REQUEST FOR Qualifications (RFQ)

RFQ No.: 769-20-0821JR
Title: Internal Audit Review

Qualifications Submittal Deadline: October 17, 2019, 2:00 pm, local time

Prepared by:
Jill Roys, Lead Buyer
University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Date Issued: September 19, 2019
REQUEST FOR PROPOSAL

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ATTACHMENT(S) *(as separate files)*

Attachment A: Sample Professional Services Agreement

Attachment B: Hub subcontracting Plan. May be found at: on the Bid Opportunities Page at:

https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities
SECTION 1: INTRODUCTION

1.1 UNTS System Description
The University of North Texas System (UNTS) is seeking qualifications statements for a vendor to perform an internal review of the UNTS’s Internal Audit Department. (NIGP commodity code 918. UNTS is a University system that is composed of the University of North Texas 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 44,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Qualifications submitted in response to this RFQ 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
In accordance with state of Texas Local government Code 2254 the UNTS is seeking to identify and contract with a qualified vendor(s) to provide a comprehensive review of the University of North Texas System’s Internal Audit practices to the Institute of Internal Auditor’s International Standards for Professional Practice of Internal Auditing, and best industry practice. The vendor shall also evaluate the efficiency and effectiveness of Internal audit in carrying out its mission and perform other services as outlined in section 5 of this RFQ.

The UNT Internal Audit team consists of 20 staff including 18 audit professionals. There are currently 39 audits on the FY20 audit plan.

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 awardee 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 SUBMITTERS

2.1 Submittal Deadline
UNTS will accept responses submitted in response to this RFQ until 2:00 p.m., local time, on October 17, 2019 (the “Submittal Deadline”).

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

Ms. Jill Roys Lead Buyer

The University specifically instructs all interested parties to restrict all contact and questions regarding this RFQ 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 3:00pm local time on October 3, 2019. 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 RFQ 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 awardee(s), if any, will be the Submitter(s) who submit a response to this RFQ 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 RFQ. The awardee (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.
An evaluation team from UNTS will evaluate responses. The evaluation of qualifications and the selection of Contractor will be based on the information provided by Submitter in its statement of qualifications. Submitters 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.

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

2.3.1 Corporate background and experience (See Section 5.3)
2.3.2 Methodology and service approach
2.3.3 Credentials of Team members who will serve our account
   (Include resumes of key personnel who be on this team)
2.3.4 Quality and organization of submission

Furthermore, UNTS may consider the reputation of the Submitter as well as 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 RFQ................. 9/19/2019
Pre-Submittal Conference..... 10/2/2019, 2:00pm local time
   (Ref. Section 2.6 of this RFQ)
Deadline for Questions/Concerns......10/3/2019, 3:00pm local time
   (Ref. Section 2.2 of this RFQ)
Answers to Questions posted... 10/11/2019, 2:00 pm, local time
Submittal Deadline............... 10/17/2019, 2:00pm, local time
   (Ref. Section 2.1 of this RFQ)
Anticipated Contract Award Date... 11/22/2019, 2:00pm, local time
Anticipated Contract Start Date... January 2020

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.

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

Accordingly, all responders must submit a HUB subcontracting plan (HSP). A copy of the HSP forms and related information is attached to this RFQ. For questions regarding the HUB Program or submittal of your HSP, vendors may contact either Greg Obar, Associate Director, HUB Program at Greg.Obar@untsystem.edu.

The HSP must be submitted in its own individual sealed package, and marked with “HSP” and the RFQ# on the outside. This sealed package is to be included in the master container along with the sealed bid response.

FAILURE TO SUBMIT AN HSP WITH YOUR RESPONSE MAY RESULT IN THE DISQUALIFICATION OF YOUR response.

2.6 Pre-Submittal Conference
A pre-submittal conference will be held on 10/2/2019, 2:00 PM at the University of North Texas System Business Service Center located at 1112 Dallas Drive, Room 4202A, Denton, Texas 76205

SECTION 3: SUBMITTAL OF Qualifications

3.1 Number of Copies
Submitter must submit one (1) complete original copy of its entire Statement of qualifications original signature by an authorized officer must appear on a cover letter with the Statement of qualifications and a signature on the Appendix 1, Section 2, and Execution of Offer.

The University does not consider electronic signatures valid for submittal of competitive solicitation responses. Therefore, the original signature must be a “wet signature.”
In addition to the original response, Responders shall submit one (1) complete copy of the entire response electronically on a USB flash drive. The USB flash drive must include a protective cover and be labeled with Submitter’s name and the RFQ number.

3.2 Submittal

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

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

Responses 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.

Request for Qualifications 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 pro 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 RFQ.

3.3 This Section Not Used

3.4 Terms and Conditions

3.4.1 Submitter must comply with the requirements and specifications contained in this RFQ, including the Notice to Submitters (ref. Section 2 of this RFQ), Proposal Requirements (ref. Section 5 of this RFQ). If there is a conflict among the provisions in this RFQ

3.4.2 UNTS intends to enter into an agreement with the Contractor in substantially the form of the attached Sample Agreement. (refer Sample Agreement may be found at https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities). Award is
contingent upon successful negotiations with the submission noted as most qualified.

3.5 Submittal Checklist
Submitter 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 Signed and Completed HUB Subcontracting Plan. (Ref. Section 2.5 of this RFQ). **PLEASE SUBMIT THIS INFORMATION IN A SEPARATE ENVELOPE AS SPECIFIED IN SECTION 2.5.**

3.5.3 Responses to Submitter'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.

3.5.6 over letter signed by an authorized agent of the submitter

SECTION 4: GENERAL TERMS AND CONDITIONS

UNTS’ standard purchase order terms and conditions can be found at https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf. Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this RFQ).

4.1 **Term.**
The initial term of the contract shall be for the length of time to complete the project. Once the review is conducted, the University of North Texas System reserve the right to contract with the awardee for similar services up to two (2) years following the award.

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 Submitter’s response and marked “exceptions”. Submitters are advised that should UNTS not accept a stated exception, the result might be in the disqualification of the submission.
SECTION 5: SCOPE OF SERVICES

5.1 Vendor Minimum Requirements/Qualifications

The reviewer at a minimum must be either a certified Internal Auditor (CIA) or a Certified Public Accountant (CPA) licensed to practice in the State of Texas, and have a minimum of three (3) years’ work experience in performing similar Internal Audit assessments.

5.2 Specifications/Deliverables

The scope of the review will include:

- A comprehensive review of the Internal Audit function including:
  - Staffing capabilities assessment including assessment of maturity level against the Institute of Internal Auditors’ Capability Model.
  - Staffing analysis to assess the structure and size of UNTS’ Internal Audit function.
  - Benchmarking of Internal Audit activities:
    - Risk Assessment methodology
    - Internal audit project plan
    - Staffing and services as compared with peer institutions and industry
    - Reporting methodology
    - Customer feedback
  - Outsourcing options
  - Identify opportunities to enhance UNTS Internal Audit leadership, strategic planning, management of resources, processes, and strategic partnerships to demonstrate value to UNT System and all member institutions.

Recommendations should include, at a minimum, updates to the current internal audit charter and related policies, metrics to demonstrate effectiveness and value of UNTS Internal Audit, streamlined reporting, the structure and size of the audit function, training and practices; including monitoring and procedures, and ability to meet industry best practices and the needs of all member institutions.
The qualified reviewer will submit a preliminary summary report to the Audit Committee and the Chancellor, which would include observations, findings and recommendations, by the qualified reviewer.

Additionally, the final report would include all observations, findings and recommendations and any required management responses and action plans.

The review will be confidential, with the results only provided to designated UNTS representatives. The independent party shall prepare a written report upon completion of the review. The report will be addressed to the University of North Texas System Chancellor and the Audit Committee. If requested a presentation will be made to the Board of Regents Audit Committee and/or to the Board as a whole.

5.3 Corporate Background and Experience

Please include with your response the following information:

- Headquarters Address
- Type of ownership, i.e., partnership, corporation
- If the respondent is a subsidiary or affiliate? If so, please print name organization
- Federal Taxpayer Identification
- References from at least three (3) previous engagements similar in size and scope in the last five (5) years

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose

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

By submitting a response, Submitter certifies that it understands this RFQ 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. Submitter also certifies that it understands that all
costs relating to preparing a response to this RFQ will be the sole
responsibility of the Submitter.

SUBMITTER IS CAUTIONED TO READ THE INFORMATION
CONTAINED IN THIS RFQ 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 RFQ and mail its response as an Addendum to all
parties recorded by UNTS as having received a copy of this RFQ. 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 RFQ 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 RFQ 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. Submitters 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.

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

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

1.3 Public Information
Submitter 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 RFQ is subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Submitter 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 sample professional services agreement, which may be found at https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities.

1.5 Proposal Evaluation Process
UNTS will select Contractor by using the request for qualifications (RFQ) process described in this Section.

It is the intention of the University of North Texas System to evaluate the qualifications of each company submitting a response against the evaluation criteria and specifications contained within this RFQ. In turn, the UNTS will negotiate with the top ranked company submitting a response with the intention of arriving at a contract that may be executed by the parties memorializing the negotiations. Should negotiations not proceed satisfactorily and terms and conditions agreed upon, the UNTS will then proceed to negotiate with the next highest ranked response. This process shall continue until a contract is executed or all submissions rejected.

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

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

1.7 Solicitation for qualifications and Preparation Costs
Submitter understands and agrees that (1) this RFQ is a solicitation for qualifications and UNTS has made no representation written or oral that one or more agreements with UNTS will be awarded under this RFQ; (2) UNTS issues this RFQ 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) Submitter will bear, as its sole risk and responsibility, any cost that arises from Submitter’s preparation of a response to this RFQ.

1.8 Submission Requirements and General Instructions
1.8.1 Submitters 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 in response to this RFQ will become the property of UNTS.
1.8.3 UNTS will not provide compensation to Submitter for any expenses incurred by the Submitter for proposal preparation or for demonstrations or oral presentations that may be made by Submitter. Responder submits its qualifications at its own risk and expense.
1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFQ in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS’s sole discretion.
1.8.5 Responses should be prepared simply and economically, providing a straightforward, concise description of Submitter’s ability to meet the requirements and specifications of this RFQ. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this
RFQ. Submitters 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 RFQ. 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 RFQ or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Submitter concerning any item contained in its proposal prior to final selection. Telephone conference or personal meeting with or writing may provide such clarification to UNTS, at UNTS’s sole discretion. Representations made by Submitter within its proposal will be binding on Submitter.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFQ 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 RFQ, 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
Submitter 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 Submitter duly authorized to bind the Submitter 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 Addenda Checklist
Submitter should acknowledge all addenda to this RFQ (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.
1.11 Submittal
Submitter should submit all qualifications statements and related materials enclosed in a sealed envelope, box, or container. The RFQ No. (ref. Section 1.3 of this RFQ) and the Submittal Deadline (ref. Section 2.1 of this RFQ) 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 Submitter should be clearly visible.

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

Note: If this solicitation requires the submittal of an HSP, the completed HSP documents and the qualifications 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 RFQ number, name, and Submittal Deadline, as stated above.

Upon submitter’s request and at Submitter’s expense, UNTS will return to a Submitter its response 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 RFQ.

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

Except as otherwise provided in this RFQ, no response may be changed, amended, or modified after it has been submitted to UNTS. However, a submission may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No response may be withdrawn after the Submittal Deadline without UNTS’s consent, which will be based on Submitter’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, Submitter 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 RFQ and (b) do not place any requirements on UNTS that are not set forth in this RFQ or in the Appendices to this RFQ. Submitter further certifies that the submission of a proposal is Submitter'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 the response.

1.14 Page Size, Binders, and Dividers
Qualifications and other requested information 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 response and included as labeled attachments. Sections within a response. Tabs for ease of reference should divide submissions.

1.15 Table of Contents
Submissions must include a Cover letter signed by an authorized official as well as 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 RFQ, 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 Submitter 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 the RESPONSE. . FAILURE TO COMPLETE, SIGN
AND RETURN THIS EXECUTION OF OFFER WITH THE SUBMITTER’S RESPONSE MAY RESULT IN THE REJECTION OF THE SUBMISSION.

2.1 By signature hereon, Submitter represents and warrants the following:

2.1.1 Submitter acknowledges and agrees that (1) this RFQ is a solicitation for QUALIFICATIONS and is not a contract or an offer to contract; (2) the submission of qualifications by Submitter in response to this RFQ will not create a contract between UNTS and Submitter; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFQ; and (4) Submitter will bear, as its sole risk and responsibility, any cost arising from Submitter’s preparation of a response to this RFQ.

2.1.2 Submitter is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Submitter has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Submitter 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 Submitter understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Agreement under which Submitter will be required to operate.

2.1.6 If selected by UNTS, Submitter will not delegate any of its duties or responsibilities under this RFQ or the Agreement to any subcontractor, except as expressly provided in the Agreement.

2.1.7 If selected by UNTS, Submitter 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 RFQ are current, complete, true and accurate. Submitter acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Submitter will notify UNTS immediately of any material change in any matters with regard to which Submitter has made a statement or representation or provided information.

2.1.9 Submitter 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 Submitter or any agent, employee, subcontractor, or supplier of Submitter in the execution or performance of any contract or agreement resulting from this RFQ.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Submitter under any contract or agreement resulting from this RFQ may be applied directly to any debt or delinquency that Submitter 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, Submitter offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFQ.

2.3 By signature hereon, Submitter affirms that it has not given or offered to give, nor does Submitter 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 submission or any resulting contracts, and the Submitter may be removed from all proposal lists at UNTS.

2.4 By signature hereon, Submitter certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, that Submitter is exempt from the payment of those taxes, or that Submitter 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, Submitter hereby certifies that neither Submitter nor any firm, corporation, partnership or institution represented by Submitter, 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, Submitter certifies that the individual signing this document and the documents made a part of this RFQ, is authorized to sign such documents on behalf of Submitter and to bind Submitter under any agreements and other contractual arrangements that may result from the submission of Submitter’s proposal.

2.7 By signature hereon, Submitter certifies as follows:

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

2.8 By signature hereon, Submitter 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 Submitter that is a sole proprietorship, the officers or directors of any Submitter that is a corporation, the partners of any Submitter that is a partnership, the joint venturers of any Submitter that is a joint venture or the members or managers of any Submitter 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) Submitter 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 Submitter’s proposal or any contract resulting from this RFQ (ref. Section 669.003, Government Code). All disclosures by Submitter in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Submitter.

2.9 By signature hereon, Submitter certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
2.10 By signature hereon, Submitter affirmatively states that it does not boycott Israel, pursuant to Texas Gov’t Code Section 2270.001. Additionally, Submitter shall not engage in a boycott of Israel during the term of this Agreement.

2.11 By signature hereon, Submitter 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, Submitter represents and warrants that all products and services offered to UNTS in response to this RFQ 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 RFQ.

2.13 Submitter 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 Submitter.

2.14 If Submitter will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Submitter’s proposal then, pursuant to Section 361.965(c), Health & Safety Code, Submitter 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.
2.15 Submitter should complete the following information:

If Submitter is a Corporation, then list the State of Incorporation: ___ __________________________

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

RFQ No.: 769-20-0821JR
Title: Comprehensive Internal Audit Review

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:

(Submitter Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Submitter’s Street Address)

(City, State, Zip Code)
Section 3: Submitter’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 Submitter’s General Questionnaire. Submitter 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, Submitter should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Submitter will explain the reason when responding N/A or N/R.

3.1 Submitter 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.

THIS AREA LEFT INTENTIONALLY BLANK
Section 4: Addenda Checklist

Proposal of:

_______________________________________________________
____

(Submitter Company Name)

To: The University of North Texas System

RFQ Title _________________________________________________

RFQ No.: _________________________________________________

The undersigned Submitter hereby acknowledges receipt of the following Addenda to the captioned RFQ (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,

Submitter:

_______________________________________________________
____

(Company Name)

By:

_______________________

—

(Authorized Signature)
PROFESSIONAL SERVICES AGREEMENT

Effective Date:

University:

University Address: Attn:

Contractor:

Contractor Address: Attn:

Services: The Services to be provided under this Agreement are set forth in Exhibit “A” Scope of Services, attached hereto and incorporated herein for all purposes.

Completion Date:

Compensation:

RECITALS

This Professional Services Agreement is made and entered into by University and Contractor as of the Effective Date.

WHEREAS, University desires that Contractor provide the Services, and Contractor desires to provide the Services to and for the benefit of University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Contractor agree as follows:

AGREEMENT

1. Provision of Services. Contractor shall provide all necessary personnel, equipment, material, supplies, and facilities in the performance of the Services. Contractor shall perform the Services with that standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of similar services.

2. Term. Unless otherwise terminated in accordance with the provisions set forth herein or by mutual written agreement of the parties, the initial term of this agreement shall begin on the Effective Date, and continue through the Completion Date, unless otherwise extended or terminated by the parties.

3. Termination. UNT may terminate this Agreement at any time upon 10 days prior notice. Either party has the right to terminate this Agreement if the other party is in default of any obligation hereunder. Contractor shall be entitled to compensation or services rendered through the effective date of termination.
4. **Payment of Compensation.** University shall pay the Compensation to Contractor in accordance with the payment terms set forth above, provided that, if no payment terms are specified payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Contractor 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 - Payment Services  
1112 Dallas Drive, Suite 4000  
Denton, TX 76205

5. **No Assignment or Delegation.** This Agreement, and the rights and obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

6. **Property Rights.** University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this Agreement or the Services. Contractor agrees that such works are “works for hire” and assigns all of Contractor’s right, title, and interest to University.

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

8. **Public Information.** University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Contractor shall make public information available to University in an electronic format.

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

10. **Non-Waiver.** No failure by either party to insist upon the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
11. **Indemnity.** Contractor agrees to indemnify and hold harmless University and its regents, officers, agents, and employees, from and against any liability, losses, or damages it may suffer as a result of claims, demands, causes of action, costs, or judgments against it arising out of Contractor’s arising out of any act or omission by Contractor in the provision of the Services.

12. **Breach of Contract Claims Against University.** University is required by law to provide notice that 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 Agreement, then the statutory dispute resolution process must be used by the Contractor to attempt to resolve all of its disputes arising under this Agreement.

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

14. **Incorporation and Entire Agreement.** This Agreement incorporates the usual and customary University purchase order and the terms, conditions, and notices contained therein are included herein for all purposes. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, and the corresponding University purchase order constitute the entire agreement between the parties and contain all the agreements between the parties with respect to Contractor and the provision of the Services. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

15. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals to be effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS

By: _________________________________
Bob Brown
Vice President for Finance and Administration
Date: ________________________________

CONTRACTOR NAME

By: _________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
EXHIBIT “A”
SCOPE OF SERVICES

Contractor shall provide the following Services:

  Fully describe scope of services, deliverables, and interim/expected deadlines