

REQUEST FOR PROPOSAL

IF NOT BIDDING, DO NOT RETURN THIS FORM.

Request for Proposal #:

Request for Proposal Name:

RFP DUE DATE AND TIME:

RFP752-9-75915-MR

Database Evaluation Project

June 29, 2009 @ 2:00 PM

RETURN SEALED PROPOSALS TO:

Physical Address (i.e. hand delivery and overnight):

University of North Texas
Purchasing and Payment Services
University Services Building
2310 N. I-35E
Denton, Texas 76205

Via US Postal Mail Only: (NOTE: Add additional response time for delivery to dept.)

University of North Texas
Purchasing and Payment Services
1155 Union Circle # 310499
Denton, Texas 76203-5017

INSTRUCTIONS FOR A FACSIMILE RESPONSE:

UNT fax number is (940) 369-7145.

Facsimile responses to any Request for Proposal must include all pages of the RFP, be signed and show the price RFP, RFP number, opening date, description (brand model, etc.) of product and delivery promises.

If there are any questions regarding this RFP, please contact Melissa Redfearn at 940-565-3200 or submit solicitation questions to: [Solicitation Questions](http://pps.unt.edu) located at <http://pps.unt.edu> Bids Listing Page. All questions must be received no later than June 22, 2009 at 2:00 PM CST. All questions and answers will be posted to the website by 5:00 PM CST, June 24, 2009.

A copy of this proposal form is posted at and may be downloaded from: pps.unt.edu

In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBS) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

Are you a certified HUB? (circle one) YES or NO

If yes, please circle the organization or entity certified with below and include a copy of your certificate:

Texas Comptroller of Public Accounts; NCTRCA; MBDC;
Other _____

If yes, please also specify: Ethnicity _____ & Gender _____

By signing this proposal, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code (TAC), Title 34, as amended.

Check below if preference claimed under TAC, Title 34, as amended

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

IF SUBMITTING A PROPOSAL, RFP MUST BE SIGNED and ALL attached files must be printed and returned with proposal package. You shall submit a clearly marked original copy and two (2) duplicate copies in CD format. Sealed proposals should be received NO LATER THAN the specified due date and time. UNT reserves the right to accept late proposals, however proposals received after opening time will not be accepted. Show RFP opening date, RFP number, and return address of firm on sealed proposal envelope. Incomplete proposals will be disqualified.

RESPONDENT MUST FILL IN AND SIGN BELOW:

(FAILURE TO SIGN WILL DISQUALIFY PROPOSAL)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

VENDOR ID OR FEI#: _____

AUTHORIZE AGENT: _____

(Print or Type Name)

AUTHORIZED SIGNATURE: _____

DATE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

TABLE OF CONTENTS

Section 1.0	Scope of Work
Section 1.1	Specifications
Section 1.2	Pricing
Section 2.0	Pre-Proposal Meeting
Section 3.0	Evaluation
Section 4.0	Selection Process
Section 4.1	Criteria for Selection
Section 4.2	Respondent's Acceptance of Offer
Section 5.0	Submittal Deadline
Section 6.0	Schedule of Events
Section 6.1	Revisions to Schedule
Section 7.0	Questions
Section 8.0	References
Attachment A	UNT Terms and Conditions

RFP Checklist-Please use this checklist to make sure you are providing all the proper documents

- () All UNT provided RFP forms completed
- () Proposal signed
- () Proposed contract supplied (if applicable)
- () Original (hard copy format) and two (2) additional copies on CD (electronic format) clearly marked
- () If requested, supporting product or service documentation provided
- () Addendums included in response

NOTICE--IN ADDITION TO THE ITEMS LISTED BELOW, THE TERMS AND CONDITIONS OF THIS BID ARE ATTACHED AS ATTACHMENT "A".

IMPORTANT NOTICE: ANY PROPOSED CHANGES TO THE TERMS AND CONDITIONS OUTLINED IN THIS RFP MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS RFP. FAILURE TO PROVIDE SUCH MAY PREVENT UNT FROM AGREEING TO ANY CHANGES IN OUR STANDARD TERMS AND CONDITIONS AND COULD AFFECT THE AWARD OF THIS RFP.

The laws of the State of Texas, Denton County, Denton, Texas must prevail on all bids.

1.0 SCOPE OF WORK/DESCRIPTION OF SERVICES (COMMODITY CODE 918-29)

In accordance with Education Code 51.9335, the University of North Texas, subsequently referred to as UNT, is accepting proposals and intends to enter into an agreement with a vendor that specializes in evaluation of an alumni database system in accordance with the terms and conditions and requirements set forth in this Request for Proposal. The resulting pricing, terms and conditions shall be extended to the University of North Texas (UNT), the University of North Texas System (UNT System), the University of North Texas Health and Science Center and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

1.1 Specifications: An independent consultant will be used to evaluate the University of North Texas' alumni database. The need for this evaluation arises from the concern that our current application is inadequate for the size of our current campaign and the complexity of our operations. UNT does not currently employ qualified staff members who have completed this type of evaluation, along with having experience in converting from a PeopleSoft application to another system. In addition, this consultant will be required to have experience with PeopleSoft Contributor Relations application and have the capability to provide best-practice examples. In addition, this consultant shall have a clear understanding of the roadmaps of all of the major applications to provide us with planning alternatives. The focus of the work shall be broken down in the following way:

- a. (50%) Evaluate the effectiveness of the PeopleSoft Contributor Relations application. Determine the effectiveness of the application as used by the Division of Advancement with respect to future needs for our campaign and beyond. Determine which portions of the application are reasonably functional, and determine the costs associated with building the application to industry expectations. Evaluate the ability of Oracle to meet the demands of our changing environment. Provide a cost/ benefit analysis of converting to a different application, including a recommendation of a new solution.
- b. (25%) Evaluate the effectiveness of the processes between the functional and technical units in regards to effectiveness data extraction, application modifications, and customized reporting features. Provide recommendations for improving the project management system utilized by Advancement Services and CITC.
- c. (25%) Evaluate the health of the data in our alumni database. This shall include recommendations for maximizing data quality at the lowest expense. In addition, this will identify weaknesses in our data-mining capabilities.

Deliverable: This project will conclude with a professional in-depth report and detailed cost/benefit analysis. Graphics summaries shall be provided as appropriate. Clear recommendations are expected regarding each of the aforementioned topics of investigation.

1.2 Pricing:

Lump sum not to exceed \$_____

2.0 PRE-BID MEETING: (This section not applicable to this RFP.)

3.0 EVALUATION:

As provided by statute (see Attachment “A”, section 1.5), awards will be based on the best proposal most advantageous to UNT. Determination will be made by consideration of prices offered, delivery date, quality, general reputation, and performance of the respondents, service as related to past performance, suitability of items for the intended use and conformity to specifications, terms and conditions of this Request for Proposal. UNT reserves the rights to reject all proposals that UNT determines in its sole judgment are not in the best interest of the institution.

4.0 SELECTION PROCESS:

Selection of the Successful Offer submitted in response to this RFP by the Submittal Deadline will be made using the competitive process described below. After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations. The selection of the Successful Offer may be made by UNT on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by UNT on the basis of negotiation with any of the respondents. At UNT’s sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest rated offers. UNT will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. UNT will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer, however, UNT reserves the right to include additional offers in the competitive range if deemed to be in its best interest. After the submission of offers but before final selection of the Successful Offer is made, UNT may permit a respondent to revise its offer in order to obtain the respondent’s best final offer. UNT is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNT. UNT reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and resolicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of UNT.

4.1 Evaluation of Criteria: The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and is the most advantageous to UNT in UNT’s sole discretion. Offers will be evaluated by an evaluation committee that will include employees of UNT and other persons invited by UNT to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to UNT by the respondent in response to the Specifications section of this Proposal. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to UNT. The successful respondent will be required to enter into a contract acceptable to UNT.

The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. UNT may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of UNT and will be extended in writing.

In evaluating Proposals to determine the best value for the State, UNT may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System.

- 4.2 Respondent's Acceptance of Process:** Submission of an offer by a respondent indicates: (1) the respondent's acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the respondent's recognition that some subjective judgments must be made by UNT during this Proposal process.

5.0 SUBMITTAL DEADLINE:

To respond to this Proposal via mail, respondents must submit the information requested in the Specifications section of this Proposal and any other relevant information in a clear and concise written format to:

**Via hand delivery or overnight
(i.e. FedEx, UPS, etc.)**

MELISSA REDFEARN
CONTRACT SPECIALIST
University of North Texas
Purchasing and Payment Services
University Services Building
2310 N. I-35E
Denton, Texas 76205

Via US Postal Service only:

(NOTE: Add additional delivery time)

MELISSA REDFEARN
CONTRACT SPECIALIST
University of North Texas
Purchasing and Payment Services
1155 Union Circle #310499
Denton, Texas 76203-5017

Offers must be submitted in an envelope or other appropriate container and the name and return address of the respondent must be clearly visible. Respondents may also respond via fax by following the instructions for a facsimile response on Page 1 of this Request for Proposal. All offers shall be received at the above address no later than the due date and time listed on Page 1 of this RFP. UNT reserves the right to accept late proposals, however proposals received after opening time will not be accepted.

Proposals will be received until the date and time established for receipt, then opened. Only the names of the respondents who submitted proposals will be made public. Prices and terms will not be divulged until after contract award.

- 6.0 SCHEDULE OF EVENTS.** The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE
Issue RFP	Thurs., May 14, 2009
Deadline for Submission of Questions	Mon., June 22, 2009
Due date for Proposal Submissions	Mon., June 29, 2009
Expected Award of Contract	Fri., July 24, 2009

- 6.1 REVISIONS TO SCHEDULE.** UNT reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the UNT website and the Electronic State Business Daily as an Addendum.

7.0 QUESTIONS:

Questions concerning this Proposal should be directed to:

MELISSA REDFEARN,
CONTRACT SPECIALIST
University of North Texas
1155 Union Circle #310499
Denton, Texas 76203-5017
MELISSA.REDFEARN@UNT.EDU
(940)-565-2509

Please submit solicitation questions to: [Solicitation Questions](#) located at <http://pps.unt.edu> Bids Listing Page.

All questions must be received no later than June 22, 2009 at 2:00 PM CST. All questions and answers will be posted to the website by 5:00 pm CST, June 24, 2009.

UNT may in its sole discretion respond in writing to questions concerning this Proposal. Only UNT's responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the UNT website located at pps.unt.edu. Oral or other written interpretations or clarifications shall be without legal effect.

8.0 PUBLIC OPENING: (Not applicable to this RFP.)

9.0 REFERENCES (REQUIRED):

Respondents, please list three (3) companies who have been using your firm for similar or like services on a regular basis for the past 6-12 months. By listing references respondent agrees that UNT may investigate these references and consider them as a basis to determine award of this RFP.

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

ATTACHMENT "A"

TERMS AND CONDITIONS

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

1.0 Response Requirements:

- a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
- c. Responses should be submitted on this form. Responses should be time stamped at University of North Texas a on or before the hour and date specified for the response opening.
- d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
- e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
- f. Response prices are requested to be firm for UNT's acceptance for 90 days from response opening date. "Discount from list" Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- g. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:

Enter Federal Employer's Identification Number_____

- h. Response cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNT based on an acceptable written reason.
- i. Purchases made for UNT use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
- j. UNT reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNT.
- k. Consistent and continued tie Response could cause rejection of offers by UNT and/or investigation for antitrust violations.
- l. **CAUTION: FACSIMILE FOR RESPONSE**--Solicitation allows sufficient time for receipt of the preferred mail response. UNT offers facsimile (FAX) service as a convenience only. The telephone number for FAX submission of Responses is located on page one of the Solicitation. This is the only number that is to be used for the receipt of faxed Responses. UNT shall not be responsible for failure of electronic equipment or operator error. Illegible, incomplete, or otherwise non-responsive responses will not be considered.

- m. **QUOTATIONS AND RESPONSES:** Any quotation number referenced is for pricing purposes only. In addition, UNT's solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNT's Purchasing and Payment Services department in writing are not binding on either party.
- n. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- o. Unless otherwise specified, items offered shall be new and unused.
- p. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- q. Samples, when requested, must be furnished free of expense to UNT. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach offer to sample.
- r. UNT will not be bound by any oral statement, or representation contrary to the written specifications of this RESPONSE.
- s. Manufacturer's standard warranty shall apply unless otherwise stated in the RESPONSE.

1.2 Tie Responses: Awards will be made in accordance with TAC, Title 34, as amended

1.3 Delivery:

- a. Show number of days required to place material at UNT's designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- b. If delay is foreseen, respondent shall give written notice to UNT. Vendor must keep UNT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNT to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- c. No substitutions permitted without written approval of UNT's Purchasing & Payment Services Office.
- d. Delivery shall be made during normal UNT working hours only, unless prior approval has been obtained from UNT's Purchasing & Payment Services Office.

1.4 Inspection and Tests: All goods will be subject to inspection and test by UNT. Authorized UNT personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may,

at UNT's option, be returned to the respondent or held for disposition at respondent's expense. Latent defects may result in revocation of acceptance.

1.5 Award of Contract: A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNT's purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Any legal actions must be filed in Denton County, Texas.

- a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
 - i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
 - ii. The purchase price;
 - iii. The reputation of the vendor and of the vendor's goods or services;
 - iv. The quality of the vendor's goods or services;
 - v. The extent to which the goods or services meet UNT's needs;
 - vi. The vendor's past relationship with UNT and its component institutions;
 - vii. The impact on the ability of UNT to comply with laws and rules relating to historically under utilized business;
 - viii. The total long-term cost to UNT of acquiring the vendor's goods or services;
 - ix. And any other relevant factor that a private business entity would consider in selecting a vendor.
- b. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract
- c. If a "best offer" vendor shows not to be in "good standing" this agency may reject the response and award to the next best response.
- d. The UNT reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever UNT, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of UNT.
- e. Delivery may be a factor in this award.

1.6 Payment Terms: UNT shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas—Payment Services; 1155 Union Circle # 310499, Denton, Texas 76203-5017.

- a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than 30 days delinquent for Child Support.
- b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the University is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

1.7 Patents and Copyrights: The vendor agrees to protect UNT from claims involving infringement of patents or copyrights.

1.8 Vendor Assignments: Vendor hereby assigns to UNT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann Sec. 15.01, et seq. (1967). Inquiries pertaining to Solicitations must give requisition number, codes, and opening date.

1.9 Respondent Affirmation: Signing this response with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

- a. The respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
- d. The respondent has not received compensation for participation in the preparation of the specifications for this solicitation.
- e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- g. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State

agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with respondent: _____

Date of employment with respondent: _____

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

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

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

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

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

iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the University of North Texas System and its component institutions nor any conduct of any representative of the

University of North Texas System and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent's claim is governed by the published Rules adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the University of North Texas for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76th Texas Legislature shall be Joey Saxon, Director Purchasing and Payment Services.

- iv. **VENUE AND SERVICE OF PROCESS:** Venue and service of process for suits involving UNT is governed by Section 105.151 of the Texas Education Code.
- b. **EXCESS OBLIGATIONS PROHIBITED:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNT applies annually. This Purchase Order may be canceled at any time without penalty if legislative and/or university funds are not appropriated for goods or services obligated on the Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)
- c. Any quotation number from Respondent that is referenced on a response shall be for pricing and specification purposes only, and UNT's terms and conditions for responses shall still be applicable. Any alternate or additional terms and conditions not accepted through UNT's Purchasing & Payment Services Department in writing are not binding on either party.
- d. **CANCELLATION:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT for some other reason through no fault of the vendor, the vendor will be contacted.
- e. **PRICING:** must be firm for 90 calendar days (minimum). Specification may indicate longer if required.
 - i. Prices are the maximum and UNT shall be protected against any increase in price during the term of the contract. If there is a reduction in the price during the term of the contract the price to UNT shall be reduced in the same amount.
 - ii. Respondents must give unit prices for each item to be purchased. Respondents may response less than the total number of items. An "All or None" response by Respondent may be rejected at the option of UNT.
- f. **MISCELLANEOUS:** The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNT Internal Auditors and/or the Purchasing and Payment Services department.
- g. **RESPONSE RESULTS:** It is not the policy of UNT to furnish results over the telephone. For information regarding pricing summaries, provide a self-addressed

stamped envelope or fax your written request to receive a copy of the response tabulation results.

- h. CENTRALIZED MASTER BIDDERS LIST ("CBML"): The University of North Texas (UNT) utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). If your firm is not on the "CMBL" check via the Internet at : <http://www.window.state.tx.us/procurement/> Non-HUB vendors are identified from various sources including the CBML.

- 1.12 **INDEMNIFICATION:** Vendor further agrees to indemnify, defend, and hold harmless the University of North Texas (UNT), its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor's employees and/or subcontractors or due to vendor's product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.