University of North Texas System
Request for Proposals for Electricity Supply: New Frisco Campus

August 30, 2021

STATEMENT OF UNDERSTANDING

THE INFORMATION CONTAINED IN THIS RFP AND ITS ASSOCIATED APPENDICES, DATA FILES, AND ANY OTHER RELATED CORRESPONDENCE IS CONFIDENTIAL AND IS NOT TO BE DISSIMENATED TO ANY PARTY UNLESS THEY ARE AUTHORIZED BY OR AFFILIATED WITH YOUR COMPANY. ANY USE OF THIS INFORMATION FOR ANY OTHER PURPOSE THAN A RESPONSE TO THIS REQUEST IS EXPLICITLY PROHIBITED.
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1. **INTRODUCTION**

1.1 **Introduction**

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 vendor that specializes in the purchase of Electricity Supply in accordance with the terms and conditions and requirements set forth in this Request for Proposal.

1.1.1. **Purpose:** The purpose and intent of this RFP is to secure competitive electricity supply for the Frisco campus electric meter(s) which will be connected to the Oncor electric delivery company distribution system in ERCOT.

**Default Service:** Proposals must specify at least ninety (90) days notice to UNTS in the event the proposer ceases business operations in Texas to give UNTS ample time to competitively source another electricity supplier.

**Disconnection:** Respondent will not order disconnect to any of UNT’s accounts for any reason except non-payment, and then not without (a) providing at least thirty (30) days advanced written and electronic notice to UNTS, and (b) holding an in person meeting with UNTS no less than twenty (20) business days before disconnection date.

1.2 **University of North Texas System Overview**

The University of North Texas System (“UNTS”) is the only public research university system based in North Texas. It is the administrative overseer of otherwise autonomous Texas institutions of higher learning: (i) the University of North Texas, a comprehensive research institution based in Denton, (ii) the University of North Texas Health Science Center in Fort Worth, (iii) the University of North Texas at Dallas, (iv) the University of North Texas at Dallas College of Law in Downtown Dallas, and (v) now the newest addition which is the University of North Texas at Frisco branch that is still under construction. This request for proposals (RFP) is specifically for the new UNT at Frisco branch only.

After serving residents of Collin County and the surrounding areas through the Collin Higher Education Center (CHEC) since Fall 2009, UNT expanded its services to students in the Frisco area in January 2016 with the opening of classrooms at Hall Park. And in May 2018, UNT and the City of Frisco announced a partnership that will create a branch campus to serve a growing number of students long into the future. Since that announcement UNT students, faculty and staff, and Frisco area partners worked with design consultants Ayers Saint Gross on a plan for the branch campus that is expected to open with 27 undergraduate and master’s level programs. Currently, students may take classes in 23 undergraduate and master’s level programs at Hall Park, Inspire Park and the CHEC.
The branch campus will sit on 50 acres of green space, which will be incorporated into the design. Buildings will allow for adaptability to serve the campus community as it grows. This new UNT at Frisco branch campus site is located at the southwest corner of Preston Road and Panther Creek Parkway in Frisco. An artist rendering is included above.

1.3 Project Scope

Projections for UNTS’s electricity supply requirements at the Frisco campus are summarized below:

<table>
<thead>
<tr>
<th>Business Entity</th>
<th>NCP Max. kW</th>
<th>NCP Avg. kW</th>
<th>kWh/Yr at Full Load</th>
<th>Est. % LF</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNT Frisco Campus</td>
<td>928</td>
<td>696</td>
<td>4,468,936</td>
<td>55.0%</td>
</tr>
</tbody>
</table>

The ramp-up timeline including monthly usage (kWh) may need to be adjusted during the RFP process prior to contract execution.

1.4 Project Objectives and Approach/Selection

The intent of this RFP is to select and award an electricity supply contract with a single retail electricity supplier for UNTS. Please ensure that your responses to the RFP requirements are answered completely. Any proposal for additional service offerings is welcomed.

The primary objectives of this RFP are to:

- Determine the capability of each supplier to provide the proposed products and services;
- Receive innovative proposals that maximize competitive pricing to UNTS;
- Receive flexible and advantageous contract terms;
- Execution of a contract for electricity supply with a financially-sound supplier that provides the most value to UNTS.

At UNT’s sole option and discretion, it may discuss the negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest rated offers. UNTS will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. UNTS will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer, however, UNTS reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

After submission of offers, but before final selection of the Successful Offer is made, UNTS may permit a respondent to revise its offer in order to obtain the respondent’s best final offer. UNTS is not bound to accept the lowest priced offers in the competitive range if deemed to be in its best interest.

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.
Subcontracting opportunities are not expected and HUB Subcontracting Plan is not required.

UNTS’s goal is to complete this process and have a competitive supply contract in place no later than October 31, 2021.

1.5 Evaluation Criteria

This RFP and the subsequent evaluation process are designed to ensure that UNTS achieves the objectives listed above. The successful offer will be the offer that is submitted in response to this Proposal but the submittal deadline and provides the Best Value to the University in the Owner’s sole discretion. Offers will be evaluated by an evaluation committee that will include employees of the University and other persons invited by the University to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to the University by the respondent. All bid responses will be evaluated using a uniform and common set of standards. This section provides the basic evaluation criteria that will be used in the final selection process.

We will be evaluating bid responses both qualitatively and quantitatively.

The selection of the Successful Offer may be made by UNTS on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by UNTS on the basis of negotiation with any of the respondents.

UNTS reserves the right to deny any or all bids, to waive any or all informalities, and to negotiate contract terms with the successful bidder. UNTS also reserves the right to disregard all non-conforming, non-responsive, unbalanced or unconditional bids, or any bid that UNTS believes would not be in their best interest.

In evaluating responses to determine the Best Value for the University, the University may consider information related to past performance of a Respondent including, but not limited to Texas Comptroller of Public Account’s Vendor Performance Tracking System.

Qualitative Criteria

The qualitative criteria are centered on the completeness of the RFP Bid Response file, and the creativeness in developing solutions for UNTS, based on the data and requirements presented in this document. These criteria include, but are not limited to:

- Completeness of Supplier Information & Price Sheet Templates;
- Creativeness in presenting options and incentives that improve the economic value proposition;
- Assignment of an account manager / single point of contact that will manage any issue resolutions arising from a subsequent electricity supply contract, include timely resolution of billing inquiries.
- Ability to meet specific billing requirements as outlined herein.
- Contract terms and conditions;
- Contract support plan (market reports, natural gas conversions, etc.)
- Other value-added services as may be proposed by supplier

Quantitative Criteria

- The quantitative criterion relates specifically to the economic value proposition presented in the Pricing Worksheets. Key criteria will be the total delivered cost to UNTS.

Supplier Scoring

All submissions will be evaluated on the criteria shown above.

Representatives of UNTS will use the following criteria to evaluate the bidders’ responses:
A. Total Cost
B. Customer Service (designated single point of contact, billing functionality, etc.)
C. Value Added Services (i.e., Risk management tools, market reports, add/delete, etc.)
D. Experience, breadth of products and services provided
E. Financial strength of the supplier.

Please follow the instructions in the next section to ensure that your submitted response is eligible for evaluation.
2. RFP INSTRUCTIONS AND EVENT CALENDAR

2.1 UNTS Representation

For the purposes of this RFP, Elaine Robbins will be coordinating the flow of questions. Her contact information is shown below:

Elaine Robbins  
University of North Texas System  
Elaine.Robbins@untsystem.edu

2.2 RFP Instructions & Event Calendar

Suppliers are required to submit their bid response by the date and time specified in the Event Calendar table below. All responses should be submitted to the UNT System Business Service Center, 1112 Dallas Drive, Suite 4000, Denton, TX 76205.

Any bid responses received after the due date will not be accepted. UNTS may, in its sole discretion, extend the due date for any or all bidders if, in UNTS’s judgment, such action is necessary to satisfy the requirements of the RFP process. Failure to comply with this requirement may result in rejection of the response. Any change to the schedule will be posted on the UNT System website at https://www.untsystem.edu/bid-opportunities as well as the State of Texas Electronic State Business Daily (ESBD) website at http://www.txsmartbuy.com/esbd.

<table>
<thead>
<tr>
<th>RFP Event Calendar</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribution/Posting of RFP</td>
<td>8/30/2021</td>
</tr>
<tr>
<td>Bidders Submit Responses to Supplier Questionnaire &amp; Provide Sample Contract docs</td>
<td>9/14/2021</td>
</tr>
<tr>
<td>Bidders Submit RFP Response</td>
<td>9/30/2021 (12:00 noon CST) (Pricing based on Close of Business from 9/29/2021)</td>
</tr>
<tr>
<td>Bid refresh will be requested as needed</td>
<td>Varies</td>
</tr>
<tr>
<td>Supplier Short List Determined (tentative)</td>
<td>10/12/2021</td>
</tr>
<tr>
<td>Contract Negotiations &amp; BAFO’s</td>
<td>Est. Completion by 10/31/2021</td>
</tr>
</tbody>
</table>

Step 1 – Bidders may submit responses to Supplier Questionnaire & provide sample contract documents via email to elaine.robbins@untsystem.edu on September 14, 2021 by at 3:00p.m.

Step 2 - Bidders must submit one (1) unbound copy plus one (1) copy on labeled flash drive of their RFP response. Both formats must contain the exact same information. Missing information from either format may result in UNTS rejection of the response.

Materials must be enclosed in a sealed envelope, box, or container, the package must show clearly the proposal deadline, the RFP name must be clearly visible, and name and the return address of the Bidder must be clearly visible.
Please show the Request for Proposal name and submittal date in the lower left-hand corner of your sealed proposal envelope (box/container).

Late responses will not be considered under any circumstances.

Telephone responses are not acceptable.

Facsimile (“FAX”) or emailed responses are not acceptable.

Any changes or alterations to this schedule will be posted on the UNT System website at https://www.untsystem.edu/bid-opportunities and on the Electronic State Business Daily (ESBD) at http://www.txsmartbuy.com/esbd.

All questions must be received no later than September 8, 2021 at 2:00p.m. CDT. All questions and answers will be posted to the websites by 5:00p.m. CDT September 10, 2021.

2.3 Additional Guidelines and Terms

Please carefully review the following guidelines and terms that apply to this RFP. Responses to this RFP will be interpreted as an understanding and acceptance of these additional guidelines and terms:

A) Disclaimer - This RFP does not constitute an offer by UNTS to enter into a contract, nor does any response to this RFP constitute an acceptance of an offer, nor does any response to this RFP bind UNTS in any way. Additionally, any costs incurred in responding to this RFP are the responsibility of the bidder. UNTS will not be bound by any oral statement or representation contrary to the written specifications of this Response.

B) Right of Rejection / Consideration – UNTS reserves the right to deny any or all bids, to waive any or all informalities, and to negotiate contract terms with the successful bidder. UNTS also reserves the right to disregard all non-conforming, non-responsive, unbalanced or unconditional bids, or any bid that UNTS believes would not be in their best interest. At UNT’s sole option and discretion, it may discuss the negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest rated offers. UNTS will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. UNTS will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer, however, UNTS reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

C) Award of Contract - To the extent that UNTS awards contracts, they will be awarded to the supplier deemed best suited by UNTS and PPM, in its sole discretion, to meet the UNTS requirements. 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 UNT

D) Volumes and Business Profile - All volumes and business profiles are projections only. Any historical volumes are only estimates for future required volumes.
3. Supplier Proposal

3.1 Supplier Questionnaire

Each supplier must provide a complete response to each question and information request as outlined below.

1. The name, phone number and e-mail address of the supplier’s representative knowledgeable and authorized to answer questions regarding the supplier’s response to this RFP;

2. What is the name of the legal entity that will provide electricity supply to UNTS?

3. What is the credit rating of the legal entity that will provide electricity supply to UNTS?
   - If the contracting entity is not rated, please provide the legal name of the parent, or other credit support rated entity and their credit rating.

4. Does your firm provide access to billing and usage information for customers via a website or portal?

5. Please confirm that your firm can meet the billing requirement of this RFP as outlined below:
   - A summary excel spreadsheet containing at least the minimum following column headings and associated data:
     - ESIID number
     - Customer’s supplier account number
     - Customer specific site name
     - Physical address for ESIID
     - Invoice number
     - Invoice date
     - Meter read start date
     - Meter read end date
     - Energy consumption (kWh)
     - Demand (kW)
     - Energy charge ($)
     - TDSP charge ($)
     - Taxes ($)
     - Other charges, if applicable
     - Current total charges ($)
     - Power Factor (if applicable, optional)
   
   - Invoices in PDF format, in addition to spreadsheet. Summary bill by ESIID, or individual.
   
   - Summary spreadsheet and PDF’s to be e-mailed monthly. UNTS prefers to receive only one (1) invoice per month. Please indicate that your firm can meet this preference.

6. Please provide a description of how your firm will support UNTS from a customer service perspective. Provide specific names and roles of your team that would interface with UNTS.

7. What other value-added services will your firm provide to UNTS?

8. Please state your % commitment to MWBE for this contract.

9. Please provide a copy of the proposed supply contract with corresponding product exhibits, transaction confirmation(s), and all other relevant contract documentation.
3.2 **Pricing Instructions:**

Suppliers should provide pricing quotations in Excel spreadsheet format, using the Pricing Matrix template as shown below. Prices should be expressed in $/MWh terms. Do not modify the spreadsheet.

<table>
<thead>
<tr>
<th>Contract Term (Months)</th>
<th>51</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start date</td>
<td>Jan-22</td>
</tr>
<tr>
<td>End date</td>
<td>Mar-26</td>
</tr>
<tr>
<td>CY 2022 Use (kWh)</td>
<td>2,029,642</td>
</tr>
<tr>
<td>CY 2023</td>
<td>4,096,525</td>
</tr>
<tr>
<td>CY 2024</td>
<td>4,468,936</td>
</tr>
<tr>
<td>CY 2025</td>
<td>4,468,936</td>
</tr>
<tr>
<td>CY 2026 (Jan-Mar)</td>
<td>1,117,234</td>
</tr>
<tr>
<td><strong>Total Contract Usage (kWh)</strong></td>
<td><strong>16,181,272</strong></td>
</tr>
</tbody>
</table>

**Load Following Fixed Price ($/MWh) to the Load Zone, Fully Bundled**

<table>
<thead>
<tr>
<th>+/-25% Swing</th>
<th>$XX.XX</th>
</tr>
</thead>
</table>

**Pricing Notations:**

1. All pricing should be shown in $/MWh units.
2. All pricing should be based on a start date 1/1/2022 for a term of fifty-one (51) months, through the first regularly scheduled meter read on or after 3/31/2026.
3. Payment terms should be Net 30 days.
4. Load following fixed prices should be delivered to the ERCOT North Load Zone inclusive of all competitive supply charges. Includes, but is not limited to, Energy, Losses, UFE, Ancillary Services, ERCOT fees, Congestion, and Retail fees.
5. Pricing should include a minimum of +/-5% Add/Delete for total contracted volumes (measured on a contract year basis), where adds and deletes are netted. If you can offer additional add/delete % without additional cost, or if the Add/Delete % is measured cumulatively, please notate accordingly in your bid.
6. Please sign & date your Proposal spreadsheet.
4. ATTACHMENTS

4.1 UNTS RFP Pricing Matrix
   See Excel Spreadsheet filename: UNTS-Frisco Pricing Matrix_2021-08-30.xlsx

4.2 UNTS Statement of Interest
   Return completed and signed with the Excel Spreadsheet – UNTS-Frisco Pricing Matrix

4.3 ATTACHMENT “A” TERMS AND CONDITIONS
Qualifications of: __________________________________________

(Company Name)

The University of North Texas System (UNTS), subsequently referred to as the Owner, is accepting Proposals from Respondents for a contract, pursuant to Sec. 51.780, Texas Education Code, in accordance with the terms, conditions and requirements set forth in this Request for Proposals (RFP). This RFP provides sufficient information for interested parties to prepare and submit qualifications for consideration by the UNTS.

Proposals will be received up to 12:00pm CDT on September 30, 2021. Proposals received after the date and hour above stated will not receive consideration. Location shall be at the UNT System BSC, Woodhill Square, 1112 Dallas Drive, Suite 4000, Denton, Texas 76205.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

TO: Elaine Robbins
   University of North Texas System
   Business Service Center
   Woodhill Square
   1112 Dallas Drive, Suite 4000
   Denton, Texas 76205

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish proposal for the Electricity Supply services as required pursuant to the aforementioned documents.

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 (30) days following the later 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. Payment Applications and any required supporting documents must be presented to: University of North Texas System Facilities; 1155 Union Circle #311040, Denton, Texas 76203-5017.

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

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

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

   d. 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.

SALES TAX

Purchases made for the Owner’s 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.
ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial, if applicable)

<table>
<thead>
<tr>
<th>No. 1:</th>
<th>No. 2:</th>
<th>No. 3:</th>
<th>No. 4:</th>
<th>No. 5:</th>
<th>No. 6:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dated:</td>
<td>Dated:</td>
<td>Dated:</td>
<td>Dated:</td>
<td>Dated:</td>
<td>Dated:</td>
</tr>
</tbody>
</table>

An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejection of the entire proposal. This proposal is valid and will be honored for a period of 60 days following the proposal opening.

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT’S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SECTION WILL RESULT IN DISQUALIFICATION OF YOUR FIRM.

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFP documents and contained herein.

2. By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.

3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS’s option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the Respondent hereby certifies that 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, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.

7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, 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 formerly contaminated property

UNT Frisco Campus Electricity Supply
RFP769-22-971ER
STATEMENT OF INTEREST
Products and services from economically depressed or blighted areas
Vendors that meet or exceed air quality standards

Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.

8. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:

- Historically Underutilized Business
- Small Business (House Bill 366, 64th Legislature)
- Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
- Certified by Texas Department of Commerce
- Status not claimed

9. By signature hereon, Respondent certifies as follows:

"Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

"Under Section 2155.004, Texas Government Code, the vendor or applicant 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 this certification is inaccurate."

10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.

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

Name of former Executive: ________________________________
Name of State Agency: ________________________________
Date of separation from State agency: ____________________
Position with Respondent: ___________________________ Date of employment with Respondent: ____________

12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).

13. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

14. Suspension, Debarment, and Terrorism: Respondent further certifies that the Respondent 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 Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent 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.

15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
16. By signature hereon, Respondent will comply with and agree to use E-Verify System in accordance with State of Texas Executive Order RP-80 throughout this project as appropriate.

17. Respondents should give Payee ID Number, full firm name, and address of Respondent below 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 Federal Employer's Identification Number.

Complete the following:

Payee ID No. ____________________________            If a Corporation
State of Incorporation: ________________________
FEI No. ____________________________              Charter No: ____________________________
Company Information:                            Submitted by:

(Company Name)                                 (Authorized Signature)
(Street Address Line 1)                         (Printed Name/Title)
(Street Address Line 2)                         (Date)
(City, State, Zip Code)                         (Telephone Number)
                                               (Facsimile Number)
                                               (Email address)
ATTACHMENT A - TERMS AND CONDITIONS

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

1.1 Response Requirements:
   a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.
   b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
   c. Responses should be submitted on this form. Responses will be time stamped on or before the hour and date specified for the response opening.
   d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
   e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
   f. Response prices are to be firm for UNTS acceptance for 180 days from response opening date. “Discount from list” Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
   g. Respondents must give unit prices for each item to be purchased. Respondents may 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,
   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 FOR RESPONSE— UNTS 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 names, numbers, etc.
   p. Unless otherwise specified, items offered shall be new and unused.
   q. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
   r. Samples, when requested, must be furnished free of expense to UNTS. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample 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 (without accepted reasons) or failure to meet specifications authorizes UNTS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
   c. No substitutions permitted without written approval of UNTS Business Service Center Procurement Services.
   d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Service Center Procurement Services.

1.4 Inspection and Tests: 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;
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 U.S.C.A. § 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 or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

a. The respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuitly, 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 this certification is inaccurate.

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

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

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

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

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

   Name of former Executive: _____________________________________________

   Name of State Agency: ________________________________________________

   Date of separation from State agency: _________________________________

   Position with respondent: ______________________ Date of employment with respondent: ______________________

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

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

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

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

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

iii. Compliance with the contested case proceeding provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the UNTS and its component institutions nor any conduct of any representative of the UNTS and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent’s claim is governed by the published Rules adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The 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 Service Center Director of Procurement Services.

iv. Venue and service of process for suits involving UNTS is governed by Section 105.151 of the Texas Education Code.

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

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

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

e. **RESPONSE RESULTS:** It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at https://bsc.untsystem.edu/content/bid-inquiry. UNTS shall release information to the extent required by the Texas Public Information Act and other laws. 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 (CBML) for Historically Underutilized Businesses (HUB). The CBML is located at: http://www.window.state.tx.us/procurement/. Non-HUB respondents are identified from various sources including the CBML.

1.13  **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.

1.14  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.

1.15  **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 provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
1.16 **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.

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

1.18 Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov’t Code, Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.

1.19 Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.