




July 10, 2019



University of North Texas
1155 Union Circle
Denton, TX 76203

Addendum attached hereto and incorporated herein for all purposes.

Dear 

Spelman Johnson is pleased to have this opportunity to assist University of North Texas (hereinafter the institution) in your upcoming search for the position of University Registrar. This contract is based on the terms and conditions of the master contract on file with University of North Texas and Spelman Johnson (RFP769-15-0827-CC).

The institution retains the services of Spelman Johnson at a confidential rate of one-third of the first year's base salary compensation of the successful candidate, plus direct allocated expenses related to this search such as advertising, travel, and background investigations. Spelman Johnson will be waiving our customary administrative expense charge of \$2,600.

The contract fee is invoiced in installments, with three equal installments invoiced based upon the estimated salary for the position, and a final fourth installment invoice adjusted to the actual, final salary. The first invoice is sent at the start of the search and the second and third fee installments are billed in thirty day intervals thereafter. Any adjustment to the total fee, based upon a salary different than the one estimated for billing purposes, will be reflected in the final invoice. Because Spelman Johnson's minimum fee for a search is \$33,000, if the one-third fee based on the estimated salary is less than this amount, then the fee for the contract will be \$33,000. If the final salary exceeds the estimated salary the minimum \$33,000 fee will be adjusted upward in the fourth and final installment. All invoices representing our fee are processed with terms of net due. Search related expenses such as advertising, travel, and communication costs will be billed on a monthly basis and are due upon receipt. (Potential expenses to be incurred on behalf of the institution are outlined in the attached letter of engagement.).

For initial billing purposes the salary will be estimated at \$140,000, resulting in an estimated contract fee of \$46,662. A credit in the amount of \$8,200 for the final payment of the previous Deputy Registrar search will be issued in the first invoice for the University Registrar search. There are no additional fees for incentive arrangements, signing bonuses, other types of supplemental compensation, or for non-cash compensation. An invoice for the initial fee will be rendered upon receipt of a signed contract back from the institution. *Candidates will not be presented to the institution for review until Spelman Johnson has received payment of this initial invoice.*

Working with Spelman Johnson in a retained capacity provides the following benefits and/or guarantees:

- *Search Conclusion Guarantee:* Spelman Johnson will work with the institution until a successful hire is made or the search concludes in another fashion as negotiated by the institution and Spelman Johnson (pursuant to the cancellation clause below).
- *Retention Guarantee:* should the successful candidate voluntarily withdraw or be terminated for cause within twelve (12) months of the date of his/her acceptance of employment, Spelman Johnson will redo the search for a replacement candidate waiving our fee and billing only for expenses and the one-time administrative expense charge associated with reopening the search, as long as the institution has no outstanding financial obligations to Spelman Johnson. The institution must notify Spelman Johnson within sixty (60) days of the departure of the hired candidate should they wish to retain Spelman Johnson under the conditions of this clause.
- *Off-Limits Policy:* this search assignment is based upon an exclusive relationship with the institution. Therefore, professional staff within the Registrar's office will not be actively recruited for one year following the date of this contract.
- Spelman Johnson operates in accordance with all applicable federal, state and local employment statutes including Massachusetts General Laws c.177: Pay Equity Act, c.214, s.1B: Right of Privacy, and 940 CMR 27: Safeguard of Personal Information. The information gathered from references and background checks is furnished in response to an inquiry for the purpose of evaluating the potential employment capabilities of a candidate. Reference and background information has been obtained from sources deemed reliable but the accuracy of which Spelman Johnson cannot guarantee. The information provided in reference and background check reports is based on a variety of data available for such purposes; however, this does not warrant that all sources of information are represented.

Spelman Johnson requires that a background check be performed on the final candidate. The client agrees that the background check is not optional, and that any variation to this process must be requested by the client in writing on their letterhead. Further, if an offer is to be made to a candidate prior to a background check being completed, the client must make the offer "contingent upon the results of the background check."

Cancellation of this contract, and any and all obligations, may be caused by either party, for any reason, upon thirty (30) days written notice to the other party. Upon cancellation of this contract the contract fee is prorated to the point of cancellation. In no event will Spelman Johnson's fee be less than the amount of the first invoice plus any expenses incurred on behalf of the client by Spelman Johnson, to the point of cancellation. The fees quoted in this contract are valid for sixty (60) days from the date of the contract.

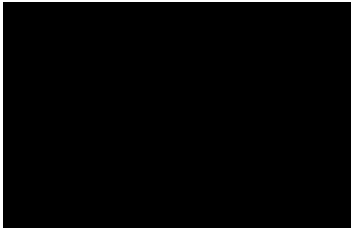
If at any time the institution, for a period greater than thirty (30) days, suspends this search process Spelman Johnson reserves the option to assess the institution a fee to reopen the search. This fee will be equal to one-half or fifty (50) percent of the initial fee.

In retaining the services of Spelman Johnson, the institution agrees that all candidates shall apply through the Spelman Johnson website. Regardless of how candidates enter the application process for this position, they are considered part of the pool that Spelman Johnson is building on behalf of the institution. As your retained executive search firm, our application system will be the sole application process for the purposes of this search. No other application system will be used to collect past or present applications in relation to this search. At the conclusion of the search, Spelman Johnson will provide complete, customized reporting to meet any Human Resources/EEO/AA requirements. If any of the unsuccessful candidates introduced to the institution or its representatives or affiliated entities, by Spelman Johnson are employed by the institution or any of its affiliates within one (1) year of the acceptance of this contract, a separate fee of \$6,000.00 will be payable to Spelman Johnson upon that person's employment.

The processes by which Spelman Johnson produces our work product, as well as all deliverables provided to the institution, are confidential and proprietary, intended for the use of the client institution for the purpose of this search only. This includes all written reports, website content, as well as video or audio recordings as applicable. Upon the signing of this contract, the institution agrees to provide Spelman Johnson with a web-ready institutional logo and photographs, to be utilized for promoting both the institution and the position on social media.

This search contract will be enforced and binding with the signature of the institution's designated representative. Please sign and return a copy to Spelman Johnson.

Sincerely,



I accept this contract and agree to its terms.



Date: 7/26/2019 _____



Address: _____

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

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

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

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

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

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

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

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

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: The Spelman & Johnson Group

UNIVERSITY OF NORTH TEXAS

Date: 7/26/2019

Date: 7/26/2019

UNT|SYSTEM

REQUEST FOR PROPOSALS

Request for Proposal #:
Request for Proposal Name:
RFP DUE DATE AND TIME:

RFP769-15-0827
Executive Search Services
September 29, 2014, 3:00 pm CST

RETURN SEALED PROPOSALS TO:
Physical Address (i.e. hand delivery and overnight):
University of North Texas System
Business Service Center-Procurement Services
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

INSTRUCTIONS FOR A FACSIMILE RESPONSE:
Fax Responses will not be accepted for this RFP.

If there are any questions regarding this RFP, submit solicitation questions to: [Solicitation Inquiry](mailto:bsc@untssystem.edu) located at bsc.untssystem.edu. All questions must be received no later than 9/15/14 at 5:00 pm CST. All questions and answers will be posted to the website by 5:00 pm CST, 9/18/14.

A copy of this proposal form is posted at and may be downloaded from: bsc.untssystem.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

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.

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 _____

IF SUBMITTING A PROPOSAL, RFP MUST BE SIGNED and ALL attached files must be printed and returned with proposal package. The HUB Subcontracting Plan must be submitted in a separate clearly marked envelope. 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 will be considered non-responsive). Sealed proposals should be received NO LATER THAN the specified due date and time. UNTS 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: _____

PAYEE ID#: _____

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

- () RFP Proposal signed on UNTS form
- () Proposed contract supplied (if applicable)
- () Original and one (1) CD/DVD in a single PDF format
- () If requested, supporting product or service documentation provided
- () Acknowledgement of Addenda included in response

NOTICE--IN ADDITION TO THE ITEMS LISTED BELOW, THE TERMS AND CONDITIONS OF THIS RFP 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 UNTS 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 must prevail on all responses.

1.0 SCOPE OF WORK (NIGP CODE: 961-30)

In accordance with Education Code 51.9335, the University of North Texas System (UNTS) is seeking proposals for the services of individuals or firms who are knowledgeable and proficient in the practice of assisting institutions of higher education in the conduct of national searches for various administrative positions. Positions may include president, vice president, provost, deans, and directors. **It is the University's intent to establish a pool of search firms for various positions and disciplines in order to expedite the search process.**

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

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

2.0 BRIEF HISTORY AND CURRENT ORGANIZATION

The University of North Texas System (UNT System) serves the North Texas area, boosting economic activity in the region by nearly \$2 billion annually. About 36,000 students are enrolled in undergraduate, graduate and professional programs, and system enrollment is projected to increase to about 45,000 students by 2015.

The UNT System has three components.

University of North Texas (UNT), founded in 1890, is the flagship university of the UNT System, a student-centered research university. It is the state's fourth largest university in the Dallas-Fort Worth region and employs approximately 5,800 faculty and staff.

The UNT Health Science Center is a graduate university housed on a 33-acre campus located in Fort Worth's Cultural District. The university includes the Texas College of Osteopathic Medicine, the Graduate School of Biomedical Sciences, the School of Public Health, the School of Health Professions, which includes the departments of Physician Assistant Studies and Physical Therapy, and the UNT System College of Pharmacy. UNT Health, the clinical enterprise of the Health Science Center, sees patients from across Tarrant County, with physicians and health providers representing most every medical specialty. UNTHSC employs approximately 1,800 faculty and staff.

UNT Dallas began forming in 1999 to enhance access to public higher education in Dallas and Ellis counties. It is located on 264 donated acres at Camp Wisdom and Houston School roads. UNT Dallas employs approximately 300 faculty and staff. The UNT Dallas College of Law is in its inaugural year and will seat approximately 80 full-time students and 40 part-time students.

3.0 DEMONSTRATION/PRESENTATION

During evaluation, UNTS may request an on-site demonstration/presentation of respondent(s). The team may consider the demonstration/presentation in the evaluation criteria. The purpose of the on-site demonstration/presentations is for clarification or to amplify the materials presented in any part of your submission. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all submissions should be complete and reflect the most favorable terms available from the offer.

4.0 TERM OF AGREEMENT

The University expects to enter into an agreement with the successful Respondent(s) for five years from date of award all terms and conditions remaining firm throughout term. Price increases may be allowed upon mutual agreement of both parties.

The successful firm(s) will be required to enter into a contract for the scope of work containing deliverables for each search conducted on behalf of UNTS. This agreement shall be mutually agreed to in writing and signed by both parties.

5.0 AWARD

The intent of this RFP is to establish a pool of vendors; multiple awards will be made.

6.0 COMMITMENT

University of North Texas System makes no commitment to purchase any minimum or maximum quantity or dollar volume of services from the selected vendor(s). All utilization of this agreement will be on an as needed basis by the University. University of North Texas System reserves the right to purchase like and similar services from other suppliers as necessary to meet operational requirements.

7.0 SCHEDULE OF EVENTS

The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE
Issue RFP	8/28/2014
Deadline for Submission of Questions	9/15/2014
Deadline for Submission of Proposals	9/29/2014

8.0 TECHNICAL PROPOSAL

Proposal shall describe the methodology to be used, which is to be based on parameters further described herein, including development of a position description, the period for soliciting applicants and nominees as well as the screening processes used to develop a listing of recommended finalists.

Proposal Format: Proposals shall address the following in sequential order, separated into distinct tabs:

8.1 Proposal Content

- 8.1.1 Description of methodology used in fulfilling the requirements of the search process.
- 8.1.2 A detail of the qualifications of the individual(s) or firm proposing to provide the services outlined below.
- 8.1.3 A detail of all costs associated with the proposed services. (Please note: University expects firm to coordinate all candidate travel arrangements within State of Texas Travel guidelines (<https://fm.x.cpa.state.tx.us/fm/travel/index.php>), but university will reimburse candidate travel directly. University shall reimburse firm for firm's actual expenses only based on State of Texas Travel Guidelines.)
- 8.1.4 Specific examples of previous search services performed that demonstrate experience and expertise for each category of position being proposed as well as disciplines such as law schools and academic health centers
- 8.1.5 Cost if candidate is not chosen from initial pool of candidates.
- 8.1.6 Describe steps/actions if pool of candidates is not sufficient and additional candidates are requested or an individual outside the pool of candidates is selected.

8.2 Vendor Requirements

- 8.2.1 Assist specific University or University System search committees in developing a position description that will optimize a strong and productive pool of candidates.
- 8.2.2 Place appropriate advertising of the position that will maximize the exposure of the position to the highest quality pool of candidates.
- 8.2.3 Act as contact for communication with persons nominating candidates or applying for the position
- 8.2.4 Identify potential candidates in a confidential manner; use contacts and previous experience to identify potential candidates who would not apply themselves.
- 8.2.5 Work with University or University System search committees to gather letters of nomination and/or recommendation, including letters of nomination from University or University System faculty and staff.
- 8.2.6 Provide information on finalists' positions.
- 8.2.7 Conduct routine and necessary background investigations of the top candidates, ensuring validity of stated credentials; determine interest and seriousness of candidate and anticipate obstacles or problems (salary, spousal placement, etc).
- 8.2.8 Obtain additional confidential references on short-listed candidates.
- 8.2.9 Assist the University or University System search committees with scheduling interviews and making travel arrangements, whether on campus or off-campus, with selected candidates.
- 8.2.10 Maintain contact with short list candidates, keeping them interested and keeping the University or University System search committees informed of their other opportunities.

- 8.2.11 Provide advice on making the offer.
- 8.2.12 The selected individual or firm will provide all names and other relevant information about potential candidates to the University or University System search committees. The firm or individual will be expected to maintain a high degree of confidentiality throughout the process. Media or other requests for information should be referred to the chair of the specific search committee. Providers of executive search services to the University or University System are subject to the state's open records law.

NOTE: Selected firm will be required to agree to the following if awarded a contract under this RFP:

Service Guarantee:

If the appointed candidate leaves their position within twelve (12) months of their appointment(s) for any reason, other than personal reasons such as health, the Search Firm will upon request of UNT System, conduct a replacement search without fee.

Search firm will agree not to solicit for employment, any employee of UNT System or its component institutions, for a minimum of two (2) years after completion of this assignment, unless permission is expressly granted by UNT System.

8.3 Categories

Each firm proposing to offer search services shall select which categories their firm excels in experience and expertise. For each category selected, provide specific examples of search services performed that demonstrate experience and expertise for that particular category. The categories provided are provided as a sample, the University of North Texas System is not limited to these categories solely.

- Vice-Chancellor positions for the University System
- University Presidents
- University Provost and Vice-President for Academic Affairs
- University Vice-President or Agency CFO
- Dean of Undergraduate/Graduate School
- Dean of future new schools
- University Directors

The above categories shall also include Senior Associate, Associate, and Assistant positions as well. University may elect to award more than one service provider for each category. University shall be the sole judge in making this determination and shall be done so in the best interests of the university. As the need arises for search services for a particular position, the search committee shall select one of the individuals or firms awarded through this RFP. The search committee shall make this determination by utilizing best value criteria as defined by Section 51.9335 of the Education Code .

An award(s) is made to the vendor(s) 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 System's needs;
- vi. The vendor's past relationship with UNT System and its component institutions;
- vii. The impact on the ability of UNT System to comply with laws and rules relating to historically underutilized business;
- viii. The total long-term cost to UNT System 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.

9.0 REFERENCES

Respondents shall provide a list of at least five (5) references where services comparable in size and scope have been performed in the last two (2) years. References shall include Company Name, Contact Person, Company Address, Telephone & Fax Number and Email Address. UNTS reserves the right to contact these references to verify the vendor's ability to perform these services. A negative reference may be grounds for the disqualification of a proposal.

10.0 QUESTIONS

Questions concerning this Proposal should be emailed to bids@untsystem.edu.

All questions must be received no later than 9/15/14 at 5:00 pm CST. All questions and answers will be posted to the website by 5:00 pm CST, 9/18/14.

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

ATTACHMENT "A"
TERMS AND CONDITIONS

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

1.1 Response Requirements:

- a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.
- 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 will be time stamped 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 to be firm for UNTS acceptance for 180 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 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 System.
- h. 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 _____
- i. Responses 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 UNTS based on an acceptable written reason.
- j. Purchases made for UNTS 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.
- k. UNTS 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 UNTS.
- l. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.
- m. FACSIMILE FOR RESPONSE— UNTS will not accept responses via facsimile.
- n. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNTS solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNTS Business Service Center Purchasing in writing are not binding on either party.
- o. 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.
- p. Unless otherwise specified, items offered shall be new and unused.
- q. 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.
- r. Samples, when requested, must be furnished free of expense to UNTS. 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.
- s. UNTS will not be bound by any oral statement, or representation contrary to the written specifications of this Response.
- t. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.

1.2 Tie Responses: In case of tie bids, any award will be made in accordance with TAC, Title 34, as amended.

1.3 Delivery:

- a. Show number of days required to place material at UNTS 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 UNTS. Vendor must keep UNTS advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNTS 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 UNTS Business Service Center Purchasing
- d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Service Center Purchasing

1.4 Inspection and Tests: All goods will be subject to inspection and test by UNTS. Authorized UNTS 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 UNTS 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 UNTS 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. Venue for any suit filed against the UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

- 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;

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- 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 UNTS needs;
- vi. The vendor's past relationship with UNTS and its component institutions;
- vii. The impact on the ability of UNTS to comply with laws and rules relating to historically under utilized business;
- viii. The total long-term cost to UNTS 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 UNTS reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever UNTS, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of UNTS.
- e. Delivery may be a factor in this award.

1.6 Payment Terms: UNTS 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 latter 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: UNTS Business Service Center-Payment Services; 1112 Dallas Dr. Ste. 4000, Denton, TX 76205 or electronically submitted to invoices@untsystem.edu

- a. Payment on any contract will be withheld 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 UNTS 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 UNTS from claims involving infringement of patents or copyrights.

1.8 Vendor Assignments: Vendor hereby assigns to UNTS 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 solicitation 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. Under Section 2155.004 Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if the certification is inaccurate.
- 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 agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- h. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards
- i. 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

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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 Carolyn Cross, UNTS Business Service Center Director of Purchasing.. 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 UNTS and its component institutions nor any conduct of any representative of the UNTS 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 UNTS 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 Carolyn Cross, UNTS Business Service Center Director of Purchasing.
- iv. Venue and service of process for suits involving UNTS 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 UNTS applies annually. Any Purchase Order may be canceled at any time without penalty if legislative and/or UNTS funds are not appropriated for goods or services obligated on any Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)
- c. **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 System for some other reason through no fault of the vendor, the vendor will be contacted. UNTS reserves the right to cancel this contract upon 30 days written notice to the contractor. The contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should conditions unforeseeable occur.
- d. **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 UNTS Internal Auditors and/or UNTS Business Service Center Purchasing.
- e. **RESPONSE RESULTS:** It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at <http://bsc.untsystem.edu/content/bid-inquiry>. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.
- f. **Centralized Master Bidders List ("CBML"):** The UNTS utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). The CMBL is located at: <http://www.window.state.tx.us/procurement/>. Non-HUB respondents are identified from various sources including the CBML.
- 1.12 Indemnification: Vendor further agrees to indemnify, defend, and hold harmless the UNTS, 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.**
- 1.13** The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that s required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.
- 1.14 Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
- 1.15 Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions (even if part of a State or local government) follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.
- 1.16 Suspension, Debarment, and Terrorism:** Vendor further certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.