Bidders' List will be deemed to have satisfied this requirement.

NAME	SSN
_____	_____
_____	_____
_____	_____
_____	_____

7.13 Any resulting Contract is not prohibited under [Texas Government Code §2261.252\(b\)](#) and Proposer agrees that if Proposer's certification is or becomes untrue, the Contract is void, and the Proposer will not seek and waives its right to seek any legal or equitable remedy for past or future performance under the Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

7.14 Conflicts of Interest

7.14.1 No relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection to the second degree of consanguinity exists between any owner of the Proposer that is a sole proprietorship, the officers or directors of the 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 officer or employee of UNTS, on the other hand.

7.14.2 The Proposer, and any executives, managers, or employees of the Proposer have not been an employee of UNTS within the immediate twenty-four (24) months prior to the submittal deadline. If any previous employee of UNTS is employed by the Proposer, that information shall be submitted in the Proposal response.

7.14.3 No officer or employee of Proposer is in any dual employment positions with UNTS that would result in a conflict of interest or conflict of commitment in relation to the position at UNTS. If such circumstance arises, the officer or employee must remove himself or herself from the Procurement process and disclose the relationship to his or her direct supervisor. The supervisor is responsible for reviewing all Procurements of Goods and Services for any potential conflict of interest. As necessary, the supervisor shall consult with the UNTS Chief Procurement Officer. It is agreed that a UNTS department may not hire a Proposer to provide Goods or Services if a current UNTS officer or employee of such department is also employed by such Proposer; a current officer or employee of such department has a direct or indirect ownership interest in such Proposer; or the hiring of such Proposer would result in the furtherance of any private interest or gain for a current officer or employee of such UNTS department. If it is decided by UNTS that a dual employee may provide Goods or Services to UNTS, if classified as a sole proprietorship or an individual, payment to said employee will be made through the Payroll Services department as additional compensation.

7.14.4 Proposer will make all disclosures required under [Texas Government Code §2252.908](#) upon award of a Contract that has a value of at least \$1 million.

7.15 Conflict of Interest Affirmation:

By signing and submitting the Proposal, the Proposer confirms that it acknowledges compliance and has provided all relevant information required below.

- The Proposer represents and warrants that its provision of Goods or Services or other performance under the Contract will not constitute an actual or potential Conflict of Interest and represent and warrant that it will not reasonably create even the appearance of impropriety.
- Disclose any known current or former employees who are current or former employees of the Institution.

Former Employee Name

UNTS Department

- Disclose any actual or proposed personnel who are, or are related to, current or former employees of the Institution.

Actual or Proposed Personnel

Related Party

- The Proposer represents and warrants that it has not given and will not give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or employee or representative of the Institution in connection with the Solicitation or any resulting Contract.
- Neither the Proposer nor the Proposer's principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are debarred, suspended, or otherwise excluded from doing business with UNTS. UNTS may also verify that an entity or principals are not debarred, suspended or otherwise excluded to confirm that no Contracts are awarded, extended or renewed.

Proposer Information and Signature

UNTS will not enter into a Contract that requires Board of Regents' approval until such approval is provided.

All disclosures by Proposer will be subject to administrative review and approval before UNTS enters into a Contract with Proposer. Any false statements or violations of the conflict of interest policy discovered after execution of a Contract may result in immediate cancellation of the Contract in addition to a potential debarment of the Vendor from doing business with the State of Texas.

Proposer certifies that the individual signing this Proposal Response and the documents made a part of this Response is authorized to sign such documents on behalf of Proposer and to bind Proposer under any Contract that may result from the submission of a Proposal.

The Proposer may opt to sign the document digitally. To be approved by UNTS, a signature software platform must: (1) be compliant with the [ESIGN Act of 2000](#) and the [Electronic Transaction Act](#) (UETA), (2) must utilize signatory accounts that authenticate users by password, and (3) produce a time stamp for the digital signature. The following three are specifically approved: Adobe Echosign, DocuSign, and Verisign.

Payee Identification Number (PIN): _____

Sole Proprietor should also enter social security No.: _____

Vendor: _____

Name (Typed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Signature: _____

Other Preferences as defined in [34 TAC §20.38](#) (check any that are applicable)

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.