

UNIVERSITY OF NORTH TEXAS™

Invitation for Bid

IF NOT BIDDING, DO NOT RETURN THIS FORM.

Invitation for Bid #:

Invitation for Bid Name:

IFB DUE DATE AND TIME:

IFB PUBLIC OPENING DATE & TIME:

IFB 752_9_69491_CM

"Transfer Advantage" Search Piece
Brochure

December 15, 2008 @ 2:00PM

December 15, 2008 @ 3:00PM

RETURN SEALED BIDS TO:

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

Or Physical Address:

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

INSTRUCTIONS FOR A FACSIMILE RESPONSE:

NO FAXES ARE ALLOWED FOR THIS BID.

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

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

If there are any questions regarding this RFP, please contact **Chris McCaskill** at 940-565-2504 or email christopher.mccaskill@unt.edu and reference this proposal number. **All questions must be received no later than five (5) working days prior to bid due date/due time.**

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

IF SUBMITTING A BID, IFB MUST BE SIGNED and ALL attached files must be printed and returned with bid package. You must submit a clearly marked original copy and one (1) duplicate copy. Sealed bids should be received NO LATER THAN the specified due date and time. UNT reserves the right to reject late bids. Show IFB opening date, IFB number, and return address of firm on sealed bid envelope. Incomplete bids will be disqualified.

BIDDER MUST FILL IN AND SIGN BELOW (FAILURE TO SIGN WILL DISQUALIFY BID)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ VID ID# or FEI # _____

AUTHORIZED AGENT: _____

(Print or Type Name)

AUTHORIZED SIGNATURE _____ DATE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder 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

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 Building and Procurement Commission; NCTRCA; MBDC; Other_____

If yes, please also specify: Ethnicity_____ & Gender _____

IFBs for contracts with an expected value of \$100,000 or more will also require sub-contracting form or plan. This IFB DOES NOT include a HUB sub-contracting package.

1.0 SCOPE OF WORK: (Class Code: 966-00)

In accordance with Education Code 51.9335, the University of North Texas, subsequently referred to as UNT, is accepting bids and intends to enter into an agreement with a vendor that specializes in **Printing Services** in accordance with the terms and conditions and requirements set forth in this Invitation for Bid. The resulting pricing, terms and conditions shall be extended to the University of North Texas (UNT) and the University of North Texas System (UNT System) departments and any other state entities interested in utilizing this agreement.

1.1 SPECIFICATIONS/REQUIREMENTS

- a) Size flat trim: 12" x 11" plus 4" fold-out on back cover panel
- b) Finished Size: **6" x 11"** saddle stitched on 11" side, fold-out 4" panel cover can fold short
- c) **16 pages plus 6 page cover:** All versions include the following: **perforated 4"** fold-out panel with **horizontal score** in center.
- d) **Paper:** New Page, Gusto Matte 80# Cover/70# Text
- e) **Ink:** 5/5 (CMYK) full bleeds, heavy ink coverage and cross-overs + satin varnish, except for knock-out on mailing panel)
- f) **Color:** 24 digital images for 3 rounds of color corrections
- g) **Proofs:** Color Laser Dummy, Color proofs and Press check required.
- h) **Packaging:** Boxes must be new and cannot exceed 50 pounds. White labels with large, black type print, must send sample for approval. Labeled with UNT PO #-XXXXXX (fill-in from purchase order)/URCM/Transfer Search XSB2 1/09 (09-027)/CODE (must be clearly labeled for each group: T-15, RMDS, ADM, DC)/Quantity. UNT/URCM will accept overages, but will not pay extra for them.
- i) The Vendor may not use this brochure for their own samples.
- j) Vendors must include with bid a similarly produced printed sample. **Bids faxed in will be excluded, since a printed sample cannot be faxed.**

1.2 SCHEDULE

- a) Color work to begin 12/17/08.
- b) Printer to receive files 12/22/08.
- c) Proofs due 1/5/09.
- d) Press Checks needed 1/8 – 1/9/09
- e) Approx. Delivery date is 1/22/09.

1.3 PRICING: 116,050 with several versions as follows, each version requires separate skid (or skids, do not mix 4 versions together on one skid) for delivery:

	<u>ITEM</u>	<u>QTY</u>	<u>COST</u>
1.3.1	T-15 code printed on fold-out and back cover with 455 permit, tabbed with 2 clear perforated tabs.	89,000	\$_____
1.3.2	No code printed, with 303 permit, tabbed with 2 clear perforated tabs for RMDS .	20,000	\$_____

<u>ITEM</u>	<u>QTY</u>	<u>COST</u>
1.3.3 No code needed with 303 permit, NO tabs for ADM , plus 50 samples of this version.*	5,050	\$_____
1.3.4 No code needed with 303 permit, NO tabs, delivered to the Dallas Campus	2,000	\$_____
1.3.5 Freight	1	\$_____
Grand Total:		\$_____

2.0 EVALUATION:

As provided by statute, awards will be based on the best bid most advantageous to UNT. Determination will be made by consideration of prices offered, delivery date, quality, general reputation, and performance of the bidders, service as related to past performance, suitability of items for the intended use and conformity to specifications, terms and conditions of this Invitation for Bid. UNT reserves the rights to reject all bids that UNT determines in its sole judgment are not in the best interest of the institution.

3.0 SHIPMENTS:

Contact Laura Robinson (940-369-8365) 48 hours prior to delivery on campus, with information on the number of skids. Include all pick-ups and deliveries to URCM Administration Bldg., Room 360 for proofs. Due at delivery 1/22/09: 50 samples* and final files/high-res images on CD. Delivery of skids to: UNT Central Receiving, 2310 North I35E, Denton, TX 76201.

Dallas Campus Delivery: Raul Hinojosa, 7300 Houston School Rd. Dallas, TX 75241. Contact Number: 972-780-3600.

4.0 SELECTION PROCESS:

Selection of the Successful Offer submitted in response to this IFB by the Submittal Deadline will be made using the competitive process described below. The selection of the Successful Offer may be made by UNT on the basis of the offers initially submitted, without discussion, clarification or modification. 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 Bid with one or more bidders; (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 Criteria for Selection:** The successful offer will be the offer that is submitted in response to this bid by the Submittal Deadline and is the most advantageous to UNT in UNT's sole discretion. Offers will be evaluated by UNT and member institution personnel. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to UNT by the bidder in response to the Specifications section of this Bid. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to UNT.
- 4.2 Bidder's Acceptance of Offer:** Submission of an offer by a bidder indicates: (1) the bidder's acceptance of the Selection Process, the Criteria for Selection, and all other requirements and specifications set forth in this bid; and (2) the bidder's recognition that some subjective judgments must be made by UNT during this bid process.

5.0 SUBMITTAL DEADLINE:

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

Via Mail:

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

To respond in person, deliver sealed bid to:

Chris McCaskill - Purchasing Specialist IV
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 bidder must be clearly visible. Bidders may also respond via fax by following the instructions for a facsimile response on Page 1 of this Invitation for Bid. All offers should be received at the above address no later than the due date and time listed on Page 1 of this IFB.

6.0 QUESTIONS:

Questions concerning this Bid should be directed to:

Chris McCaskill - Purchasing Specialist IV
University of North Texas
Purchasing and Payment Services
1155 Union Circle # 310499
Denton, Texas 76203-5017
940-565-2504 (Telephone)
christopher.mccaskill@unt.edu

UNT may in its sole discretion respond in writing to questions concerning this Bid. Only UNT's responses made by formal written addenda to this Bid shall be binding and shall be posted on the UNT website pps.unt.edu. Oral or other written interpretations or clarifications shall be without legal effect. **All questions must be received no later than five (5) working days prior to bid due date/due time.**

7.0 REFERENCES (REQUIRED):

Bidders, 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 bidder agrees that UNT may investigate these references and consider them as a basis to determine award of this IFB.

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: _____

University of North Texas reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid.

8.0 BILLING:

Successful bidder shall be responsible for referencing the purchase order number resulting from this IFB on any packing list(s), invoice(s) or correspondence, etc. The successful bidder will be required to send an itemized invoice that will list all services provided, work performed or materials supplied. Each invoice may only reference one purchase order number. Multiple purchase orders will require separate invoices. A payment schedule may be negotiated with the vendor of choice, subject to no prepayment. If progress payments are approved, UNT will have to verify the progress before payment will be made.

9.0 TERMS AND CONDITIONS:

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THIS INVITATION FOR BID (IFB).

9.1 Bid Requirements:

- a. Vendors 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. Vendors must price per unit shown. Unit prices shall govern in the event of extension errors.
- c. Bids should be submitted on this form. Bids should be time stamped at University of North Texas a on or before the hour and date specified for the bid opening.
- d. Unsigned bids will not be considered under any circumstances. Person signing bid 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. Bid prices are requested to be firm for UNT's acceptance for 90 days from bid opening date. "Discount from list" Bids should be specified. Cash discount will not be considered in determining the low bid. All cash discounts offered will be taken if earned.
- g. Vendors should give Payee ID Number, full firm name, and address of bidder 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. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid 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 bid. Excise Tax Exemption Certificates are available upon request.
- j. UNT reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of UNT.
- k. Consistent and continued tie Bid could cause rejection of offers by UNT and/or investigation for antitrust violations.
- l. **CAUTION:** INVITATION FOR BID (IFB) 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 Bids is located on page one of this bid. That is the only number that is to be used for the receipt of faxed Bids. UNT shall not be responsible for failure of electronic equipment or operator error. Illegible, incomplete, or otherwise non-responsive bids will not be considered.
- m. **QUOTATIONS AND BIDS:** Any quotation number referenced is for pricing purposes only. In addition, UNT'S bid 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. Bids on brands of like nature and quality will be considered if bid specifies such. If bidding on other than references, bid 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 bid. Failure to take exception to specifications or reference data will require bidder 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 bidder, on request, at bidder's expense. Each sample should be marked with bidder'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 IFB.
- s. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

9.2 Tie Bids: Awards will be made in accordance with TAC, Title 34, as amended

9.3 Delivery:

- a. Show number of days required to place material at UNT's designated location under normal conditions. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- b. If delay is foreseen, vendor 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.

9.4 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 bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements in this IFB. Goods delivered and rejected in whole or in part may, at UNT's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

9.5 Award of Contract: A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids 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 bidder submitting the lowest and/or best value bid conforming to this specification. To determine the lowest and/or best value bid, 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 the UNT, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the UNT.
- e. Delivery may be a factor in this award.

9.6 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 Bidder if Bidder is determined to be more than 30 days delinquent for Child Support.
- b. Successful bidder shall be responsible for referencing the purchase order number(s) resulting from this bid on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Such terms and conditions may result in disqualification of this IFB: offers with the laws of a State other than Texas, requirements for prepayment not defined in or allowed for this IFB, limitations on remedies, any revision to stated terms and conditions of IFB, etc.)

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

9.8 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 IFBs must give requisition number, codes, and opening date.

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

- a. The bidder 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 bid.
- b. The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.

- c. Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, 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 bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- e. Under Section 231.006(d), Family Code (relating to child support), the bidder 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. Bidder 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. Bidder 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, bidder will complete the following information in order for the bid to be evaluated:

Name of former Executive:_____

Name of State Agency:_____

Date of separation from State agency:_____

Position with bidder:_____

Date of employment with bidder:_____

9.10 Pursuant to Section 231.006 of the Family Code, bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. 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.

9.11 Note to Vendors: Any terms and conditions attached to any bid will not be considered unless specifically referred to on this IFB and may result in disqualification of the bid.

- 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 bidder 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, bidder 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 bidder 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 bidder'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 bidder'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 bidder, 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 Bidder that is referenced on a bid shall be for pricing and specification purposes only, and UNT's terms and conditions for bids 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. Vendors must give unit prices for each item to be bid. Vendors may bid less than the total number of items. An "All or None" bid by Bidder 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. BID 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 bid 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 us to: <http://www.window.state.tx.us/procurement/> Non-HUB vendors are identified from various sources including the CBML.

9.12 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.