

REQUEST FOR PROPOSAL

IF NOT BIDDING, DO NOT RETURN THIS FORM.

Request for Proposal #:

Request for Proposal Name:

RFP DUE DATE AND TIME:

RFP PUBLIC OPENING DATE & TIME:

RFP752-10-84123ER

Automated Fuel Management System

November 19, 2009 @ 2:00PM

Not public opening

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

If there are any questions regarding this RFP, please contact Elaine Robbins 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 11/11/09 at 1:00PM CST. All questions and answers will be posted to the website by 5:00 pm CST, 11/13/09.

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

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

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.

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, one (1) duplicate copy, and one (1) CD/DVD in a single PDF format (CD's with more than the requested information, including a HUB Plan, will be considered non-responsive). 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: _____

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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)
- () One original proposal, (1) duplicate copy, and one (1) CD in a single PDF format
- () 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: 920-29)

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 furnishing and installing a complete **Automated Fuel Management System** that will control and record the individual dispensing of fuel without user input of any kind, 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 (UNTHSC), The University of North Texas at Dallas (UNT-Dallas) and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

See Exhibit A attached for Introduction/History for this bid.

1.1 Specifications - General Description:

- The system shall provide accurate and timely equipment data while accounting for all the fuel and related products being dispensed.
- It shall stand alone, dial-up and/or network connected, user oriented, fully automated system able to operate completely unattended twenty-four (24) hours a day seven (7) days a week.
- Access to products shall be restricted to operators with a valid memory chip key, magnetic strip reader and equipment with valid Vehicle Monitoring Tags (VMT).
- In addition, there shall be provision to enter manually, any and all data that the system is designed to collect.

1.2 System Configuration;

- The system shall be composed of three (3) hierarchical levels of processing. The general description of each of these levels is as follows:
 - **Level 1 – Central Controller (CC)**
 - Network controller (PC) for polling of data from each island monitor device.
 - Facilitates the accumulation of daily fuel issue data received from each island monitor device that is stored in an external SQL 2008 database.
 - Passing updated system files to each island monitor device to reflect new system parameters.
 - Entry of manual fueling data and maintenance of the vehicle database.
 - Generation of daily and monthly fuel reports.
 - Export fueling transaction to other computers for fleet management software.
 - **Level 2 – Island Monitor Device**
 - Verification of Vehicle Monitoring Tags
 - Automatically records vehicle identification, odometer reading, and engine hours from the Vehicle Monitoring Tag.
 - Activates all products at the fuel station that are controlled by the island monitor.
 - Record quantity of fuel and lubricants dispensed.
 - Retain fuel/fluid transactions until polled by the CC processor.

- **Level 3 – Vehicle Monitoring Tag (VMT)**
 - Store vehicle identification, fuel type, limit, and system number.
 - Accurately accumulate mileage and engine hours.
 - Communicate with island monitor device at time of fueling.
 - Transmit all stored data to island monitor device.

1.3 Hardware Detail Specifications

1.3.1. Central Controller (CC) Microcomputer

- The CC microcomputer, installed at a central location, will control polling of each island monitor device for fuel usage data collection.
- It will also contain software that will be used to maintain the vehicle database as well as generate all required reports.
- **UNT Facilities will supply the microcomputer for the system's Central Controller.**
- The microcomputer shall have the following configuration;
 - IBM Compatible Microcomputer utilizing Windows XP as the operating system with a Pentium microprocessor rated at 2 GHZ or faster;
 - 256 MB DRAM
 - CD-ROM drive
 - 20 GB Hard disk
 - One parallel port/one DB-9 serial port
 - One USB port
 - 101-key enhanced keyboard
 - Real-time clock/calendar
 - 19" Color VGA Monitor or larger
 - Laser Printer
- The CC shall have the capabilities to communicate with another computer or another software package (fleet maintenance) AgileAssets.
- The CC will download all transaction file information to the external computer.

1.3.2 Island Monitor Device

- For the purpose of this document, the term "island monitor device" will be defined as the fuel island terminal controlling fuel dispensed from one (1) or more pumps.
- The island monitor devices shall be unattended twenty-four (24) hour, fully automated units.
- They shall not require a card, key or key-pad entry to activate the fueling procedure, however must allow for use of memory key, card or key-pad entry if desired.
- A particular fueling site may require one (1) or more island monitor devices depending on the physical site layout.
- The fueling lane shall be equipped with one (1) or more island monitor devices.
- They shall be the main access point through which the user shall obtain fuel.
- They will be mounted on the service island and shall control the operation of the dispensers.
- Each island monitor devices shall have the following capabilities:
 - Control simultaneous access to a maximum of two (2) hoses for unleaded fuel.
 - The system shall be capable of handling an unlimited number of active vehicles.
 - Reliably accept all data from the Vehicle Monitoring Tag.
 - Read fuel quantity from each dispenser in 1/10 gallon increments.
 - Capable of storing up to one hundred thousand (100,000) transactions.
 - Communicate with the CC.
 - Island monitor device shall read the VMT vehicle data through a VMT connected RF (Radio Frequency) tag transmitter mounted near the vehicle fill pipe and received via a RF (Radio Frequency) enabled hose mounted reader.
 - Contain manual override switches from each pump in the event of system failure.
 - Be able to survive indefinitely during power failure without loss of data and automatically reset all system parameters upon resumption of power.

- All transactions must be stored in non-volatile flash memory or equivalent.
- No batteries are allowed.
- Be constructed to withstand extended normal use and discourage vandalism and be capable of sustaining operation in local ambient conditions.
- The terminal will incorporate a keypad through which data such as odometer, security and pump selection can be entered as a backup measure.
- A secure method (chip key/pin number) must be available to allow authorization of buses that do not have a Vehicle Monitoring Tag installed.
- Ability to read Proximity or Magnetic Cards for personnel must be an optional component.
- It shall contain a full color graphics display with touch screen access.
- This display is used to inform the user of all information.
- It shall run the Windows CE operating system with a minimum of 64 MB.
- It should have the ability to activate either when chip key is entered or if radio frequency identification is received (RFID).
- All prompts must be customizable including the ability to enter bi-lingual prompts.
- Shall be resistant to RF interference by use of state-of-the-art components and installation.
- Fiber optic and/or radio transmission for information is mandatory for interference resistance.
- Indicate type of control and communications used in the installation.
- A wire in the dispenser's hose is not acceptable for VMT information transmission.
- Must be designed to use components that will protect the unit from power surges and dips.
- Must be listed by an independent testing laboratory and designed to meet the following specifications;
 - National Electric Code, NFPA (National Fire Protection Assoc.) #70-1987
 - Uniform Fire Code
 - Underwriters Laboratories 1238 specifications
- Be designed so that in case of failure, components can be replaced easily (thumbscrew and plug-in technology) by the user in order to make the user independent of the Vendor for first echelon maintenance.

1.3.3. Bulk Fluid Controls (if applicable)

- Bulk fluid controls, if required, must be combined units that incorporate a pulser and solenoid valve in one (1) enclosure.
- These units must be pre-wired for both electrical on/off control and for pulse signal control back to the island terminal.
- All units must be capable of withstanding without fluid leaking all pressures normally present in bulk fluid delivery systems up to fifteen hundred (1500) psi.
- The following specifications are the minimum necessary for each bulk oil control;
 - 1/10 quart increments
 - .25 to 8 gpm (gallon per minute) flow rate
 - 5 psi – 1500 psi
 - 380 Pulses/gal
 - 115VAC(Volts Alternating Current)@10 watts Reed Switching Rate
 - 115VAC Supply Voltage
 - Fiber Optic Signal lines

1.4 Vehicle Monitoring Tag and Programmer

- **Vehicle Device** – The Vehicle Monitoring Tag shall have the following characteristics;
 - Be a device that is specifically designed for use in commercial fuel management systems.
 - Be capable of recording and maintaining vehicle identification number, mileage, fuel type, fuel limit, system number, and engine hours.
 - Can withstand severe mechanical abuse.
 - Be capable of interface to any Vehicle Speed Sensor (VSS) for tracking vehicle mileage.
 - Be capable of accepting any number of pulses per mile from one (1) to two hundred thousand (200,000).
 - Operate from 12VDC (Volts Direct Current)

- Be able to track engine on-time via an ignition sensor.
- Be able to terminate the fuel transaction upon detection of engine start.
- The following specifications indicate the minimum data contained in each vehicle device;
 - System Identification Number (3 digits) – A unique code assigned to identify this system as unique so no outsiders can access it.
 - Unit Number (10 characters) – This number will be used to identify the bus. It will be an alpha-numeric data field.
 - Current mileage reading.
 - Current hour reading.
- **Vehicle Monitoring Tag Programmer** – The Vehicle Monitoring Tags shall be programmed via a handheld programmer. The programmer shall be a battery powered handheld with the following specifications;
 - Portable and capable of easily being used as a handheld device.
 - Incorporate a 5.7” or larger VGA screen that serves dual purpose as a touch-screen.
 - Stores a minimum of 500 VMT programmings before downloading.
 - Allow direct and/or RF connection to a VMT.
 - Shall be downloaded via a serial port
- A Vehicle Monitoring Tag Programmer will be supplied with the system.

1.5 Software Specifications

- The software must be divided into two (2) separate sections.
- The software for the CC must be able to support a full range of reporting functions.
- The software for the island monitor device must be capable of supporting items such as inventory, communication and storage of transaction data.
- Please state vendor’s policy as to software updates, maintenance fees and costs for software changes on a separate page.

1.5.1. Fuel Management Software (FMS)

- The FMS running on the CC shall be menu driven and almost entirely automated.
- It shall direct the operator through the few daily functions – with polling available on a scheduled (unattended) basis.
- The FMS shall manage all of the database functions of the system, including the storing of transaction, inventory, and vehicle information.
- All data shall be maintained in a external Microsoft SQL Service 2008 compatible database format, accessible to other programs.
- All files – both data and control – shall be easily edited through the program.
- Custom reports can be designed for each user, with latitude in the order of sorting and the range of sites, dates, buses, and other variables.
- The FMS shall not require full time use of the microcomputer.
- The following specifications are the minimum required for the FMS;
 - Initiate polling and support communication to each island monitor device.
 - Manage a minimum of two (2) fueling islands.
 - Report tank dipping and flag for reorder.
 - Be able to sort the daily transaction listing by date and time, vehicle number, fuel site location, fuel type, fuel lane.
 - Be able to print daily a list of each individual department’s fueling record and a total fuel use of each type fuel for each department.
 - Be able to store and use a list of a minimum of 100 individual departments along with complete alphanumeric labels for each department.
 - Be able to print on request a total vehicle list and fueling history.
 - Be able to set polling times and have the CC poll each island monitor device without operator assistance.
 - Change, enter, create or eliminate information pertaining to vehicle information. Add, delete or lockout vehicles.
 - Set per gallon prices by tank and assign to the quantity of fuel dispensed to show price per transaction.

1.5.2. Island Monitor Device Software

- The following is the minimum software requirements for the island monitor device;
 - Be able to communicate with the CC over standard dial up phone lines or IP Device without interfering with fueling activity.
 - Fueling must not be disrupted during communications.
 - Must be able to automatically reset all system parameters upon resumption of power after a power failure.
 - Fueling transaction must terminate when nozzle is removed from vehicle.
 - In the event of CC failure, system should be capable of being polled by another computer (Vendor's).
 - Perform all software functions required under section 1.3.2
 - System must be compatible with memory key or keypad entry activation.

1.6 Fueling Procedures

- The system must have two (2) options for authorization of fueling.
- The following general sequence of actions will occur during each fueling transaction;
 - **Option 1 – Fully automated RF ID**
 - Vehicle enters fueling lane and stops at fuel location.
 - Fuel nozzle pick-up is inserted into the vehicle fill pipe and commences communication with the Vehicle Monitoring Tag via the Vehicle RF tag.
 - Island monitor will activate the appropriate dispensers once the vehicle is determined by the Island Monitor to have authorization.
 - The Island Monitor Device records the transactional information.
 - Island monitor device deactivates the dispenser hose at that fueling location when the fuel nozzle is removed from the vehicle.
 - **Option 2 – Memory Chip Key Access**
 - Fueler is requested to enter mileage.
 - The fueler inserts the vehicle key and/or swipes card into the Island Controller.
 - the fueler will be prompted to enter a personnel key/card if the system is a two (2) key/card system; or, the fueler will be prompted to enter other data such as personnel number, special number, etc.
 - The system will inform the fueler to start fueling.

1.7 General System Parameters

1.7.1. Site Description – The following is a description of the fuel lane;

- Site address.
- Number of fueling lanes/islands.
- Quantity and type of dispensers per fueling lane/fuel island (single or dual).
- Products dispensed from each pump.
- Number of transit fuel lane monitoring devices needed for each site.
- Type and quantity of fluid reels, if any.
- Address where the CC shall be located.
- Number of Fuel Island Monitoring Devices that will be connected directly to the CC.
- There will be 280 vehicles using the system.
- The system must be able to handle a linear growth of these numbers.

1.7.2. General Equipment Requirements

- 280 Vehicle Monitoring Tag (s) must be included in the system price.
- 1 Vehicle Monitoring Tag programmer(s) must be included in the system price.
- 3 Fuel Management Software licenses must be included in the system price.

1.7.3. Warranty and Maintenance

- The contractor will warrant the system to be free from defects during the warranty period and assume sole responsibility for the performance of all equipment, materials, labor, software and programs supplied by subcontractors during this period.
- The contractor must certify that an engineer or electronics technician trained in the operation and repair of the system is employed by the contractor for warranty work.
- Contractor must maintain twenty-four (24) hour per day, three hundred sixty-five (365) day per year emergency phone support service that can provide technical telephonic support for any problems.
- Maintenance costs, terms and conditions (that apply after the warranty period) must be stated by the bidder with the proposal.
- Warranty period shall be for a period of one (1) year after acceptance by the University of North Texas of the system.

1.7.4. Training

- Included in this specification is the education of personnel who will operate, maintain and enhance the system at the end of the contract period.
- Training will be provided for;
 - Operation of the island monitor devices.
 - Installation of Vehicle Monitoring Tags.
 - Preventative maintenance of the island monitor devices.
 - Operation of any external devices including Vehicle Monitoring Tag Programmer, computer interfaces and any other computer equipment.
- Documentation will cover all facets of the system including the various manuals or discs provided by the manufacturer.
- Training for the University of North Texas employees shall be provided for a minimum of a period of one (1) week.

1.7.5. Installation Criteria

- Installation shall include all cost necessary to make the entire system fully functional as described in these specifications.
- All control lines shall utilize fiber optics for opening of valves and sending pulse data back to the Island Controller.
- **Island Monitor Device;**
 - All wiring and construction must conform to all applicable Federal, State and Local laws and regulations.
 - All 110-volt power lines from the key readers to the pumps must be enclosed in steel conduit.
 - Care must be taken to install all components in a manner that will protect them from the environmental conditions of heat, dust and water.
 - Additionally, they will be installed so as not to impede equipment traffic and will be reasonably protected from damage by moving equipment or high winds.
- **Central Controller;**
 - All cables connecting any auxiliary equipment will be placed neatly on the floor and protected from wear and damage.
- **Vehicle Monitoring Tags;**
 - Vendor shall not be required to install the vehicle tags.
 - Please give approximate time per vehicle required to install the vehicle unit.

1.8 Pricing:

1.8.1 Automated Fuel Management System	\$ _____
Must include the following:	
280 Vehicle Monitoring Tags	
1 Vehicle Monitoring Tag Programmer	
3 Fuel Management Software Licenses	
1.8.2. Warranty	\$ _____
1.8.3. Training	\$ _____
1.8.4. Installation	\$ _____
1.8.5. Any additional costs – explain	\$ _____
1.8.6. TOTAL COST	\$ _____

1.9 Payment Bond: Not applicable

2.0 PRE-BID MEETING: - Not applicable

3.0 EVALUATION:

As provided by statute, 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 re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of UNT.

- 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. UNT also considers "Best Value" in the award process. Best Value to the state is located in Attachment "A", Section 1.5.

- 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.)

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

Offers must be submitted in an envelope or other appropriate container and the name and return address of the respondent must be clearly visible. 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	10/22/09
Pre-Proposal Conference	N/A
Deadline for Submission of Questions	11/11/09 @ 1:00PM
Deadline for Submission of Responses	11/19/09 @ 2:00PM
Expected Award of Contract	1/8/10 (could be sooner or later depending on Holidays)

- 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:

Elaine Robbins
Purchasing Specialist
Elaine.robbsins@unt.edu
940-565-2503

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

All questions must be received no later than 11/11/09 at 1:00PM CST. All questions and answers will be posted to the website by 5:00 pm CST, 11/13/09.

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 a public opening.**

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: _____

This document comprises a statement of specifications and recommendations for a fully automated fuel dispensing and accounting system for the University of North Texas, Denton, Texas.

HISTORY

The University of North Texas has two underground storage tanks for storing unleaded gasoline. Each tank has a 6,000 gallon capacity and has its own pump and hose. The current AMS (Automated Fuel System) is a computerized accounting and security package that allows automated monitoring and controlling of fleet and fueling activity. The system consists of hardware and software using host/remote site key access, or keypad to track fueling operations. This system uses a Micro Control Unit (MCU) which easily retrofits to each fuel dispenser by direct mount, or is placed on a pedestal nearby to monitor each hose. Each MCU allows direct and immediate operation of individual product hoses. Each driver or operator interfaces with the MCU by using a readable/writeable key attached to the vehicle's key ring. The key automatically identifies the vehicle, department, fuel type, unit limit, odometer reading, etc., without the necessity of constant communication to a main computer.

With Host/Remote Modem/LAN communication, the MCU can automatically update key information. Host Site database information such as department number, fuel type, time of operation and odometer level checking, automatically reprograms onto the key during the fueling process. This major, cost-effective feature is called Remote Key Programming.

The Host Site Controller automatically collects all fuel island transactions; controls fuel island activity, programs keys and generates reports. The Host holds and processes all department, vehicle and operator records. The Host is responsible for final transaction processing and uses an attached printer for producing various fuels, performance, accounting and billing reports.

In case of communication failure between an MCU and a Site Controller, the fuel system operator can instantly program a 16K microchip key as a "transfer key." The transfer key is an "electronic clip board" which can automatically download transactions stored in the MCU. The fuel system operator carries the transfer key back to the Host, inserts it into the key drive and the software automatically downloads the fueling transactions into the system. The transfer key can also be used to download transactions at any online MCU. This patented transfer key capability is an excellent emergency fallback feature, and an alternate low cost data transfer method available only from MegaTrak.

The MegaTrak System is ETL approved and designed for commercial fuel dispensing.

The fuel management system currently in use has many features listed by the manufacturer as follows:

AC Communication Module	Communicates over a dedicated line or existing AC power lines
Four Levels of Data Fall-Back (Data Acquisition)	Stores transactions in the Key Stores transactions in the MCU Stores transactions in the Site Controller Stores transactions in the Host Controller Increased security Increased data integrity
Real-time On-Line Communications	Transfer of data between sites is instant and automatic Ease of data transfers to other software programs (third party interfaces) Keys are re-programmable and re-useable 1000 times more data storage capacity on keys Keys are resistant to harsh environments More reliable than cards
Software	Easy to build, user-defined reports
Power Report Generator	Flexible third party interfacing capability
Keyless Option	Using keypad only

Information stated above taken directly from the MegaTronics International Corporation's owner manual.

Fuel Site Name and Address	Total Number of Dispensers and Hoses	Type of Tank Monitor System
Example:		
University of North Texas Facilities Complex 2204 W. Prairie Street Denton, Texas 76203	2 Unleaded Dispenser with 2 hoses	Veeder-root TLS350

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**—UNT will not accept responses received via facsimile.
- 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 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.