

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA”) is entered into and effective as of September 1, 2019 (“Effective Date”), by and between Apogee Telecom, Inc., a Texas corporation (“Apogee”) and University of North Texas at Dallas, a public educational institution and agency of the State of Texas (“Customer”).

1. **Recital:** Customer wishes to obtain from Apogee and Apogee wishes to provide Customer with technology and other related services that are more specifically described in the Appendices to this Agreement (collectively the “Services”). Apogee and Customer, agree as follows:
2. **Initial Term:** This Agreement shall continue in force and effect from the date of execution. Monthly billing will begin on the date of activation of recurring services and continue for an initial term of thirty-six (36) months (the “Initial Term”).
3. **Renewal:** The Agreement shall automatically renew at the end of the Initial Term for a term of (24) months unless either party notifies the other in writing of its election not to renew at least (60) days in advance of the expiration of the Initial or Renewal Term then in effect. (The Initial and Renewal Terms shall be referred to in this Agreement collectively as the “Term”).
4. **Services:** Apogee shall provide the Services to Customer and Customer shall purchase and pay for those Services in accordance with the terms of this Agreement.
5. **Notices:** All notices required under this Agreement shall be in writing and shall be deemed to have been duly given when sent to each party as set forth below by courier service, first class U.S. mail or email.

If to Customer:
UNT Dallas
Attn: [REDACTED]
7400 Univeristy Hills, Blvd
Dallas, TX 75249
Telephone: [REDACTED]
Contact: Housing and Residence Life
Email: [REDACTED]

If to Apogee:
Apogee
Attn: [REDACTED]
1905 Kramer Ln, Suite A100
Austin, TX 78758
Telephone: [REDACTED]
Contact: Legal Department
Email: [REDACTED]

6. **Appendices**: The following Appendices are attached to and made a part of this Agreement:

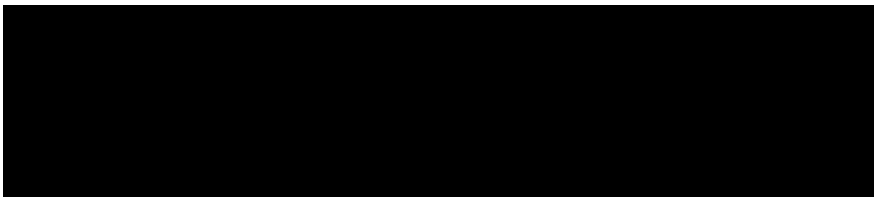
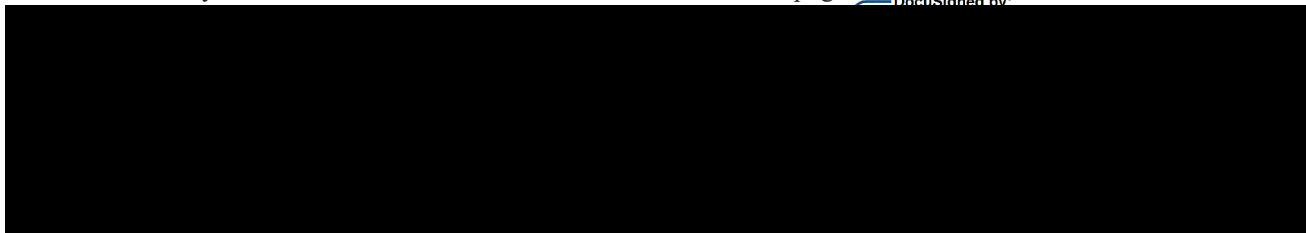
Appendix I: General Terms and Conditions

Appendix II: Fees

Appendix III: Residential Network Services

University of North Texas at Dallas

Apogee Telecom, Inc.
DocuSigned by:



**APPENDIX I
GENERAL TERMS AND CONDITIONS**

1. **Property Access and Existing System:** Customer shall provide Apogee with 24/7 access to a headend location that is cooled, powered, and secured. The “Existing System” shall mean any existing customer equipment such as but not limited to earth stations, antenna, fiber, and distribution facilities, conduit, raceways, network/distribution closets and other existing wires. Unless otherwise indicated elsewhere in this Agreement, Apogee shall make use of the Existing System. Customer shall be responsible, at its sole cost and expense, for the repair or replacement of any defective components in the Existing System. Customer shall provide escorts to rooms and access to key personnel as necessary.

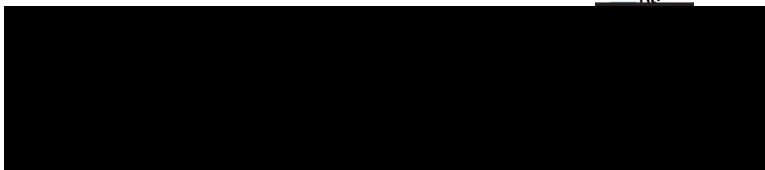
2. **Provision of Equipment:** Apogee shall own all equipment that Apogee installs at the Property under this Agreement unless and until such time as that Equipment is purchased by Customer. It is understood and agreed that the equipment is not and shall not be deemed to be attached to or a fixture on the Property and, except for any Equipment that has been purchased or is required to be purchased by Customer, Apogee shall be entitled to remove the equipment from the Property upon expiration or termination of this Agreement. Customer shall use commercially reasonable efforts to ensure that none of its employees, students, residents, contractors and/or visitors to the Property: (i) use any devices that cause frequency interference; (ii) move alter or change any Equipment; (iii) connect, directly or indirectly, additional devices to any Equipment; (iv) or authorize or permit any person to tamper or perform unauthorized modifications to the equipment.

3. **Equipment Management:** Apogee shall maintain the installed equipment in good working condition throughout the term of this Agreement. From time to time during the Term Customer may request a modification of Services or the provision of additional Services through an amendment. Apogee may, as it deems necessary, modify Equipment not owned by Customer. If Apogee dispatches a technician at the Customer’s request and the outage is solely controlled by the Customer, then Customer will be invoiced for the service call. See the Scope of Work section of this agreement for other equipment management terms that may apply.

4. **Limited Warranty:** Apogee will maintain Apogee-owned equipment for term of the service agreement. This Apogee-owned equipment warranty is void if the malfunction or defect is the result of tampering, alternation, or repair of the equipment by anyone other than Apogee. All installation services shall be free from defects in workmanship and material for a period of thirty (30) days from the date of completion. Apogee will pass through manufacturer warranties on Customer purchased equipment. At Customer’s request, Apogee can troubleshoot, repair or replace the Existing System on a time and materials basis. APOGEE DOES NOT WARRANT THAT CUSTOMER’S USE OF THE SERVICES OR ANY EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. APOGEE’S WARRANTY OBLIGATIONS ARE EXPRESSLY LIMITED TO THE REPAIR OR REPLACEMENT OF THE APOGEE-OWNED EQUIPMENT OR THE CORRECTION OF INSTALLATION SERVICES.

5. **Force Majeure:** The duties and obligations of the parties may be suspended upon the occurrence and continuation of an “Event of Force Majeure,” and for a reasonable start-up period thereafter. An “Event of Force Majeure” is one that prevents or delays the performance of an obligation under this Agreement due to causes beyond either party’s reasonable control and without either party’s fault or negligence. An Event of Force Majeure may include, but is not limited to, acts of God or war, change in controlling law or regulations, governmental action to freeze spending, severe weather conditions, civil disorder, earthquakes, fire, flood, atmospheric or satellite disturbance, epidemics, quarantines, and freight restrictions. If the Event of Force Majeure does not prevent or delay performance of an obligation under this Agreement, but rather creates hardship or frustration of purpose resulting in no need for services, Customer and Apogee may negotiate a contract modification for the limited duration of the occurrence.

6. **Fees and Taxes:** Apogee shall deliver to Customer Services described in this Agreement and Customer shall purchase and pay the charges for the Services as set forth in Appendix II. To maintain the quality of the Services Customer shall promptly, and no later than 30 calendar days after the Customer becomes aware of any performance failures, give Apogee notice of any failure of duty. In the absence of timely notice, the Services and Apogee’s performance shall be deemed to be in full compliance with the Agreement. Fees quoted do not include applicable



taxes. Customer is exempt from the payment of taxes and will provide necessary documentation to confirm its tax exempt status.

7. **Termination**: This Agreement may be terminated prior to the expiration of the then-current term in the event of an uncured material breach. In order to terminate the Agreement, the non-breaching party must provide written notice of the breach to the breaching party. The breaching party will then have forty-five (45) days to cure the breach. If the breach remains uncured, the non-breaching party may terminate the Agreement, at its option, by providing a termination notice to the breaching party giving the reason for the termination and the effective date of termination. In addition to any material breach, Customer may terminate this Agreement, at its sole option, in the event that the continuing performance of Apogee or any of its staff under this Agreement may adversely affect the health, safety, or welfare of any of Customer's student, staff, or faculty, or bring Customer into disrepute. Customer may cause Apogee to remove a staff member if the staff member's continuing performance under this Agreement may adversely affect the health, safety, or welfare of any of Customer's student, staff, or faculty.

8. **Effect of Termination**: Upon termination of this Agreement, all rights and obligations of each party hereunder shall cease as of the date of the termination; provided, however, that the termination of this Agreement pursuant to any of the provisions hereof shall be without prejudice to any rights or diminution of any obligation or liability of either party that may have accrued prior to the effective date of such termination. In the event of termination, Apogee must continue to provide the services described hereunder for a period of ninety (90) days following the termination date, for which it will be paid at the rate described herein.

9. **Invoicing and Payment**: In accordance with Chapter 2251 of the Texas Government 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 Customer; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Apogee 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. In the event Customer disputes in good faith a portion of any Apogee invoice, Customer shall remit the undisputed portion within the thirty (30) day period.

10. **Assignment**: Neither party shall assign or otherwise transfer this Agreement without the other party's prior written consent, which shall not be unreasonably withheld or delayed, except that Apogee may assign this Agreement, in whole or in part, without Customer's consent to (a) any firm or corporation controlled by, in control of, or under common control with Apogee, or (b) any entity that acquires all or substantially all of that portion of Apogee's assets to which this Agreement applies. Any purported assignment in the absence of the requisite consent shall be null and void. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties.

11. **Amendments**: This Agreement may be amended only by a written amendment that is signed by the authorized representatives of Apogee and Customer, except that a change to the Programming that has no associated effect on pricing and requires no additional equipment may be confirmed by an exchange of electronic correspondence.

12. **LIMITATION OF LIABILITY: EXCEPT FOR LIABILITY FOR PERSONAL INJURY OR DAMAGE TO PROPERTY, APOGEE SHALL NOT BE LIABLE TO CUSTOMER, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT OF COMPENSATION PAID OR PAYABLE BY CUSTOMER TO APOGEE UNDER THIS AGREEMENT DURING THE PAST TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATES ON WHICH THE CLAIM WAS MADE. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOSS OF REVENUE, DATA OR PROFITS, EVEN IF THE POSSIBILITY OF DAMAGES OR LOSS HAD BEEN DISCLOSED OR REASONABLY COULD HAVE BEEN FORESEEN. THESE LIMITATIONS SHALL APPLY REGARDLESS OF FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**

13. **Authority and Independent Contractor**: Each of the parties represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations and that its execution of this Agreement and performance of its obligations does not and will not violate any law or result in a breach of or default under the terms of any contract or agreement by which such party is bound. Apogee and Customer are and shall remain independent

contractors. Nothing in this Agreement shall be deemed or construed to create for any purpose an employer/employee, joint venture, partnership or agency relationship between the Apogee and Customer.

14. **Exclusivity:** Apogee shall be the exclusive external provider of internet updated service to the residence halls on the UNTD campus. Customer reserves the right to provide internet directly to its students at all times.

15. **Modifications:** Apogee will not be responsible for costs associated with modifications to the Property or changes to the campus fiber plant, Ethernet plant, layer two transport infrastructure, or any other after-installation occurrence. If modification to the Services is necessary and requires the removal and re-installation of equipment, Apogee will have an opportunity to provide a proposal for expanding Apogee service offerings to the new or remodeled facilities. Customer shall promptly notify Apogee of any increases to the Unit count or Bed count on the Property.

16. **Confidentiality:** Each recipient of Proprietary Information agrees that it shall (and shall cause its respective officers, directors, employees, agents, Affiliates and any other Persons obtaining Proprietary Information from such recipient to): (i) make no use of or disclose any Proprietary Information belonging to the other Party except as necessary for the performance of its obligations under the Agreement; (ii) take such precautions as it normally takes with its own confidential and proprietary information to prevent disclosure of Proprietary Information to third parties; and (iii) upon request or upon the expiration or termination of the Agreement for any reason, promptly return any Proprietary Information and all copies thereof or, upon the written request of the other Party, destroy all such materials and to certify in writing such destruction.

16.1 **Exceptions.** Notwithstanding any of the foregoing, the obligations this section shall not apply to the extent the receiving party can prove by clear and convincing evidence that such information was: (i) at the time of disclosure is publicly available or public knowledge other than as a result of a violation of the Agreement; (ii) possessed by the receiving Party at the time of disclosure as evidenced by pre-existing written records; (iii) acquired from a third party who has a right to disclose such information; or (iv) disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof.

16.2 **Group Purchasing.** Customer may disclose contract terms if the purpose is to allow other schools or entities under the same college or university system of group, state, or country to procure services through Apogee using this agreement.

16.3 **Additional Service Option.** Customer may add Video, ResNet or Admin services to this contract at any point in the contract term at the then negotiated rate for service.

16.4 **Proprietary information:** Apogee asserts that the descriptions of Services found in the Addendums to this Agreement, the Apogee RFP response and pricing/performance data are trade secret and proprietary. Proprietary and/or confidential information may be disclosed by the receiving party pursuant to judicial order, governmental regulation, or statutory requirement, including the Texas Public Information Act, provided the receiving party provides reasonable notice to the disclosing party prior to disclosure and cooperates with the disclosing party in the event the disclosing party elects to contest and avoid such disclosure.

17. **Use of the School's Marks.** Neither party shall use any trademarks, service marks, trade names, insignia, symbols, logos, decorative designs, or the like which are owned by, or licensed or sublicensed to, the other party without the other party's prior written consent. Approval for the use of any Customer's marks must be obtained through UNT Dallas' Marketing and Communications.

18. **Laws, Compliance, & Conflicting Laws.** This Agreement shall be governed by the laws of the state in which the Services are rendered without reference to its conflict of law rules. Each party shall comply with all federal, state and local laws and regulations applicable to the performance of this Agreement. In the event of a conflict between any terms in this Appendix I and those contained in another Appendix, the terms in that other Appendix as the case may be, shall prevail to the extent of the conflict. This Agreement shall prevail over the preprinted terms of any purchase order, work order or other document issued by Customer. If any terms of this Agreement shall be adjudged to be unenforceable, the parties shall endeavor in good faith to agree upon the requisite modifications to those terms, provided that with or without those modifications all other terms and provisions shall remain valid and enforceable.

19. **Dispute Resolution.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government 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 Customer and Apogee to attempt to resolve any claim for breach of contract made by Apogee that cannot be resolved in the ordinary course of business. The parties hereto specifically agree that (a) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by either party; (b) neither the execution of this Agreement by Customer nor any other conduct, action, or inaction of any representative of Customer relating to this Agreement constitutes or is intended to constitute a waiver of Customer's or the state's sovereign immunity to suit; and (c) neither party has waived its right, if any, to seek redress in the courts.

20. **Customer Use:** Customer certifies that it has read and will make available to its users the End User Agreements affiliated with the Services. The End User Agreement is located on the Apogee Portal. Customer hereby verifies and acknowledges that all services are being installed and or provided for use in campus residential areas and/or for university-related purposes only. Customer is not authorized to re-sell any of the services provided. If Customer is receiving video content off-the-air, Customer acknowledges that the property owns, or has the option to own, the receiving equipment and is distributing it to the campus at no cost, as a convenience of occupancy. If Customer is receiving internet services, Customer will cooperate with Apogee to (and gives Apogee permission to) enforce the Communications Assistance for Law Enforcement Act ("CALEA") and the regulations and orders relating thereto.

21. **University Records:** It is expressly agreed that Customer will not provide to Apogee, and Apogee will never seek to access, any Customer records that contain personally identifiable information regarding any individual that is not available to any requestor, including "directory information" of any student who has opted to prohibit the release of their "directory information" as that term is defined under the Family Education Rights and Privacy Act (FERPA). To gain access to Apogee services, students may independently disclose their contact information to Apogee through the Apogee online portal. Apogee may turn over this self-reported student information to Customer if the Customer deems its use to be for emergencies related to health and safety.

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

23. **Miscellaneous:** (a) The terms of this Agreement that expressly or by their nature are contemplated to survive this Agreement, including without limitation the provisions regarding Limitations of Liability will survive the expiration or termination of this Agreement for any reason. (b) The headings of the Sections are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement. (c) This Agreement, including all Appendices, constitutes the entire agreement between the parties and supersedes all previous understandings, commitments or representations concerning this subject matter.

**APPENDIX II
FEES**

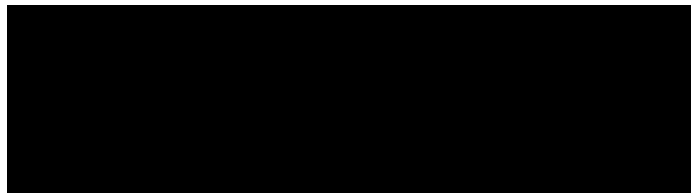
Non-Recurring Charges will be invoiced prior to the performance of work. Recurring Charges will be billed monthly in advance in twelve (12) equal payments over the Term of this Agreement.

Apogee will not be responsible for the physical and/or operational condition of any equipment installed by others. Apogee can repair problems in Customer owned equipment on a time and materials basis.

1. **Non-Recurring Charges:** \$0
2. **Recurring Residential Internet Services:**

University of North Texas at Dallas - Managed ResNet				
Year	Number of Beds	Bed Rate	Monthly Cost	Annual Cost
September 1, 2019 – August 31, 2020	119	\$17.98	\$2,139.62	\$25,675.44
September 1, 2020 – August 31, 2021	119	\$18.67	\$2,221.73	\$26,660.76
September 1, 2021 – August 31, 2022	119	\$19.39	\$2,307.41	\$27,688.92
Total Cost of Contract				\$80,025.12

- 2.1 Customer's current bed count is the minimum service level required for the term of the Agreement. Customer may purchase additional beds over and above the minimum number of beds, provided that Apogee may increase the Recurring Charges accordingly. Customer shall promptly notify Apogee of any increases to the bed count.



**APPENDIX III
RESIDENTIAL NETWORK SERVICES**

1. **Technical Detail:**

Apogee will provide equipment needed to provide a turnkey, fully managed data solution that provides high speed internet service and quality-controlled support for campus residents

2. **ResNet Service Levels:** Apogee will supply Basic Service for the term of this Agreement. Customer may add to the Basic Service by purchasing the Speed Upgrade, and Individuals may add to the Basic Service by purchasing Optional Choice Service directly from Apogee.

# of Devices	Student Upload Speed	Student Download Speed
7	100Mbps	100 Mbps

3. **Optional Choice Service:** Customer gives Apogee permission to advertise the following rates and service offering to its faculty, staff, students and guests if they wish to obtain higher speeds than Customer’s packages.

Optional Internet Upgrade Service: 200 Mbps download/200 Mbps upload per resident student/staff/guest and access from 14 total devices.

Fees for Optional Internet Upgrade Service:

Per Fall Semester	\$100
Per Spring Semester	\$100
Per Summer Semester	\$60

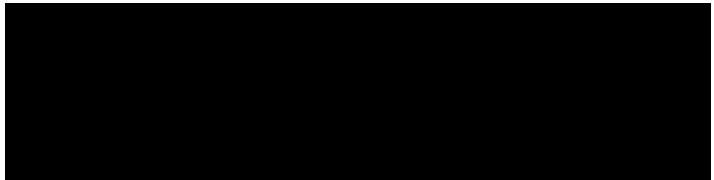
4. **Bed Count:** Customer may not reduce the number of Units beyond the minimum beds specified in the fee chart. Customer may purchase additional beds over and above the minimum number of beds, provided that Apogee may increase the Recurring Charges accordingly. Apogee shall have the right to inspect Customer’s records for purposes of verifying bed counts and other information reasonably requested to insure compliance with this Agreement.

Building	Beds
Wisdom Hall	119
Total	119

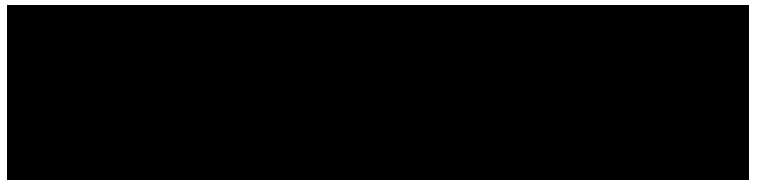
5. **Modification:** Apogee will not be responsible for costs associated with modifications to the Property or changes to the campus fiber plant, Ethernet plant, layer two transport infrastructure, or any other after-installation occurrence. If modification to the Services is necessary and require the removal and re-installation of equipment, Apogee will have an opportunity to provide a proposal for expanding Apogee service offerings to the new or remodeled facilities. Customer’s current bed count is the minimum service level required for the term of the Agreement. Customer may purchase additional beds over and above the minimum number of beds, provided that Apogee may increase the Recurring Charges accordingly. Customer shall promptly notify Apogee of any increases to the bed count.

6. **Residential Network Services:** Customer shall receive services marked with a X:

X	<u>Call Center Service:</u> Apogee will provide an assigned 24/7/365 toll free number to our Customer Support Center. For calls where an issue cannot be resolved over the phone, the Customer Support Rep will open a support ticket to enable dedicated Apogee field personnel to respond. Email, Text, and Chat support is also available.
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X	<p>Designated Coordinator: An Apogee coordinator will be on-call to service the property. The Coordinator will meet regularly with Housing and IT. To accommodate Students schedules, students may schedule an appointment to meet with the Coordinator. If the issue cannot be resolved remotely then a technician will be scheduled within 24 hours. For issues not related to Apogee controlled equipment, Apogee will open a support ticket with Customer's Help Desk.</p> <p><input checked="" type="checkbox"/> Dedicated Part Time Coordinator <input type="checkbox"/> Dedicated Full Time Coordinator</p>
X	<p>Summer Services: Apogee will provide full ResNet (both wired and wireless) access on campus throughout the summer months. At Customer's direction, Apogee will provide the existing internet services to summer camps and conferences. If the additional services are required during the summer they may be purchased from Apogee.</p>



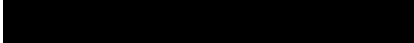
UNT | SYSTEM™

REQUEST FOR PROPOSAL

RFP No.: RFP752-19-232187-MM
Title: Housing High Speed Internet

Proposal Submittal Deadline: **August 5, 2019, 2:00 pm, local time**

Prepared by:


University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Date Issued: July 15, 2019

REQUEST FOR PROPOSAL

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SECTION 1: INTRODUCTION

1.1 UNTS System Description

The University of North Texas System (UNTS) is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2 Background

UNTS is seeking proposals for Housing High Speed Internet Service (NIGP commodity code 915-67, 838-33, 838-40, 208-54, 209-54). The University has 16 residence halls with approximately 6,900 students living on-campus (including sorority houses) all having access to the housing residential network. The University is searching for a technology provider to supply and manage a state of the art, comprehensive wired and wireless digital environment. It is expected that bidders will provide, or replace any existing, network equipment including Wi-Fi access points, infrastructure, switches/routers/aggregators, firewalls, and other necessary equipment. Upon termination of the contract, the University will retain ownership of any local infrastructure or equipment comprising the scope of services provided by the vendor.

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

SECTION 2: NOTICE TO PROPOSER

2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on August 5, 2019 (the "Submittal Deadline").

2.2 UNTS Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact ("UNTS Contact"):



The University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UNTS Contact via the following link: <https://www.untsystem.edu/bid-inquiry>.

The UNTS Contact must receive all questions or concerns no later than 2:00 PM local time on July 24, 2019. It is UNTS' intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3 Criteria for Selection

The successful Proposer(s), if any, will be the Proposer(s) who submit a response to this RFP on or before the Submittal Deadline, and whose response is the best value UNTS, taking into consideration the evaluation criteria contained herein. Selection by UNTS will be in accordance with the requirements and specifications set forth in this RFP. The successful Proposer(s) is/are referred to as the "Contractor". UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of the University, with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address, within the response, each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

Evaluation Criteria

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

- 2.3.1 Proposed Timeline
- 2.3.2 Best Overall Value
 - a. See Section xx in Attachment A
- 2.3.3 Support/SLA
 - a. Service Analysis/Reporting
- 2.3.4 Quality of Services
 - a. Planned future upgrades/Improvements
 - b. Overall Features/Offerings
 - c. Suitability of Services for Intended Use & Conformity to Specifications, Requirements, and Terms & Conditions
- 2.3.4 Project Management Expertise
 - a. General Reputation
 - b. Past Relationships With UNT or Other Higher Education Institutions
 - c. References

Furthermore, UNTS may consider information related to past contract performance of a respondent including, but not limited to, the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

2.4 Schedule of Key Events

Issuance of RFP	7/15/2019
Pre-Submittal Conference	7/23/2019, 3:00 PM local time
<i>(Ref. Section 2.6 of this RFP)</i>	
Deadline for Questions/Concerns	7/24/2019, 2:00 PM local time
<i>(Ref. Section 2.2 of this RFP)</i>	
Answers to Questions posted	7/26/2019, 5:00 PM local time
Submittal Deadline	8/5/2019, 2:00pm, local time
<i>(Ref. Section 2.1 of this RFP)</i>	

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of \$100,000 or more shall, before agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

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

Accordingly, **all proposers must submit a HUB subcontracting plan (HSP)**. A copy of the HSP forms and related information is attached to this RFP. For questions regarding the HUB Program or submittal of your HSP, vendors may contact either [REDACTED], [REDACTED] at [REDACTED]

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

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

2.6 Pre-Submittal Conference and Site Visit

A pre-submittal conference will be held on **7/23/2019, 3:00 PM local time at The Welcome Center, 1417 Maple Street Denton, TX 76201 – 2nd Floor Suite #209. A site visit to at least 2 residence halls will be available at the pre-submittal meeting.**

SECTION 3: SUBMITTAL OF PROPOSAL

3.1 Number of Copies

Proposer must submit one (1) complete original copy of its *entire* proposal. An *original* signature by an authorized officer must appear on the Execution of Offer (ref. Appendix One, Section 2) of submitted proposal. The Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

The University does not consider electronic signatures to be valid for submittal of competitive solicitation responses. Therefore, the original signature must be a "wet signature."

In addition to the original proposal, Proposer must submit one (1) complete copy of the *entire* proposal electronically on a USB flash drive. The USB flash drive must include a protective cover and be labeled with Proposer's name and the RFP number.

3.2 Submittal

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

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

Proposals must be typed on letter-size (8.5" x 11") paper. Sections within the proposal are to be tabbed for ease of reference. Pre-printed material(s), if included, should be referenced in the proposal and included as labeled attachments.

Proposer should submit all proposal materials enclosed in a sealed envelope, box and/or container. The RFP No. and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

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

Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above. Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container). If an HSP is required (refer to Section 2.5), both the proposal and the completed HSP must be in individual sealed envelopes and both envelopes placed in one sealed master container.

Note: Electronic submittals via facsimile or other electronic means will not be accepted, unless otherwise specified within this RFP.

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for UNTS' acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and, any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. Section 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.4.1.1 Specification (ref. Section 5 of this RFP),
- 3.4.1.2 Proposal Requirements (ref. Appendix One),
- 3.4.1.3 Notice to Proposers (ref. Section 2 of this RFP).

3.4.2 UNTS intends to enter into an agreement with the Contractor in substantially the form of the attached Sample Agreement.(refer to Click to enter Attachment name). Award is contingent upon the successful execution of agreement.

3.5 Submittal Checklist

Proposer is to complete, sign, and return the following documents as a part of its proposal. Failure to return each of these items with the proposal may result in rejection of the proposal.

- 3.5.1 Signed and Completed Execution of Offer (ref. Appendix One, Section 2).
- 3.5.2 Signed and Completed HUB Subcontracting Plan. (ref. Section 2.5 of this RFP). **PLEASE SUBMIT THIS INFORMATION IN A SEPARATE ENVELOPE AS SPECIFIED IN SECTION 2.5.**
- 3.5.3 Responses to Proposer's General Questionnaire (ref. Appendix One, Section 3).
- 3.5.4 Signed and Completed Addenda Checklist (ref. Appendix One, Section 4).
- 3.5.5 Responses to evaluation criteria.

SECTION 4: GENERAL TERMS AND CONDITIONS

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

4.1 **Term**

The initial term of the contract resulting from this RFP shall be for five (5) years, with five (5) options to extend in one (1) year increments by mutual consent. Either party may terminate after year one without penalty by giving at least one-hundred eighty (180) days' notice to the other party.

4.2 **Exceptions**

Any exceptions to the terms in either our standard purchase order terms and conditions or those included in the sample agreement should be clearly stated and included in a separate section of the Proposer's response and marked "exceptions". Proposers are advised that should UNTS not accept a stated exception, the result might be in the disqualification of the proposal.

SECTION 5: SCOPE OF SERVICES

5.1 **Vendor Minimum Requirements/Qualifications**

- At least 5 years of experiencing servicing higher education institutions, including residence halls
- References must include Texas or higher education relationships (Include the University of North Texas if applicable)

5.2 **Specifications**

- Max/Cap of concurrent connections
- Detailed project and implementation timeline
- Specifications of service level and quality regarding all proposed components
- Dashboard and/or reporting tools for Housing and IT Staff to monitor network statistics/outages/usage/etc.
- Vendor will provide an on-site technician – 24x7x365 direct helpdesk support to students for all contracted services via at least 3 options for contact (chat, toll-free number, email, etc.)
- Answer Time: 95% of inbound calls will be answered in less than 3 minutes - If call center is unable to solve or repair through phone support, a service request for on-site support will be placed
- Detail describing speed/bandwidth/feature increases year-by-year for contract term
- Detailed plan for loss of power- how long will battery backup keep services running
- Disclose any security breaches or loss of customer information/billing data that have happened over the years
- Evidence of financial health of the company (bank statements, or filings if they are public)
- Disclosure of any ongoing lawsuits/legal action against the company or its ownership team
- Proposal, in detailed description, for innovative solutions or alternatives, where applicable, that would provide excellence in HSA Student Instruction/Training/Marketing/Promotional Activities
- Additional Considerations: Innovative solutions or features that would provide excellence in internet/WIFI technology services to our student residents
- Wired and Wireless Services throughout the Communities including, but not limited to, all bedrooms, living areas and corresponding common areas
- Wired Ethernet service of a minimum of 500 Mbps/100 Mbps per resident
- Wired Ethernet service of a minimum of 500 Mbps/100 Mbps to each common area port
- Wireless 802.11 G, N and AC service of a minimum of 100Mbps/100 Mbps per resident with a general ratio of residents to Wi-Fi radio of less than or equal to 5: 1

- All proposals shall include no less than a 5-year initial term, wherein the University will reserve the right to renew for up to 5 additional years based on a mutually agreeable increase/decrease in pricing if warranted.
- Vendor shall make regular assessments and improvements of the provided services and equipment with the objective of providing the best possible service to the students and faculty-staff Vendor will receive proactive feedback and suggestions for planning new or upgraded systems

5.3 Pricing/Fees

- Provide services pricing to University broken down by:
 - I. Price per student/per month
 - II. Total monthly cost
 - III. Total annual cost
 - IV. Percentage of yearly increase (if applicable)
 - V. Total cost of contract
 - VI. Add alternates (cable, etc.)
 - VII. Premium student options
 - VIII. Additional costs for staff, single sign-on account usage, conference accounts, temporary accounts
 - IX. Additional value added services and/or incentives in support of the University's mission

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose

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

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

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

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this RFP. Only UNTS's responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to UNTS' Bid Opportunities Web Page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

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

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

1.3 Public Information

Proposer is hereby notified that UNTS strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

All information, documentation, and other materials submitted in response to this RFP is subject to public disclosure under the *Texas Public Information Act* (*Government Code*, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials if those materials are marked "Confidential and Proprietary" and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

1.4 Type of Agreement

Refer to the attached Sample Service Agreement

1.5 Proposal Evaluation Process

UNTS will select Contractor by using the competitive sealed proposal process described in this Section.

UNTS may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, UNTS may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, UNTS will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At UNTS' sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all proposers at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

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

1.6 Proposer's Acceptance of Evaluation Methodology

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and UNTS has made no representation written or oral that one or more agreements with UNTS will be awarded under this RFP; (2) UNTS issues this RFP predicated on UNTS's anticipated requirements for the Services, and UNTS has made no representation, written or oral, that any particular scope of services will actually be required by UNTS; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UNTS.
- 1.8.3 UNTS will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Proposers are encouraged to completely address the evaluation criteria
- 1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UNTS, in UNTS' sole discretion.

- 1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered

1.9 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. Appendix One, Section 2) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by UNTS, in its sole discretion.

1.10 Pricing and Delivery Schedule

Proposer must complete and return the Pricing Schedule (ref. Section 5 of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

UNTS will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to UNTS, and the time period within which Proposer proposes to be able to complete each such phase.

1.11 Proposer's General Questionnaire

Proposals must include responses to the questions in Section 3 of Appendix 1. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.12 Addenda Checklist

Proposer should acknowledge all addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. Appendix One, Section 4) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by UNTS, in its sole discretion.

1.13 Submittal

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. Section 1.3 of this RFP) and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

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

Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above.

Upon Proposer's request and at Proposer's expense, UNTS will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. UNTS will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

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

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without UNTS's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Appendix One, Section 2) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on UNTS that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS' acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

1.14 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.15 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.16 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

Section 2: Execution of Offer

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S RESPONSE. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S RESPONSE MAY RESULT IN THE REJECTION OF THE PROPOSAL.

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

- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
- 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
- 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
- 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
- 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
- 2.1.6 If selected by UNTS, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
- 2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
- 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, The University of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.
- 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

2.2 By signature hereon, Proposer offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.

2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UNTS's option, may result in termination of any resulting contract or agreement.

- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7 By signature hereon, Proposer certifies as follows:
 "Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."
- 2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.
- 2.9 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.10 By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.
- 2.11 By signature hereon, Proposer affirms its compliance with Texas Administrative Code Title 1, Part 10, Chapter 213, Subchapter C, Rule §213.38, Electronic and Information Resources Accessibility Standards for Institutions of Higher Education.
- 2.12 By signature hereon, Proposer represents and warrants that all products and services offered to UNTS in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 2.13 By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.
- 2.14 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.
- 2.15 If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.16 **Proposer should complete the following information:**
 If Proposer is a Corporation, then list the State of Incorporation: _____
 If Proposer is a Corporation, then list the Proposer's corporate charter number: _____
 RFP No.: _____, Title: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED, ON REQUEST, TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

Section 3: Proposer's General Questionnaire

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED, ON REQUEST, TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

Company's Legal Name:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any (mark "N/A" if not applicable) _____

Are you a certified Historically Underutilized Business (HUB)? (check one) YES NO

If "Yes", please indicate the issuing authority _____
and include copy of your certificate in your bid response package.

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Section 4: Addenda Checklist

Proposal of: _____
(Proposer Company Name)

To: The University of North Texas System

RFP Title _____

RFP No.: _____

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial where applicable).

Note: Only check the boxes that apply. For example, if there was only one addendum, initial just the first blank after "No. 1", not all 5 blanks below.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____
(Company Name)

By: _____
(Authorized Signature Name, print or type)

(Title)

(Date)

Signature (authorized signature)

-END-