

INVITATION TO BID (ITB)

FOR

HISTORICAL TAX CREDITS

ALL BID SUBMISSIONS MUST BE RECEIVED NO LATER THAN:

FRIDAY, APRIL 16th, 2021 BEFORE 5:00PM (CENTRAL TIME)

**TABLE OF CONTENTS**

**PAGE**

**Section 1 – General Information 3**

**Section 2 – Notice to Respondents 3**

**Section 3 – Requirements of Bid 5**

**Section 4 – Terms & Conditions of Bid 6**

**Section 5 – General Terms & Conditions of Agreement 8**

**Section 6 – Respondent Questionnaire & Bid Sheet 9**

**Section 1 – General Information**

1. **OBJECTIVE:** The University of North Texas System (“**UNTS**” or “**University**”) is soliciting bids (this “**ITB**”) from qualified buyers interested in purchasing Historic Tax Credits from UNTS. UNTS expects to enter into a contract with the selected buyer and/or buyers. Buyers that respond to this ITB will be referred to as “**Respondents.**” This ITB provides sufficient information for interested buyers to prepare and submit bids for consideration by UNTS.

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

1. **DESCRIPTION OF UNTS:** The University of North Texas System is governed by a nine-member Board of Regents who are appointed by the Governor. The University of North Texas System includes an Administration office and three (3) Component Institutions which are the University of North Texas, the University of North Texas at Dallas, and the University of North Texas Health Science Center.
2. **SCHEDULE OF EVENTS:**
3. **Question Submission Deadline**: Friday, April 2nd, 2021 before 5:00PM (Central Time)
4. **Question Submission Responses (FAQ’s) Posted**: Wednesday, April 7th, 2021 before 5:00PM (Central Time)
5. **Bid Submission Deadline**: Friday, April 16th, 2021 before 5:00PM (Central Time)

**Section 2 – Notice to Respondents**

**2.1** **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this invitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, et seq.).

UNTS strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *and Texas Government Code*.

* 1. **POINT OF CONTACT:** All contact and questions regarding this ITB and/or the Tax Credit Purchase Agreement must be submitted to UNTS in writing at the following email address:

**Department: Treasury**

**Email: Treasury@untsystem.edu**

* 1. **RESPONDENT QUESTIONS:** After the ITB is advertised, Respondents will have untilFriday, April 2nd, 2021 before 5:00PM (Central Time) (the “**Question Deadline**”) to submit written questions, including questions regarding terms and conditions, to UNTS’s Point of Contact (ref. **Section 2.2**). All questions submitted and received prior to the deadline will be reviewed, consolidated where possible, and answered in a written addendum that will be uploaded to the UNTS website, https://finance.untsystem.edu/historic-tax-credit, by Wednesday, April 7th, 2021 before 5:00PM (Central Time). UNTS reserves the right to decline to respond to any question.
  2. **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this ITB that materially affect or change its requirements will be issued formally by UNTS as a written addendum. Only those inquiries UNTS replies to which are made by formal written addenda shall be binding. Addenda, if required, will be posted by UNTS on the UNTS website (ref. **Section 2.3**). It is the responsibility of all Respondents to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. All such addenda issued by UNTS must be acknowledged by Respondents and incorporated into the Respondent Questionnaire & Bid Sheet (ref. **Section 6**).
  3. **EVALUATION OF BIDS AND AWARD:** The evaluation of the Bids shall be based on the requirements described in this ITB. All properly submitted Bids will be reviewed and evaluated by UNTS.
     1. A response to this ITB is an offer to contract based upon the **best price, terms, conditions, and specifications** contained therein. Bids do not become contracts until they are accepted through a fully executed contract.
     2. **Multiple Awards and Utilization:** It may be determined that accepting multiple bids by multiple Respondents is more advantageous to UNTS. UNTS reserves the right to make multiple awards against this ITB.
     3. **No Guarantee of Award:** UNTS makes no warranty or guarantee that an award will be made as a result of this ITB. UNTS reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this ITB or Tax Credit Purchase Agreement when deemed to be in the best interest of UNTS. UNTS can award bids in its sole discretion.
  4. **RESERVATION OF RIGHTS:** UNTS reserves the right to reject any and all bids and re-solicit for new bids. UNTS makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this ITB and no such representation is intended nor should be construed by the issuance of this ITB.
  5. **NON-REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the Respondent’s participation in this ITB process shall be at the sole risk and responsibility of the Respondent. Respondents submit bids at their own risk and expense.
  6. **CONFLICTS/CONTACT:** Respondents shall not contact existing members of the UNTS Board of Regents, UNTS employees, including those of Component Institutions, about this ITB until the resulting agreement(s), if any, are fully executed.
  7. **CERTIFICATE OF INTERESTED PARTIES:** If applicable, a Certificate of Interested Parties may be required, pursuant to Texas Government Code 2252.908 and Texas Ethics Commission Rule 46.

**Section 3 – Requirements of Bid**

**3.1 BID SUBMITTAL DEADLINE AND LOCATION:** UNTS will receive bids for this ITB until the time and location described below. The Respondent (not UNTS nor any of its Component Institutions) is solely responsible for ensuring that the bid is received **prior** to the specified due date and time noted in this Section. Bids must be received, in the format described below, by the following submittal deadline:

Submittal Deadline: Friday, April 16th, 2021 before 5:00PM (Central Time)

All bids must be delivered via e-mail to **Treasury@untsystem.edu**

and have the following in the subject line:

***[Your Company Name], HTC ITB 2020-001, [Date of Submission]***

NOTE: A public opening of responses will not be conducted for this ITB.

**3.2 BID FORMAT AND REQUIRED COPIES:**

3.2.1 **Unacceptable Bid Delivery Methods**: UNTS will not accept bids in response to this ITB that are submitted by mail, telephone, or facsimile (fax) transmission.

3.2.2 **Bid Submittal**: To submit a Bid, Respondent must fill out and submit the Respondent Questionnaire & Bid Sheet to UNTS via email in accordance with Section 3.1.

3.2.3 **Format for Bid:** Respondent shall make every effort to present the required information in a detailed, orderly, and compact presentation.

Respondent should submit all of the following in ONE email:

* Respondent Questionnaire & Bid Sheet (ref. **Section 6**)
* If applicable, a redlined Tax Credit Purchase Agreement, in an editable format (i.e. Microsoft Word) (ref. **Section 5**)

NOTE: Respondents are responsible for submitting all required information as requested in this ITB. The above listing of items to be included in the bid submission is a summary provided to aid Respondents in putting together the bid package. Any items stated in other Sections of the ITB, but not listed in this Section, are still required to be provided as part of the bid submission.

**3.3 PRICING:** All pricing must be in United States Dollars.

**3.4 RESPONDENT QUESTIONNAIRE & BID SHEET:** Respondent must completely answer, sign, and return the attached Respondent Questionnaire & Bid Sheet (ref. **Section 6**) for Respondent’s bid to be considered by UNTS. The Respondent Questionnaire & Bid Sheet must be signed by an individual authorized to bind Respondent to its bid. Failure to sign and return the Respondent Questionnaire & Bid Sheet will result in the rejection of Respondent’s bid. By submitting a bid,Respondent certifies that, to the best of Respondent’s knowledge, all responses are true, correct, and complete. Respondent recognizes that UNTS will rely, at least in part, on the answers provided in the Respondent Questionnaire & Bid Sheet.

**3.5 VALIDITY PERIOD:** By submitting a bid in response to this ITB, Respondent accepts that the bid will remain valid for a minimum of sixty (60) days after the submittal deadline to allow time for evaluation of bids, award determination, and any unforeseen delays.

**Section 4 – Terms & Conditions of Bid**

The items below apply to and become a part of bid. Exceptions cannot be taken to the ITB document itself nor can it be redlined. These actions may result in Respondent’s disqualification. Only additions/modifications to the Tax Credit Purchase Agreement will be considered by UNTS.

**4.1 BID REQUIREMENTS AND GENERAL INSTRUCTIONS:**

4.1.1 **Rules, Regulations & Statutes**: UNTS is an agency of the State of Texas. Respondents must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas, The University of North Texas System Rules and Regulations, and the Terms and Conditions of this form.

4.1.2 **Submittal Deadline Exception:** In the event that UNTS is closed due to inclement weather and/or emergency situations on the designated Submittal Deadline, the Submittal Deadline will default to the next open business day at the same time.

4.1.3 **Late or Unsigned Bids:** Late and/or unsigned bids will not be considered under any circumstances. Person signing the bid must have the authority to bind in a contract/agreement. The Respondent (not UNTS nor any of its Component Institutions) is solely responsible for ensuring that the complete bid is received by UNTS prior to the specified date and time.

4.1.4 **Pricing:** Bid prices are to be firm for UNTS acceptance for 60 days from bid opening date. Respondents must provide a price per unit. All pricing must be in United States dollars.

4.1.5 **Right to Accept or Reject:** UNTS reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid to best serve the interests of UNTS and the State of Texas.

4.1.6 **Withdrawal:** Any bid may be withdrawn prior to the date and time set for receipt of bids. Any bid not so withdrawn shall constitute an irrevocable offer, for a period of 60 days or until a selection has been made by UNTS.

4.1.7 **Bid Costs:** Respondents electing to respond to this ITB are responsible for any and all costs of bid preparation. UNTS is not liable for any costs incurred by a Respondent in response to this ITB.

4.1.8 **Disqualification**: Bids that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this ITB in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS’s sole discretion.

4.1.9 **Failure to Comply**: Any bid that fails to comply with the requirements contained in this ITB may be rejected by UNTS, at UNTS’s sole discretion.

4.1.10 **Oral Statements**: UNTS will not be bound by any oral statement or representation contrary to the written specifications of the ITB.

**4.2 NON-DISCLOSURE:** No public disclosures or news releases pertaining to this ITB shall be made without prior written approval of UNTS.

**4.3 RESPONDENT AFFIRMATION:** Submitting a bid with a false statement is material breach of contract and shall void the submitted bid or any resulting contract. By submitting a bid, the Respondent herein affirms:

4.3.1 As an agency of the State of Texas, UNTS holds the trust of the public. All Respondents and persons doing business with UNTS must provide the highest level of ethics in all business interactions. A Respondent shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a UNTS employee that might reasonably appear to influence the employee in the discharge of official duties. UNTS may, by written notice to Respondent, cancel this ITB and/or acceptance of Respondent’s offer to enter into the Tax Credit Purchase Agreement without incurring liability if it is determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to any officer or employee of UNTS or its Component Institutions with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such contract. In the event this ITB and/or UNTS’s acceptance of Respondent’s offer to enter into the Tax Credit Purchase Agreement is cancelled by UNTS pursuant to this provision, UNTS shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities.

4.3.2 Under Section 2155.004, Texas Government Code, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or invitation to bid on which the bid or contract is based. By submitting a bid in response to this ITB, Respondent certifies and affirms that: 1) Respondent has not received compensation for participation in the preparation of this ITB; and 2) the individual or business entity awarded this bid is not ineligible to enter into the specified contract (herein called the “Tax Credit Purchase Agreement”) and acknowledges that any resulting contract may be terminated and credits withheld if this certification is inaccurate.

4.3.4 Pursuant to Section 2155.004 Government code regarding collection of state and local sales and use taxes, Respondent certifies and affirms that Respondent is not ineligible to enter into the specified contract (herein called the “Tax Credit Purchase Agreement”) and acknowledges that this ITB and the contract may be terminated and/or credit withheld if this certification is inaccurate.

4.3.5 Respondent certifies that Respondent is in compliance with Texas Government Code, Title 6, Subtitle B, 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 submit the following information in response to this Section with Respondent’s response in order for the bid 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 5 – General Terms & Conditions of Agreement**

The terms and conditions contained in the Tax Credit Purchase Agreement will constitute and govern any contract that results from this ITB.

If Respondent has additional terms and conditions that it proposes to include in the Tax Credit Purchase Agreement or if Respondent takes exception to any terms or conditions set forth in the Tax Credit Purchase Agreement, Respondent will submit a redlinedTax Credit Purchase Agreement (in an editable format, i.e. Microsoft Word) as part of its bid in accordance with **Section 3** of this ITB. Respondent’s additions and exceptions will be reviewed by UNTS and may result in disqualification of Respondent’s bid. If Respondent’s additions and exceptions do not result in disqualification of Respondent’s bid, then UNTS may consider Respondent’s additions and exceptions when UNTS evaluates Respondent’s bid. UNTS will not be bound by or required to accept or agree to any terms and conditions that a Respondent includes (or fails to include) in its bid.

**Section 6 – Respondent Questionnaire & Bid Sheet**

**Respondent shall complete, sign, and submit this Respondent Questionnaire & Bid Sheet with Respondent’s bid response. The Respondent Questionnaire & Bid Sheet must be signed by an authorized officer of Respondent duly authorized to bind Respondent to its bid. Failure to sign the Respondent Questionnaire & Bid Sheet will result in rejection of the bid.**

All bid submittals must contain full and complete responses that are true and correct to each of the following questions about Respondent. Respondent recognizes that UNTS will rely, at least in part, on the answers provided herein. Only qualified Respondents will be considered when evaluating this ITB. Failure to respond fully to any item listed may result in rejection of the bid.

**6.1 COMPANY PROFILE:**

1. Legal name of company: \_\_
2. Address of principal place of business: \_\_
3. Number of years in business: State of incorporation:
4. Number of Employees: Annual Revenues Volume:
5. Federal Employer Identification Number (FEIN): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Name of Parent Corporation, if any: \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE: If Respondent is a subsidiary, UNTS prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

**6.2** State whether Respondent will provide a copy of Respondent’s financial statements for the past two (2) years, if requested by UNTS.

**6.3** Does any relationship exist by relative, business associate, capital-funding agreement, or any other such kinship between Respondent and any employee, officer or Regent of UNTS, including Component Institutions? If so, please explain.

**6.4** Provide the name, title, address, email, and telephone number of the individual who will serve as the primary day-to-day contact for UNTS should a contract be awarded to Respondent.

**6.5 In this section, Respondent shall provide (i) the total amount of tax credits, in US Dollars, that Respondent desires to purchase from UNTS (“Tax Credit Amount”) (ii) Respondent’s purchase price per dollar offer (“Purchase Price per Dollar”) and (iii) the total US Dollar amount that Respondent will pay, if awarded a contract, to UNTS at Closing (“Net Amount Delivered to UNTS”) for the Tax Credit Amount.**

|  |  |  |
| --- | --- | --- |
| **Tax Credit Amount** | **Purchase Price Per Dollar** | **Net Amount Delivered**  **to UNTS** |
| **$** | **$0.XXXX** | **$** |

**6.6** By signature hereon, Respondent certifies that Respondent is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

**6.7** By executing this offer, Respondent affirms that Respondent has not given, offered, nor intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and Respondent shall be disqualified and removed from the bid list.

**6.8** By signature hereon, Respondent certifies that Respondent has not violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq., Texas Business and Commerce Code, nor the Federal anti-trust laws.

Respondent/Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_ \_ \_\_\_\_\_

Name (typed/printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_