REQUEST FOR PROPOSAL

RFP No.: RFP763-21-148699DH
Title: Educational Ultrasound Machines for SIM UNTHSC

Proposal Submittal Deadline: July 15, 2021, 2:00 pm, local time

Prepared by:
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Date Issued: June 17, 2021
REQUEST FOR PROPOSAL

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SECTION 1: INTRODUCTION

1.1 UNTS System Description
The University of North Texas System (UNTS) is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2 Background
UNTS is seeking proposals for Educational Ultrasound Machines for SIM (NIGP commodity code 334-18). The University of North Texas Health Science Center Simulation Department has the need for additional updated educational ultrasound equipment.

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

SECTION 2: NOTICE TO PROPOSER

2.1 Submittal Deadline
UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on July 15, 2021 (the “Submittal Deadline”).

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

Denise Harpool, Construction Solicitation Coordinator

The University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UNTS Contact via the following link: https://www.untsystem.edu/bid-inquiry.

The UNTS Contact must receive all questions or concerns no later than 2:00 pm on July 1, 2021. It is UNTS’ intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3 Criteria for Selection
The successful Proposer(s), if any, will be the Proposer(s) who submit a response to this RFP on or before the Submittal Deadline, and whose response is the best value UNTS, taking into consideration the evaluation criteria contained herein. Selection by UNTS will be in accordance with the requirements and specifications set forth in this RFP. The successful Proposer(s) is/are referred to as the “Contractor”. UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of the University, with UNTS being the sole judge thereof.
Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the services.

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

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

2.3.1 Ability to meet all required deadlines (8/10/21)
2.3.2 The Vendors relevant experience, qualifications, and success in providing the goods and services outlined in this RFP. (Equipment meets specification requirements)
2.3.3 The Vendors financial proposal including, but not limited to discounts, services and other charges/fees. (Pricing)
2.3.4 The Vendors references as outlined in this RFP. (3) Quality of post implementation customer support.

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

2.4 Schedule of Key Events

Issuance of RFP ................................. 6/17/2021
Pre-Submittal Conference ................... 6/24/2021, 1:00 pm
(Ref. Section 2.6 of this RFP)
Deadline for Questions/Concerns ........... 7/1/2021, 2:00 pm
(Ref. Section 2.2 of this RFP)
Answers to Questions posted ............... 7/8/2021, 5:00 pm
Submittal Deadline ............................ 7/15/2021, 2:00 pm, local time
(Ref. Section 2.1 of this RFP)

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of $100,000 or more shall, before agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

UNTNS has determined that subcontracting opportunities (check one) ☐ are probable ☒ are not probable under the agreement.

If required, all proposers must submit a HUB subcontracting plan (HSP). A copy of the HSP forms and related information is attached to this RFP. For questions regarding the HUB Program or submittal of your HSP, vendors may contact Aurika Weaver-White, HUB Program at Aurika.Weaver-White@untsystem.edu.
The HSP must be submitted in its own individual sealed package, and marked with “HSP” and the RFP # on the outside. This sealed package is to be included in the master container along with the sealed bid response.

**If required** FAILURE TO SUBMIT AN HSP WITH YOUR RESPONSE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

### 2.6 Pre-Submittal Conference
A pre-submittal conference will be held on **6/24/2021, 1:00 pm** at virtually via Teams Meeting:

- Microsoft Teams meeting
- Join on your computer or mobile app
  - Click here to join the meeting
- Or call in (audio only)
  - +1 940-304-2772,193475502#
  - United States, Denton
  - Phone Conference ID: 193 475 502#
  - Find a local number | Reset PIN
  - Learn More | Meeting options

## SECTION 3: SUBMITTAL OF PROPOSAL

### 3.1 Number of Copies
Proposer must submit one (1) complete original copy of its entire proposal. An original signature by an authorized officer must appear on the Execution of Offer (ref. Appendix One, Section 2) of submitted proposal. The Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

*The University does not consider electronic signatures to be valid for submittal of competitive solicitation responses.*

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

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

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

**NOTE: Due to COVID19, the delivery of responses should be between the hours of 8:00a.m. to 2:00p.m. The BSC is closed for lunch from 12:00p.m. to 1:00p.m.**

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

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

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this RFP (ref. Section 2.5 of the RFP.)
Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above. Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container). If an HSP is required (refer to Section 2.5), both the proposal and the completed HSP must be in individual sealed envelopes and both envelopes placed in one sealed master container.

Note: Electronic submittals via facsimile or other electronic means will not be accepted, unless otherwise specified within this RFP.

3.3 Proposal Validity Period
Each proposal must state that it will remain valid for UNTS’ acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and, any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4 Terms and Conditions
3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. Section 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:
   3.4.1.1 Specification (ref. Section 5 of this RFP),
   3.4.1.2 Proposal Requirements (ref. Appendix One),
   3.4.1.3 Notice to Proposers (ref. Section 2 of this RFP).

3.4.2 UNTS intends to enter into an agreement with the Contractor in substantially the form of the attached Sample Agreement. (refer to Click to enter Attachment name). Award is contingent upon the successful execution of agreement.

3.5 Submittal Checklist
Proposer is to complete, sign, and return the following documents as a part of its proposal. Failure to return each of these items with the proposal may result in rejection of the proposal.
3.5.1 Signed and Completed Execution of Offer (ref. Appendix One, Section 2).
3.5.2 If required Signed and Completed HUB Subcontracting Plan. (ref. Section 2.5 of this RFP).
3.5.3 Responses to Proposer's General Questionnaire (ref. Appendix One, Section 3).
3.5.4 Signed and Completed Addenda Checklist (ref. Appendix One, Section 4).
3.5.5 Responses to evaluation criteria.

SECTION 4: GENERAL TERMS AND CONDITIONS

UNTS’ standard purchase order terms and conditions can be found at https://www.untsystem.edu/sites/default/files/documents/bsc_po_terms_2019.pdf. Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this RFP).

4.1 Term
The initial term of the contract resulting from this RFP shall be for the purchase of equipment plus requested warranty and service.

4.2 Exceptions
Any exceptions to the terms in either our standard purchase order terms and conditions or those included in the sample agreement should be clearly stated and included in a separate section of the Proposer’s response and marked “exceptions”. Proposers are advised that should UNTS not accept a stated exception, the result might be in the disqualification of the proposal.
SECTION 5: SCOPE OF SERVICES

5.1 Vendor Minimum Requirements/Qualifications- Scope of Work

Delivery to the University of North Texas Health Science Center Simulation department (2) two Educational Ultrasound, printed manual for all equipment in English and (5) five-year manufacturer warranty. Delivery of equipment to UNT HSC Simulation Department c/o Central Receiving, 3420 Darcy St. Fort Worth, Texas 76107 by August 10, 2021.

5.2 Specifications/Deliverables

Minimum Mandatory Offeror Qualifications:

Two (2) each - Educational Ultrasound system with 3 transducer ports
15” high resolution touchscreen/wide-angle view monitor
Lithium-ion battery capable of supporting 2 hours or more of continuous scanning
128gb solid hard drive
Doppler flow imaging w/high pulsed repetition frequency
internal wi-fi
built-in voice control
50-61” adjustable height mobile cart with gel holder, printer bracket, storage bin
Realtime color flow tracking and optimization
HDMI output
4 USB 3.0 ports
Transducers - 1) 38mm linear probe 2) 60mm Convex Array Transducer 3) 90-degree sector probe

Equipment Service Requirements:

Must be able to provide training on product features, system operation, configuration, transducer care and cleaning.
Five-year warranty on main system and parts.
Technical phone support Monday-Friday, 7 a.m. - 7 p.m. CST (excluding holidays)
Five-year coverage on standard transducers (normal wear and tear)
Five-year software performance updates
Loaner provided during factory repair
Warranty for 5 years
Updates for ultrasound machine and educational pieces must be included in pricing.
Education component included

Include (3) Vendor references with your proposal.

5.3 Pricing/Fees

List (line items) in the proposal document all pricing fees and associated costs related to delivery of the Educational Ultrasound plus requested equipment, per the specification of this RFP.

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations
UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTS’s responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to UNTS’ Bid Opportunities Web Page located at: https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist in Section 4 of this appendix. The Addenda Checklist should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from UNTS is responsible for notifying UNTS that it has received an RFP package, and should provide its name, address, telephone number and FAX number to UNTS, so that if UNTS issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

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

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

1.4 Type of Agreement
Refer to the attached Sample Procurement Agreement

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

UNTS may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, UNTS may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, UNTS will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At UNTS’ sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all proposers at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event,
representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

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

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

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

1.8 Proposal Requirements and General Instructions
1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.
1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.
1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria
1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS' sole discretion.
1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.
1.9 **Execution of Offer**

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

1.10 **Pricing and Delivery Schedule**

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

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

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

1.11 **Proposer's General Questionnaire**

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

1.12 **Addenda Checklist**

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

1.13 **Submittal**

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

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

Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above.

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

UNTNS will not accept proposals submitted by telephone, proposals submitted by facsimile (“fax”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

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

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

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

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

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

Section 2: Execution of Offer

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

2.1 By signature hereon, Proposer represents and warrants the following:
2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.
2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
2.1.6 If selected by UNTS, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UNTS will rely
on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.  

2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, The University of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.  

2.1.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.  

2.2 By signature hereon, Proposer offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.  

2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.  

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.  

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.  

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.  

2.7 By signature hereon, Proposer certifies as follows:  

"Under Section 231.006, Family Code, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."  

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to
UNTS in writing; (ii) Proposer has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, Government Code). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.

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

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

2.11 By signature hereon, Proposer affirms its compliance with Texas Administrative Code Title 1, Part 10, Chapter 213, Subchapter C, Rule §213.38, Electronic and Information Resources Accessibility Standards for Institutions of Higher Education.

2.12 By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

2.13 By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.

2.14 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.

2.15 If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), Health & Safety Code, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code. Section 361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.16 By signature hereon, Bidder acknowledges special preference for all Manufacturers that have a program to recycle the Computer Equipment of other Manufacturers, which program includes collection events and Manufacturer initiatives to accept Computer Equipment labeled with another Manufacturer's brand. The preference may take the form of extra evaluation points or be the tie-breaking factor among equal bids.

2.17 Proposer should complete the following information:

If Proposer is a Corporation, then list the State of Incorporation: ________________________________

If Proposer is a Corporation, then list the Proposer’s corporate charter number:

_______________________________

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

Submitted and Certified By:

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

Section 3: Proposer’s General Questionnaire

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

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

3.1 Proposer Profile

Company’s Legal Name:
Address of principal place of business:

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

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

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Number of years in Business: ____________

State of incorporation: ________________

Number of Employees: _________________

Annual Revenues Volume: _______________

Name of Parent Corporation, if any (mark “N/A” if not applicable)

____________________________________________________________________

Are you a certified Historically Underutilized Business (HUB)? (check one) ☐YES ☐NO

If “Yes”, please indicate the issuing authority

____________________________________________________________________

and include copy of your certificate in your bid response package.
Section 4: Addenda Checklist

Proposal of:  
(Proposer Company Name)

To:  
The University of North Texas System

RFP Title:  

RFP No.:  

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial where applicable).

Note: Only check the boxes that apply.  For example, if there was only one addendum, initial just the first blank after “No. 1”, not all 5 blanks below.

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

Respectfully submitted,

Proposer:  
(Company Name)

By:  
(Authorized Signature Name, print or type)

(Title)

(Date)

Signature (authorized signature)

-END-
PURCHASE AGREEMENT

University: University of North Texas

Vendor:

Product(s):

Price: $  

Delivery: Delivery shall be FOB Destination.

Warranty:

Payment. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to University; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov’t Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against University. 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 this 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.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. 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.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written notice to Vendor that University may terminate the Agreement without further duty or obligation.

Public Information. 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.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Gov’t 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.

Israel Non-Boycott Verification. Pursuant to Texas Gov’t Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.
EXHIBIT A

See attached quote

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