

# **REQUEST FOR PROPOSAL**

**by**

**The University of Texas System  
on behalf of  
The University of Texas System Supply Chain Alliance**

**for**

**Selection of Preferred Supplier(s)  
to provide  
Managed Services Provider  
For Contingent Workforce  
With an integrated Vendor Management System  
and related Services**

**RFP No. UTS/A18**

**Submittal Deadline: August 16, 2010**

Issued: July 9, 2010

REQUEST FOR PROPOSAL

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## SECTION 1

### INTRODUCTION

#### 1.1 Description of the University

The University of Texas System is comprised of 15 institutions of higher education with campuses across the State of Texas whose missions are devoted to world class healthcare, teaching, research, and public service (collectively, “**UT System**”). UT System currently has six health institutions and nine academic facilities making it one of the largest education systems in the United States. With an operating budget of over 10 billion dollars, UT System has a current student enrollment exceeding 190,000. UT System employs approximately 80,000 faculty and staff, making UT System one of the largest employers in the State of Texas.

UT System is comprised of the following institutions:

- The University of Texas Medical Branch at Galveston (UTMB)
- The University of Texas Southwestern Medical Center at Dallas (UTSW)
- The University of Texas Health Center at Tyler (UTHCT)
- The University of Texas Health Science Center at Houston (UTHSCH)
- The University of Texas Health Science Center at San Antonio (UTHSCSA)
- The University of Texas M.D. Anderson Cancer Center (UTMDACC)
- The University of Texas at Austin (UT Austin)
- The University of Texas at Arlington (UT Arlington)
- The University of Texas at San Antonio (UTSA)
- The University of Texas at Dallas (UTD)
- The University of Texas – Pan American (UTPA)
- The University of Texas of the Permian Basin (UTPB)
- The University of Texas at El Paso (UTEP)
- The University of Texas at Brownsville (UTB)
- The University of Texas at Tyler (UTTY)

UT System has established the University of Texas System Supply Chain Alliance (the “**Alliance**”) to conduct and coordinate strategic purchasing initiatives across UT System. UTMB, UTSW, UTHCT, UTHSCH, UTHSCSA and UTMDACC are members of the Alliance. The Alliance is also affiliated with UT System academic campuses and Baylor College of Medicine. Through a collaborative relationship, the Alliance seeks to combine the supply chain and contracting activities and efforts to obtain best value goods, services, and equipment, while reducing total acquisition costs.

The Alliance has created a team of supply chain professionals (the “**Strategic Sourcing Team**”) that has been tasked with executing Alliance purchasing initiatives. The Strategic Sourcing Team assembles a team of subject matter experts (“**SMEs**”) from each participating institution to assist in the development of each sourcing event and the evaluation of suppliers during the procurement process. SMEs are involved from the sourcing event’s initial inception and work with the Alliance and UT System to select the best value supplier(s).

By participating in this Request for Proposal (“**RFP**”), proposer(s) (collectively, “**Proposer**”) agrees to extend all goods, services and pricing to any Alliance member or affiliate (collectively, “**Institutional Participant**”) that wishes to participate in any contract entered into with Proposer.

UT System, on behalf of the Alliance, seeks to identify a potential supplier or suppliers that will provide the most practical and cost effective business model to serve the needs of Institutional Participants. The successful Proposer will be referred to and designated as “Preferred Supplier.”

## 1.2 Objective of this Request for Proposal

UT System, on behalf of the Alliance, is soliciting proposals in response to this Request for Proposal for Selection of a Preferred Supplier as a Managed Services Provider for Contingent Workforce with an Integrated Vendor Management System and related Services RFP No. UTS/A18 (this “RFP”), including the goods and services more specifically described in **Section 5.4** (Scope of Work) of this RFP, and Preferred Supplier’s other duties and obligations under the Agreement (collectively, the “Services”).

The goal of this RFP is to provide UT System with a Preferred Supplier to provide Services to Institutional Participant. UT System will work through the Alliance to team with one or more Preferred Suppliers and develop a relationship that will produce a win-win for all parties. UT System hopes to work through the Alliance with the Preferred Supplier to establish practical business processes and procedures that will foster a strong working relationship.

In this process, Proposer will provide detailed information regarding the proposed Services of the proposed program. The Proposer will submit a tiered service fee based on total sales, to be charged for Services. The categories of contingent workforce currently include Administrative, Light Industrial and Information Technology. These categories may be expanded by each Institutional Participant as needed.

Proposers are invited to submit proposals to establish a strategic business alliance with UT System that will maximize the resources of both organizations to most effectively meet the requirements specified in this RFP document. Specifically this RFP process should:

- Provide a comprehensive and guaranteed pricing structure for related goods and services;
- Leverage the aggregate purchasing volumes of Institutional Participants;
- Achieve cost savings for Institutional Participants;
- Create a process for utilization of Preferred Suppliers to meet the needs of the Institutional Participants for ad hoc staffing requirements and project staffing requirements;
- Improve the overall customer satisfaction; and
- Enhance relationships between Proposer and contingent workforce that will service Institutional Participants.

## 1.3 Background and Special Circumstances

The aggregated estimated value of this RFP is approximately **\$10 Million Dollars** annually.

The estimate is driven by the historical information provided by UTMB, UTMDACC and UTHSCH based on Administrative, Light Industrial and Information Technology categories.

UTMDACC's historical spend under a managed service provider with an integrated vendor management system is approximately \$7,570,000 annually. UTMB's historical spend is \$1,512,000 and UTHSCH's historical spend is \$500,000, both utilizing temporary staffing agencies for contingent workforce. In addition to these institutions, it is the intent of the Alliance to market the selected Preferred Supplier(s) to all Institutional Participants that may be interested in Services in the future.

**THIS VALUATION IS AN ESTIMATE ONLY. THE ESTIMATES OF PURCHASE AND USAGE OF SERVICES INCLUDED IN THIS RFP ARE ESTIMATES ONLY. SERVICES PURCHASED UNDER ANY AGREEMENT RESULTING FROM THIS RFP MAY BE MORE OR LESS THAN THE ESTIMATES PROVIDED IN THIS RFP. UT SYSTEM DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT UT SYSTEM WILL PROCURE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY OF SERVICES UNDER ANY AGREEMENT RESULTING FROM THIS RFP. UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES, AND GUARANTIES.**

UT System is seeking to reduce the total cost of the Service while creating synergies between UT System and the Preferred Supplier(s).

**SECTION 2****NOTICE TO PROPOSER****2.1 Submittal Deadline**

UT System will accept proposals submitted in response to this RFP until **3:00 PM**, Central Prevailing Time on **August 16, 2010** (the "**Submittal Deadline**").

**2.2 University Contact Person**

Proposers will direct all questions or concerns regarding this RFP to the following UT System contact person (the "**UT System Contact**"):

Rose Berberian, Sourcing Specialist  
UT System Supply Chain Alliance  
Strategic Sourcing Team  
Phone: 713.792.1635  
Email: rberberian@mdanderson.org

UT System specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UT System Contact. The UT System Contact must receive all questions or concerns no later than **July 30, 2010**. UT System will have a reasonable amount of time to respond to questions or concerns. It is UT System's intent to respond to all appropriate questions and concerns; however, UT System reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

Successful Proposer, if any, selected by UT System in accordance with the requirements and specifications set forth in this RFP will be Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is most advantageous to UT System.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UT System in terms of (1) goods and services to UT System, (2) total overall cost to UT System, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UT System in a contract for the Services.

An evaluation team from UT System will evaluate proposals. The evaluation of proposals and the selection of Preferred Supplier will be based on the information provided by Proposer in its proposal. UT System may give consideration to additional information if UT System deems such information relevant.

The criteria to be considered by UT System in evaluating proposals and selecting Preferred Supplier, will be those factors listed below:

**2.3.1 Threshold Criteria Not Scored**

2.3.1.1 Ability of UT System to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of UT System to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

- 2.3.2.1 the cost of goods and services;
- 2.3.2.2 the reputation of Proposer and of Proposer's goods or services;
- 2.3.2.3 the quality of Proposer's goods or services;
- 2.3.2.4 the extent to which the goods or services meet UT System's needs;
- 2.3.2.5 Proposer's past relationship with UT System;
- 2.3.2.6 the total long-term cost to UT System of acquiring Proposer's goods or services
- 2.3.2.7 Proposer's exceptions to the terms and conditions set forth in **Section 4** of this RFP.

**2.4 Key Events Schedule**

Issuance of RFP	July 9, 2010
Pre-Proposal Conference (ref. <b>Section 2.6</b> of this RFP)	July 20, 2010
Deadline for Questions/Concerns (ref. <b>Section 2.2</b> of this RFP)	July 30, 2010
Submittal Deadline (ref. <b>Section 2.1</b> of this RFP)	3:00 PM, Central Prevailing Time on August 16, 2010
Selection of Finalist	Mid September, 2010
Finalist Interviews	Mid to Late September, 2010
Anticipated Contract Award(s)	Late September, 2010

**IMPORTANT NOTICE:** The Key Events Schedule represents many sourcing and contracting activities occurring within a short period of time. All Proposers are hereby asked in advance to make the following resources available to expedite the selection and contracting process:

1. If selected as a finalist, Proposer may be required to attend an interview session that includes a face-to-face meeting with an advance notice of no more than one week. The anticipated location of this activity is Houston, Texas.
2. If selected for contract award, Proposer should have its chief legal and business officers available for commencement of contract negotiations with 72 hours of notice of award. Such negotiations may take place face-to-face in order to expedite the contracting phase. The anticipated location of this activity is Austin, Texas. Proposers are requested to reference Section 5.3 of the RFP and provide any exceptions to Appendix Three of this RFP as part of Proposer's RFP response.

**Proposers should not underestimate the necessity of complying with the Key**

**Events Schedule and critical activities listed above. UT System reserves the right to revise the Key Events Schedule at anytime.**

## **2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Preferred Supplier subcontracts any of the Services, then Preferred Supplier must make a good faith effort to utilize HUBs certified by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by UT System as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by UT System, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by Proposer is subject to review by UT System to ensure compliance with the HUB program.

2.5.2 UT System has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with UT System’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX TWO** and incorporated for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX TWO**. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.*

Preferred Supplier will not be permitted to change its HSP unless: (1) Preferred Supplier completes a newly modified version of the HSP in accordance with the terms of **APPENDIX TWO** that sets forth all changes requested by Preferred Supplier, (2) Preferred Supplier provides UT System with such a modified version of the HSP, (3) UT System approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this RFP are amended in writing by UT System and Preferred Supplier to conform to the modified HSP.

2.5.4 Proposer must submit one (1) signed copy of the HSP to UT System at the same time it submits its proposal to UT System (ref. **Section 3.1** of this RFP). The signed copy of the HSP must be submitted electronically utilizing the Ariba® E-sourcing tool (the “**HSP Packet**”) as more particularly described in **Section 3.1** of this RFP. Proposer must ensure that the HSP Packet is submitted according to the electronic instructions provided in this RFP.



Any proposal submitted in response to this RFP that is not accompanied by an HSP Packet meeting the above requirements will be rejected by UT System and returned to Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, UT System will open a Proposer's HSP Packet prior to opening the proposal submitted by Proposer, in order to ensure that Proposer has submitted a signed copy of the Proposer's HSP Packet as required by this RFP. A Proposer's failure to submit a signed copy of the completed HSP Packet as required by this RFP will result in UT System's rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will remain unopened and will be disqualified and not reviewed by UT System. (ref. **Section 1.5 of Appendix One** to this RFP.)

**Note:** The requirement that Proposer provide a signed and completed HSP Packet under this **Section 2.5.4** is separate from and does not affect Proposer's obligation to provide UT System with its proposal as specified in **Section 3.1** of this RFP.

## 2.6 Pre-Proposal Conference

UT System will hold a pre-proposal conference at 10:30 AM, Central Prevailing Time on July 20, 2010. Proposers may attend the conference in one of the following two formats:

2.6.1 In person attendance located in the Bank of America Building at 1020 Holcombe Blvd. Suite 1450, Houston, TX, 77030 (located in the Texas Medical Center); or

2.6.2 Webinar broadcast via the Internet utilizing the "Go-to-Meeting" webinar conference service.

The Pre-Proposal Conference will allow all Proposers an opportunity to ask the Alliance, the Strategic Sourcing Team, and UT System HUB representatives relevant questions and clarify provisions of this RFP. Proposer should notify the Contact no later than July 16, 2010, whether they will attend the Pre-Proposal Conference by emailing the Contact at [rberberian@mdanderson.org](mailto:rberberian@mdanderson.org). Proposers must clearly state in which format they will attend. If the Proposer selects to attend the Pre-Proposal Conference in the webinar format they will be provided with complete details and instructions (including personal computer requirements). If the Proposer selects to attend the Pre-Proposal Conference in person, there will be a strict limit of two (2) individuals per Proposer.

## SECTION 3

### SUBMISSION OF PROPOSAL

#### 3.1 Electronic Submission Notice

Submittal of proposals in response to this RFP will be conducted entirely electronically utilizing UTMDACC's Ariba® e-sourcing tool. To register for participation in this RFP, please email or call the Contact for further instruction. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and electronically uploaded as instructed. Proposals must be completed and received by UT System on or before the Submittal Deadline (ref. **Section 2.1** of this RFP).

#### 3.2 Proposal Validity Period

Each proposal must state that it will remain valid for UT System's acceptance for a minimum of one hundred eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

#### 3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, the Agreement (ref. **APPENDIX THREE**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications, Additional Questions and Scope of Work (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 goods and services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.3.1.1. Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP);
- 3.3.1.2. Agreement (ref. **APPENDIX THREE**);
- 3.3.1.3. Proposal Requirements (ref. **APPENDIX ONE**); and
- 3.3.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

#### 3.4 Submittal Checklist

Proposer is instructed to complete, sign, and upload into the Ariba® e-Sourcing tool, the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then UT System may reject the proposal:

- 3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**).
- 3.4.2 Responses to questions and requests for information in the Specifications, Additional Questions and Scope of Work Section (ref. **Section 5** of this RFP).
- 3.4.3 Signed and Completed Pricing and Service Affirmation (ref. **Section 6** of this RFP).

- 3.4.4 Signed and completed copy of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX TWO**).
- 3.4.5 Responses to Proposer's Survey (ref. **Section 5** of this RFP).
- 3.4.6 Responses to Proposer's Price Schedule (ref. **Section 5** of this RFP).
- 3.4.7 Addenda Checklist, if applicable (ref. **Section 3** of **APPENDIX ONE** to this RFP).

## SECTION 4

### GENERAL TERMS AND CONDITIONS

#### 4.1 General Information regarding Structure of Transaction and Terms and Conditions

The structure of the transaction UT System intends to enter into as a result of this RFP will be substantially similar to the following: (1) one Preferred Supplier Agreement (“**PSA**”) between UT System and Preferred Supplier; (2) several Institutional Participation Agreements (each an “**IPA**”) signed by participating Alliance members and affiliates; and (3) any other transaction specific documents (collectively, the “**Agreement**”).

The terms and conditions contained in the Agreement (ref. **APPENDIX THREE**, Sample Preferred Supplier Agreement) or, in the sole discretion of UT System, terms and conditions substantially similar to those contained in the Agreement, will be included in any Agreement that results from this RFP (ref. **Section 1.4** of **APPENDIX ONE**).

If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX THREE**), Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.3** of this RFP. Proposer’s exceptions will be reviewed by UT System and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then UT System may consider Proposer’s exceptions when UT System evaluates Proposer’s proposal.

## SECTION 5

### SPECIFICATIONS, ADDITIONAL QUESTIONS AND SCOPE OF WORK

#### 5.1 General

The minimum requirements and the specifications for the products and services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 1.2** of this RFP, the successful Proposer(s) is referred to as the **“Preferred Supplier.”**

#### 5.2 Minimum Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

- 5.2.1 Proposer must be a managed service provider for contingent workforce with an integrated vendor management system.
- 5.2.2 Preferred Supplier must pay to the Alliance a quarterly administrative fee of 1% of the Total Net Sales made by Preferred Supplier under this Agreement.
- 5.2.3 Assign a dedicated account manager to oversee the Alliance Preferred Supplier relationship

#### 5.3 Additional Questions Specific to this RFP and Scope of Work

Proposer must submit the following information as part of Proposer’s proposal:

- 5.3.1 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in **APPENDIX FOUR, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. **NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.**
- 5.3.2 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Electronic and Information Resources (“EIR”) Environment Specifications**. **APPENDIX FIVE** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide to University. Responses to **APPENDIX FIVE** will be incorporated into the Agreement and will be binding on Preferred Supplier.
- 5.3.3 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX THREE**), Proposer will submit a list of the exceptions.
- 5.3.4 Proposers will provide answers to the questions listed in the Proposer’s Survey (“**Proposer’s Survey**”) (ref. **Section 5.5** of this RFP) to the best of Proposer’s knowledge as responses may be incorporated into the Agreement. The questions in the Proposer’s Survey will provide UT System with additional information about Proposer and various efficiencies and economies of scale that Proposer may provide to Institutional Participants.

- 5.3.5 Preferred Supplier will provide the following services to Institutional Participants. UT System intends to contract with a managed service provider for contingent work staff with an integrated vendor management system.
- 5.3.6 Proposers will provide information regarding value-added offerings and Proposer's approach to providing strategic solutions, including detailed information regarding the structure of Proposer's offerings and capabilities. Proposer(s) will provide detailed information regarding their company's structure and product information and quality.
- 5.3.7 Proposer should submit a service fee percentage charged to the temporary staffing agency based on the tiers provided in the Pricing Schedule (ref. **Attachment A** to this RFP) and within the Proposer's Survey (ref. **Section 5.5** of this RFP).
- 5.3.8 Proposer should submit information regarding Proposer's account management, reporting capabilities, competitive advantage, and other information requested in the Proposer's Survey (ref. **Section 5.5** of this RFP).
- 5.3.9 As part of the final selection process, Proposer may be asked to provide a formal interview as a finalist in the selection of a Preferred Supplier and contract award. Proposer's interview will allow UT System to clarify any technical, quality, or pricing questions that may arise in connection with Proposer's proposal.

#### 5.4 Contract Term

In accordance with Section 2 of the Agreement, the anticipated base term of any contract resulting from this RFP will be for a five (5) years with an option to renew for an additional two (2) year period.

#### 5.5 Proposer's Survey

The Proposer's Survey contains a list of additional questions the Proposer will answer when responding to this RFP. If Proposer's needs to submit additional supporting information, refer to the supporting information is responses to the Proposer's Survey and attach supporting materials in a logical and clear manner. Any supporting information must be included in electronic form via the Ariba® e-Sourcing tool and must follow the following naming convention: (<Proposer Name> - <Question Number> - Response - <File Name>).

#### 5.6 Price Schedule (ref. Attachment A)

## SECTION 6

### PRICING AND SERVICE AFFIRMATION

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**Ref.:** Managed Service Provider with Integrated Vendor Management System

**RFP No.:** UTS/A18

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Services required pursuant to the above-referenced Request for Proposal upon the pricing terms quoted below.

#### **6.1 Service Fee Quotation**

The prices quoted in **Attachment A**, Price Schedule, to this RFP will be Proposer's service fee charged to temporary staffing agencies based on the total sales associated with Services.

#### **6.2 Administrative Fees**

Proposer agrees that if Proposer is awarded an Agreement under this RFP, it will provide a quarterly administrative fee of 1% of the Total Net Sales made by Preferred Supplier under this Agreement. "Total Net Sales" means the total dollar amount of all monies paid to Preferred Supplier for Services by an Institutional Participant, less credits, taxes, and unpaid invoices. The administrative fee will be used by UT System to provide support for implementation, administration, monitoring, and management of the Agreement.

#### **6.3 University's Payment Terms**

UT System's standard payment terms for goods and services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to UT System:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days/net 30 days

Proposer certifies and agrees that all prices, rebates, and incentives proposed in Proposer's proposal have been reviewed by Proposer's executive management.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_



**SECTION 6**

**PRICING AND SERVICE AFFIRMATION**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**Ref.:** Managed Service Provider with Integrated Vendor Management System

**RFP No.:** UTS/A18

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Services required pursuant to the above-referenced Request for Proposal upon the pricing terms quoted below.

**6.1 Service Fee Quotation**

The prices quoted in **Attachment A**, Price Schedule, to this RFP will be Proposer's service fee charged to temporary staffing agencies based on the total sales associated with Services.

**6.2 Administrative Fees**

Proposer agrees that if Proposer is awarded an Agreement under this RFP, it will provide a quarterly administrative fee of quarterly administrative fee of 1% of the Total Net Sales made by Preferred Supplier under this Agreement. Total Net Sales" means the total dollar amount of all sales of office furniture that are made by Preferred Supplier or Preferred Supplier reseller, to an Institutional Participant, less credits, returns, taxes, and unpaid invoices. The administrative fee will be used by UT System to provide support for implementation, administration, monitoring, and management of the Agreement.

**6.3 University's Payment Terms**

UT System's standard payment terms for goods and services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to UT System:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days

Proposer certifies and agrees that all prices, rebates, and incentives proposed in Proposer's proposal have been reviewed by Proposer's executive management.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

**The University of Texas System**  
**RFP No. UTS/A18**  
**Attachment A - Price Schedule**

**Instructions for completion:**

**Service Fee**

Please provide an initial service fee to be firm for a period of twelve months from the Institutional Participant's implementation date.

Please provide the proposed service fee for UT System based on the annual spend under contract. The service fee will be deducted from the staffing agencies payments processed by Proposer, excluding travel and expense reimbursements, in consideration of the managed services provider of contingent workforce with an integrated vendor management system provided by Proposer. The service fee will be calculated annually within thirty (30) days of Effective Date anniversary based on the preceding fiscal year's spend.

If Proposer would like to offer additional discounts, please provide detailed information regarding additional discounts.

Initial Service Fee ( firm for the first 12 months)	0.00%
After initial 12 months, if the annualized spend is:	Service Fee will be:
Less than \$1M	0.00%
Greater than \$1M but Less than \$2M	0.00%
Greater than \$2M but Less than \$3M	0.00%
Greater than \$3M but Less than \$4M	0.00%
Greater than \$4M but Less than \$5M	0.00%
Greater than \$5M but Less than \$7M	0.00%
Greater than \$7M but Less than \$10M	0.00%
Greater than \$10M but Less than \$15M	0.00%
Greater than \$15M but Less than \$17M	0.00%
Greater than \$17M but Less than \$20M	0.00%
Greater than \$20M but Less than \$25M	0.00%
Greater than \$25M but Less than \$30M	0.00%
Greater than \$30M but Less than \$35M	0.00%
Greater than \$35M but Less than \$40M	0.00%
Greater than \$40M	0.00%

**APPENDIX ONE  
PROPOSAL REQUIREMENTS**

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## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

UT System is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing goods and 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 UT System.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the goods and services to be performed, the detailed requirements of the goods and services to be provided, and the conditions under which such goods and 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 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

UT System 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 UT System as having received a copy of this RFP. Only UT System's responses that are made by formal written Addenda will be binding on UT System. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UT System prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 3** of **APPENDIX ONE**). The Addenda Checklist must be received by UT System prior to the Submittal Deadline and should accompany Proposer's proposal.

Any interested party that receives this RFP by means other than directly from UT System is responsible for notifying UT System that it has received an RFP package, and should provide its name, address, telephone number and FAX number to UT System, so that if UT System 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 UT System strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

UT System may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, UT System will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, 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 and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

#### 1.4 Type of Agreement

Preferred Supplier, if any, will be required to enter into an agreement with UT System and Participating Institutions in a form substantially similar to the sample Preferred Supplier Agreement (“**Agreement**”) attached to this RFP as **APPENDIX THREE** and incorporated for all purposes.

#### 1.5 Proposal Evaluation Process

UT System will select Preferred Supplier by using the competitive sealed proposal process described in this Section. UT System will open the HSP Packet submitted by a Proposer prior to opening Proposer’s proposal in order to ensure that Proposer has submitted the number of completed and signed originals of Proposer’s HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by UT System as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, UT System may invite one or more selected Proposers to participate in oral presentations. UT System will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Preferred Supplier.

UT System may make the selection of Preferred Supplier on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, UT System may make the selection of Preferred Supplier on the basis of negotiation with any of Proposers. In conducting such negotiations, UT System will avoid disclosing the contents of competing proposals.

At UT System's sole option and discretion, UT System may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, UT System may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, UT System will defer further action on proposals not included within the competitive range pending the selection of Preferred Supplier; provided, however, UT System reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of UT System.

After submission of a proposal but before final selection of Preferred Supplier is made, UT System may permit a Proposer to revise its proposal in order to obtain 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. UT System will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. UT System is not obligated to select Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UT System overall, as determined by UT System.

UT System 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 UT System. Proposer is hereby notified that UT System will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UT System.

## **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, Additional Questions and Scope of Work (ref. **Section 5** of this RFP), [d] the terms and conditions set forth in the Sample Preferred Supplier Agreement (ref. **APPENDIX THREE**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UT System 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 UT System has made no representation written or oral that one or more agreements with UT System will be awarded under this RFP; (2) UT System issues this RFP predicated on UT System's anticipated requirements for the Services, and UT System has made no representation, written or oral, that any particular scope of services will actually be required by UT System; 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 UT System.

1.8.3 UT System will not provide compensation to Proposer for any expenses incurred by Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer, unless otherwise expressly agreed in writing. 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 UT System, at UT System'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.

- 1.8.6 UT System makes no warranty or guarantee that an award will be made as a result of this RFP. UT System 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 when deemed to be in UT System's best interest. UT System 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 UT System, at UT System'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 UT System, in UT System's sole discretion.

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP). 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.

### 1.9.2 Execution of Offer

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

### 1.9.3 Pricing and Service Affirmation

Proposer must complete and return the Pricing and Service Affirmation (ref. **Section 6** of this RFP), as part of its proposal.

UT System will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Service Affirmation.

In the Pricing and Service Affirmation, Proposer should describe each significant phase in the process of providing the Services to UT System, and the time period within which Proposer proposes to be able to complete each such phase.

### 1.9.4 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 3** of **APPENDIX ONE**)



as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by UT System, in its sole discretion.

#### 1.9.5 Submission

Proposer should submit all proposal materials via UTMDACC's Ariba® E-sourcing tool. Proposer should ensure that all documents are submitted electronically in accordance with the instructions in **Section 3.1** of this RFP.

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

Upon Proposer's request and at Proposer's expense, UT System will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. UT System 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.

UT System will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by hard copy (i.e., paper form) 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 UT System. 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 UT System's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UT System, in UT System's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) 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 UT System 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 UT System as specified herein and that such intent is not contingent upon UT System's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

## SECTION 2

**EXECUTION OF OFFER**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH PROPOSER'S PROPOSAL 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 UT System and Proposer; (3) UT System has made no representation or warranty, written or oral, that one or more contracts with UT System 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 (ref. **APPENDIX THREE**), under which Proposer will be required to operate.
- 2.1.6 If selected by UT System, 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 UT System, 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 UT System will rely on such statements, information and representations in selecting Preferred Supplier. If selected by UT System, Proposer will notify UT System 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 UT SYSTEM, INDEMNIFY, AND HOLD HARMLESS UT 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 UT System 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 Proposer may be removed from all proposal lists at UT System.
- 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 UT System'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 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 any member of the Board of Regents of the University of Texas System or an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to UT System in writing; (ii) Proposer has not been an employee of any component institution of The University of 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 UT System enters into a contract or agreement with Proposer.

- 2.9** By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting UT System from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.10** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11** By signature hereon, Proposer represents and warrants that all products and services offered to UT System 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.
- 2.12** 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 UT System makes an award or enters into any contract or agreement with Proposer.
- 2.13** If Proposer will sell or lease computer equipment to UT System 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.

**2.14 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation then Proposer's Corporate Charter Number: \_\_\_\_\_

RFP No.: UTS/A17

**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.**

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

**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)

**SECTION 3**

**ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**Ref.:** \_\_\_\_\_ Services related to the \_\_\_\_\_

**RFP No.:** UTS/A17

Ladies and Gentlemen:

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

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

APPENDIX TWO

HUB SUBCONTRACTING PLAN

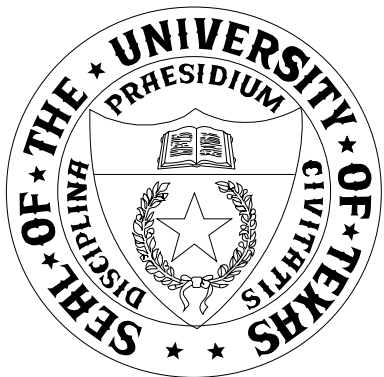


THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION  
May, 2009

**APPENDIX TWO**

**POLICY ON UTILIZATION  
HISTORICALLY UNDERUTILIZED  
BUSINESSES**

**Vendor/Commodities**



**The University of Texas System  
Office of HUB Development  
Policy on Utilization of Historically Underutilized Businesses (HUBs)**

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# The University of Texas System Administration

## POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

### Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.11 of the Texas Administrative Code (TAC), The Board of Regents of the University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction; services, including professional and consulting services; and commodities contracts. The HUB Rules, promulgated by the Texas Comptroller of Public Accounts (the “Texas Comptroller”), set forth in 34 TAC Sections 20.11-20.28, encourage the use of HUBs by implementing these policies through race- ethnic- and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the following goals as specified in the State of Texas Disparity Study:

- **11.9% for heavy construction other than building contracts;**
- **26.1% for all building construction, including general contractors and operative builders contracts;**
- **57.2% for all special trade construction contracts;**
- **20% for professional services contracts**
- **33% for all other services contracts, and**
- **12.6% for commodities contracts.**

The University of Texas System shall make a good faith effort to meet or exceed these goals to assist HUBs in receiving a portion of the total contract value of all contracts that the U. T. System expects to award in a fiscal year. The University of Texas System may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F.

**SUMMARY OF REQUIREMENTS**  
**Historically Underutilized Business (HUBs) Subcontracting Plan**

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. Accordingly, The University of Texas System has adopted “**APPENDIX THREE, Policy on Utilization of Historically Underutilized Businesses**”. The Policy applies to all contracts with an expected value of \$100,000 or more. The Board of Regents of The University of Texas System is the contracting authority.

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of \$100,000 or more, The University of Texas System (“U. T. System” or the “University”) will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not U. T. System has determined that subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan will result in rejection of the Response.**
2. If subcontracting opportunities are probable, U. T. System will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
  - a. When subcontracting opportunities are probable, and the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors [[34 TAC §20.14 (d) (1)(A)(B)(C)(D) (2)(A)(B)(C)(D)(E) (3)(A)(B)].
  - b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent’s HUB Subcontracting Plan shall include **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification (page 9) as the HUB Subcontracting Plan (HSP). [34 TAC §20.14 (d)(4)(A)(B)(C)(D)]**
3. If subcontracting opportunities are not probable, U. T. System will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
  - a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all of the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification (page 9) as the HUB Subcontracting Plan (HSP).**
  - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan
5. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, U. T. System shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent's contract with the University of Texas System. **Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort. Any revisions after the submission of the HUB Subcontracting Plan shall be approved by the HUB Coordinator.**
6. The University shall reject any Response that does not include a fully completed HUB Subcontracting Plan, as required. An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.

7. Changes to the HUB Subcontracting Plan. Once a Respondent's HUB Subcontracting Plan is accepted by U. T. System and becomes a provision of the contract between Respondent and U. T. System, the Respondent can only change that HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to U. T. System for review; (c) U. T. System (including U. T. System's HUB Coordinator) approves Respondent's proposed changes to its HUB Subcontracting Plan; and (d) U. T. System and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract's existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by U. T. System.
8. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, U. T. System wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the "Additional Work"), U. T. System will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If U. T. System determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to U. T. System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HUB Subcontracting Plan must be approved by U. T. System (including U. T. System's HUB Coordinator) before (a) the contract may be amended by U. T. System and the Respondent to include the Additional Work and the amended HUB Subcontracting Plan and (b) the Respondent performs the Additional Work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by U. T. System for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before U. T. System and that Respondent amend their contract to include a revised HUB Subcontracting Plan that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with U. T. System. As a result of such breach, U. T. System will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC Section 20.14. University may report a Respondent's nonperformance under a contract between that Respondent and U. T. System to the Texas Comptroller in accordance with 34 TAC Sections 20.101 through 20.108.
9. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with U. T. System as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 7 above .
10. The University shall require a vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors by submitting a **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** with each request as a condition for payment.
11. If the University determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, the University, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.14, (d) (13) related remedies of nonperformance to professional services firms, contractor, and vender implementation of the HUB Subcontracting Plan.
12. In the event of any conflict between this "Summary of Requirements" and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
13. These requirements, including the attachments referred to above, may be downloaded over the Internet from <http://www.utsystem.edu>. For additional information contact Lynda Dyess, Director of HUB Programs, The University of Texas System Administration, 512/499-4724.

**Vendor/Commodities HSP  
Summary of Attachments Required from Respondents**

	<b>Letter of Transmittal Page 7</b>	<b>HUB Subcontracting Plan (HSP) Pages 8-10</b>	<b>Progress Assessment Report (PAR) Page 11</b>
<b>1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.</b>			
<b>1. A. Respondent Proposes Subconsultants:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	<b>X</b>	<b>X</b>	
<b>1. B. Respondent Proposes Self-Performance:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	<b>X</b>	<b>X</b>	
<b>2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.</b>			
<b>2. A. Respondent Proposes Self-Performance:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	<b>X</b>	<b>X</b>	
<b>2. B. Respondent Proposes Subconsultants:</b> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> but the Respondent proposes to subcontract any part of the work.	<b>X</b>	<b>X</b>	
<b>3. Changes in the HUB Subcontracting Plan After Award:</b> Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.		<b>X</b>	
<b>4. Reporting:</b> The Progress Assessment Report (PAR) is required with all payment requests. The submittal of this attachment is a condition of payment.			<b>X</b>

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Mrs. Lynda Dyess  
Director for HUB Program  
The University of Texas System  
1616 Guadalupe, Ste. 7.312A  
Austin, Texas 78701

Re: Historically Underutilized Business Plan for \_\_\_\_\_ (related services)  
RFP No. \_\_\_\_\_

Dear Mrs. Dyess,

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our response in connection with your invitation for Request for Proposals referencing the above project.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13 is  
[SELECT ONE OF THE FOLLOWING TO COMPLETE THIS SENTENCE:

\_\_\_\_\_ 11.9% for heavy construction other than building contracts

\_\_\_\_\_ 26.1% for all building construction, including general contractors and operative builders contracts

\_\_\_\_\_ 57.2% for all special trade construction contracts

\_\_\_\_\_ 20% for professional services contracts

\_\_\_\_\_ 33% for all other services contracts

\_\_\_\_\_ 12.6% for commodities contracts.]

This HUB Subcontracting Plan includes \_\_\_\_\_ Subcontracting Opportunities (no. of subcontractors) This represents a cumulative percentage of \_\_\_\_\_%, representing \_\_\_\_\_% for minority-owned HUBs and \_\_\_\_\_% for women-owned HUBs. When a HUB is owned by minority women, I have classified that HUB as minority-owned rather than women-owned firm.

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller certification document, or, if the HUB is certified by another Texas Comptroller approved certifying agency, a copy of their approved certification document.

Should we discover additional subcontractors claiming Historically Underutilized Business status during the course of this contract we will notify you of the same. In addition, if for some reason a HUB is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

cc: Contract Administrator



# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: *11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.*

## - - Agency Special Instructions/Additional Requirements - -

- Proposers shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive (pages 8, 9, and 10). Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered NON-responsive.
- Proposers who intend to Self-Perform all of their work shall submit a HSP for Self-Performance (pages 8, 9, and 10).
- HUB Subcontracting Plan (HSP) Prime Contractors Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.

### SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Solicitation #: \_\_\_\_\_

### SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.  
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.  
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
( #1) -	(#11) -
( #2) -	(#12) -
( #3) -	(#13) -
( #4) -	(#14) -
( #5) -	(#15) -
( #6) -	(#16) -
( #7) -	(#17) -
( #8) -	(#18) -
( #9) -	(#19) -
(#10) -	(#20) -

\*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: \_\_\_\_\_ Solicitation #: \_\_\_\_\_

**IMPORTANT:** You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

**SECTION 3 - SUBCONTRACTING OPPORTUNITY**

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.  
 Line Item # \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION 4 - MENTOR-PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?  
 - Yes (If Yes, complete SECTION 8 and 10.)  - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY**

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.  
 Does your HSP contain subcontracting of 20% or more with HUB(s)?  
 - Yes (If Yes, complete SECTION 8 and 10.)  - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY**

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**SECTION 8 - SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

\*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:  
 \_\_\_\_\_  
 \_\_\_\_\_

Enter your company's name here: \_\_\_\_\_

Solicitation #: \_\_\_\_\_

**SECTION 9 - SELF PERFORMANCE JUSTIFICATION**

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

-Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire Contract with its own equipment, supplies, materials and/or employees.

- No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

**SECTION 10 - AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Phone No.





# HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____	Date of Award: _____ (mm/dd/yyyy)	Object Code: _____ (Agency Use Only)
Contracting Agency/University Name: _____		
Contractor (Company) Name: _____		State of Texas VID #: _____
Point of Contact: _____		Phone #: _____
Reporting (Month) Period: _____	Total Amount Paid this Reporting Period to Contractor: \$ _____	

## Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number ( <i>VID is required for all HUB Subs</i> )	*Texas Certified HUB? (Yes or No)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
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<b>TOTALS:</b>			\$ -	\$ -	\$ -	

Signature: _____	Title: _____	Date: _____
Printed Name: _____		Phone No. _____

Minority Organization	Address	City	ZIP	Phone	Fax	Email
<p>The following organizations have agreed to accept subcontracting opportunities per agreement with the Texas Statewide HUB Program. Please contact a minimum of one of the following organizations and at least one organization from the region that the RFQ/RFP is located as well.</p>						
American Indian Chamber of Commerce of Texas	101 Summit Ave, Suite 401	Fort Worth	76102	817-429-2323	817-451-3575	rredtomahawk@aicct.com
Dallas Fort Worth Minority Supplier Development Council	2710 North Stemmons Freeway, North Tower, Ste. 900	Dallas	75207	214-630-0747	214-637-2241	business@dfwmbdc.com
Houston Minority Supplier Development Council	Three Riverway, Ste. 555	Houston	77056	713-271-7805	713-271-9770	info@hmbc.org
Southwest Minority Supplier Development Center	912 Bastrop Highway, Ste. 101	Austin	78741	512-386-8766	512-386-8988	admin@cstmhc.org
Texas Association of Historically Underutilized Businesses	PO Box 684726	Austin	78768	512-220-4293	915-585-7751	info@texashubs.org
Tri-County Black Chamber of Commerce	P.O Box 88376	Houston	77288	832-875-3977	713-839-7329	
Women Contractors Association	P.O. Box 6757	Houston	77265	713 807-9977	713 807-9917	director@womencontractors.org
Women's Business Council -Southwest	2201 N. Collins, Suite 158	Arlington	76011	817-299-0566	817-299-0949	ementhe@wbcsouthwest.org
Women's Business Enterprise Alliance	4100 Westheimer, Suite 260	Houston	77027	713-681-9232	713-681-9242	srepka@wbea-texas.org
<b>Austin Area Minority Organizations</b>						
Austin Asian American Chamber of Commerce	10901 N. Lamar Blvd Ste. B206	Austin	78753	512-407-8240	512-407-8233	aaacc@austinacc.org
Austin Black Contractors	6448 Hwy 290 E. Ste. E-107	Austin	78723	512-467-6894	512-467-9808	brc-pro@swbell.net
Capitol City African American Chamber of Commerce	5407 N. IH 35, Ste. 304	Austin	78723	512-459-1181	512-459-1183	admin@capcitychamber.org
Greater Austin Hispanic Chamber of Commerce	2800 S. IH 35, Ste. 260	Austin	78704	512-476-7502	512-476-6417	saguirre@gahcc.org
National Association of Women in Construction	2415 E. 5 <sup>th</sup> St.	Austin	78702	512-476-5534	512-476-8337	membership@nawicaustin.org
Southwest Minority Supplier Development Council	912 Bastrop Hwy, Ste. 101	Austin	78741	512-386-8766	512-386-8988	dinah@cstmhc.org

US Hispanic Contractors de Austin	1106 Clayton Lane, Ste. 511W	Austin	78723	512-374-1595	512-374-1421	ushca-austin@sbcglobal.net
Womens Chamber of Commerce of Texas	P.O. Box 26051	Austin	78755	512-338-0839		austin@womenschambertexas.com

<b>West Texas Minority Organizations</b>						
Camara de Comercio Hispana de Amarillo	P.O. Box 1861	Amarillo	79105	806-379-8800	806-376-7873	catcha@catcha.org
El Paso Hispanic Chamber of Commerce	2401 E. Missouri	El Paso	79903	915-566-4066	915-566-9714	cindyramosdavidson@ephcc.org
Fort Stockton Hispanic Chamber of Commerce	1000 Railroad Avenue	Fort Stockton	79735	432-336-2264		
Lubbock Hispanic Chamber of Commerce	P.O. Box 886	Lubbock	79408	806-762-5059	806-763-2124	lubbockhispanic@yahoo.com
Midland Hispanic Chamber of Commerce	208 S. Marienfield Ste 100	Midland	79701	432-682-2960	432-687-3972	www.midlandhcc.com
Mexican American Network of Odessa (MANO)	P.O. Box 2309	Odessa	79760	915-335-0250	915-337-6266	manoinc@nwol.net
Odessa Black Chamber of Commerce	P.O. Box 1006	Odessa	79760	432-332-5812		www.odessablackchamber.com
El Paso Black Chamber of Commerce	109 N. Oregon, Ste 212	El Paso	79901	915-534-0570	915-534-0561	
Lubbock African American Chamber of Commerce	P.O. Box 1796	Lubbock	79408	806-771-1815		www.myaaccl.com
Midland Black Chamber of Entrepreneurs, Inc.	P.O. Box 50473	Midland	79710	915-682-2864	915-684-6422	mbce@swbell.net
Odessa Plan Room	2706 Henderson Ave	Odessa	79764	432-337-0912	432-580-0910	
El Paso Community College Contract Opportunities Ctr	9050 Viscount, Rm. B545	El Paso	79925	915-831-7747	915-831-7755	pabloa@epcc.edu
<b>San Antonio &amp; South Texas Minority Organizations</b>						
Eagle Pass Hispanic Chamber of Commerce	P.O. Box 3040	Eagle Pass	78852	830-757-2704	830-757-2703	chamber@eaglepasstexas.com

Edinburg Hispanic Chamber of Commerce	P.O. Box 85	Edinburg	78540	956-383-4974	956-380-3621	
Fort Stockton Hispanic Chamber of Commerce	1000 Railroad Avenue	Fort Stockton	79735	432-336-2264		
Harlingen Hispanic Chamber of Commerce	2309 N. Ed Carey Dr.	Harlingen	78550	956-421-2400	956-364-1879	hhcoc@xanadu2.net
Kleberg County Hispanic Chamber of Commerce	111 N. 5th St.	Kingsville	78363	361-592-2708	361-592-8540	
Laredo Chamber of Commerce	2310 San Bernardo	Laredo	78040	956-722-9895	956-791-4503	www.laredochamber.com
Greater Pleasanton-Atascosa Hispanic Chamber of Commerce	307 North Main St.	Pleasanton	78064	830-569-5211		
Minority Organization	Address	City	ZIP	Phone	Fax	Email
San Antonio Hispanic Chamber of Commerce	318 W. Houston, Ste 300	San Antonio	78205	210-225-0462	210-225-2485	www.sahcc.org
African American Chamber of Commerce of San Antonio	1717 N. 1604 East, Ste 220	San Antonio	78232	210-490-1624	210-490-5294	blackchamber@aol.com
Alamo City Black Chamber of Commerce	600 Hemsfair Plaza Way Bldg. 406-10	San Antonio	78205	210-226-9055	210-226-0524	info@alamocitychamber.org
Rio Grande City Chamber of Commerce	601 E. Main	Rio Grande City	78582	956-487-3024	956-716-8560	www.valleychamber.com
Greater Victoria Hispanic Chamber of Commerce	4800 N. Navarro	Victoria	77901	361-575-7100	361-575-7100	
African American Chamber of Commerce of Victoria	P.O. Box 3594	Victoria	77903	361-575-2061	361-570-3696	info@aaccv.com
Corpus Christi Black Chamber of Commerce	P.O. Box 60574	Corpus Christi	78466	361-877-3634		www.ccblackchamber.tripod.com
Rio Grande Valley Associated General Contractors	6918 W. Expressway 83	Harlingen	78552	956-423-4091	956-423-0147	
South Texas Minority Business Opportunity Committee	2412 S. Clossner	Edinburg	78539	956-292-7555	956-292-7561	
Texas Center for Border Economic & Enterprise Dev. (CEED)	301 Mexico Blvd. Room F6A	Brownsville	78520	956-548-8741	956-548-8750	
Rio Grande Valley AGC	P.O. Box 391	Harlingen	78551	956-423-4091	956-423-0174	vaughn@rgvagc.org

McAllen Hispanic Chamber of Commerce	1200 Ash Avenue	McAllen	78501	956-682-2871	956-687-2917	steve@mcallenchamber.com
Hispanic Contractors Association de San Antonio	2800 NE Loop 410, Ste. 207	San Antonio	78218	210-444-1100	210-444-1101	admin@hca-sa.org
Greater Hispanic Chamber of Commerce of Comal County	1115 Mahan Circle	New Braunfels	78183			
Seguin-Guadalupe County Hispanic Chamber of Commerce	P.O. box 1154	Seguin	78155	830-372-3151	830-372-9499	hcoc@sbcglobal.net
San Marcos Hispanic Chamber of Commerce	174 S. Guadalupe St., Ste. 101	San Marcos	78666	512-353-1103	512-353-2175	
City of San Antonio Small Business Outreach	100 W. Houston	San Antonio	78205	210-207-3900	210-207-3909	
San Antonio Associated General Contractors	10806 Gulfdale	San Antonio	78216	210-349-4921	210-349-4017	mcmurry@sanantonioagc.org
Builders Exchange of Texas, Inc.	4047 Naco Perrin	San Antonio	78217	210-564-6900	210-564-6901	
Alamo Asian Chamber of Commerce						
UT Pan American Procurement Technical Assistance Ctr	2412 S Closer, ASA 130	Edinburg	78539	956-292-7556	956-292-7561	winchester@utpa.edu
<b>Minority Organization</b>	<b>Address</b>	<b>City</b>	<b>ZIP</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>
<b><i>North Texas Minority Organizations</i></b>						
American Indian Chamber of Commerce of Texas	101 Summit Ave, Suite 401	Fort Worth	76102	817-429-2323	817-451-3575	rredtomahawk@aicct.com
Dallas Fort Worth Minority Supplier Development Council	2710 North Stemmons Freeway, North Tower, Ste. 900	Dallas	75207	214-630-0747	214-637-2241	business@dfwmbdc.com
Women's Business Council -Southwest	2201 N. Collins, Suite 158	Arlington	76011	817-299-0566	817-299-0949	ementhe@wbcsouthwest.org
Black Contractors Association	1409 S. Lamar Street, Suite 205	Dallas	75215	214-485-0483	214-485-0467	info@blackcontractors.org
Greater Dallas Asian American Chamber of Commerce	11171 Harry Hines Blvd. Ste#115	Dallas	75229	(972) 241-8250	972) 241-8270	info@gdaacc.com
Dallas Black Chamber of Commerce	2838 Martin Luther King, Jr. Blvd.	Dallas	75215	214.421.5200	214.421.5510	rgates@dbcc.org
Greater Dallas Hispanic Chamber of Commerce	4622 Maple, Suite 207	Dallas	75219	214-521-6007	214-520-1687	gdhcc@gdhcc.com

Fort Worth Hispanic Chamber of Commerce	1327 N.Main St.	Fort Worth	76106	817-625-5411	817-625-1405	rosa.navejar@fwhcc.org
Fort Worth Metropolitan Black Chamber of Commerce	1150 S. Freeway, Ste 211	Fort Worth	76104	817-871-6538	817-332-6438	info@fwmbcc.org
Hispanic Contractors of DFW	2210 W. Illinois	Dallas	75224	972-786-0909	972-786-0910	john@hcadfw.org
Fort Worth Business Assistance Center	1150 S. Freeway, Ste 211	Fort Worth	76104	817-871-6025	817-871-6031	
Greater Arlington Hispanic Chamber of Commerce	202 East Border St., Suite 146	Arlington	76010	682-367-1415	682-367-1417	office@arlingtonhispanic.com
US Pan Asian American Chamber of Commerce Southwest	202 E. Border Street, Suite 144	Arlington	76010	682-367-1394		gmcdermott@uspaacc-sw.org
Tyler Area Chamber of Commerce	315 N. Broadway	Tyler	75702	903-592-1661	903-593-2746	tmullins@tylertexas.com
Tyler Metropolitan Chamber of Commerce	100 E. Ferguson, Ste 1013	Tyler	75702	903-593-9538	903-593-9058	tylermetro@aol.com
African-American Chamber of Commerce of Arlington, Inc.	P.O. Box 202716	Arlington	76006	817-946-5196		afamnews@pdq.net
<b>Houston &amp; Gulf Coast Minority Organizations</b>						
Houston Minority Supplier Development Council	Three Riverway, Ste. 555	Houston	77056	713-271-7805	713-271-9770	info@hmbc.org
Tri-County Black Chamber of Commerce	P.O Box 88376	Houston	77288	832-875-3977	713-839-7329	
Women Contractors Association	P.O. Box 6757	Houston	77265	713 807-9977	713 807-9917	director@womencontractors.org
Women's Business Enterprise Alliance	4100 Westheimer, Suite 260	Houston	77027	713-681-9232	713-681-9242	srepka@wbea-texas.org
<b>Minority Organization</b>	<b>Address</b>	<b>City</b>	<b>ZIP</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>
African American Chamber of Commerce of Greater Houston	6112 Wheatley St.	Houston	77091	713-692-7003	713-691-7131	
Houston Citizen's Chamber of Commerce	2808 Wheeler Ave.	Houston	77004	713-522-9745	713-522-5965	president@hccoc.org
National Association of Minority Contractors (NAMC) Greater Houston Chapter	3835 Dacoma St.	Houston	77092	713-843-3791	713-843-3701	dsamules@namctexas.com
Houston Hispanic Chamber of Commerce	1801 Main Street, Suite 1075	Houston	77002	713-644-7070	713-644-7377	vlongoria@houstonhispanicchamber.com



**APPENDIX THREE**

**SAMPLE PREFERRED SUPPLIER AGREEMENT**

SAMPLE  
PREFERRED SUPPLIER AGREEMENT FOR

MANAGED SERVICES PROVIDER  
FOR CONTINGENT WORKFORCE  
WITH AN INTEGRATED  
VENDOR MANAGEMENT SYSTEM  
AND RELATED SERVICES

BETWEEN

THE UNIVERSITY OF TEXAS SYSTEM

AND

\_\_\_\_\_  
**University of Texas Agreement Number: UTSSCA** \_\_\_\_\_

This Preferred Supplier Agreement dated effective \_\_\_\_\_, 20\_\_ (“**Effective Date**”), is made by and between **The University of Texas System** (“**UT System**”), a state agency and institution of higher education authorized under the laws of the State of Texas, and \_\_\_\_\_ (“**Preferred Supplier**”), a \_\_\_\_\_ corporation, Federal Tax Identification Number \_\_\_\_\_, with its principal offices located at \_\_\_\_\_.

This Agreement establishes terms and conditions for the procurement of \_\_\_\_\_ on terms and conditions that will permit the parties to reduce procurement and transaction costs and improve efficiency of business processes, all as more fully described below.

In consideration of the benefits, covenants, and stipulations set forth in this Agreement, the parties agree as follows:

**SECTION 1 – Definitions:**

“**Agreement**” means this Preferred Supplier Agreement and all attachments.

“**Alliance**” means The University of Texas System Supply Chain Alliance, a group purchasing organization established by UT System to conduct and coordinate strategic purchasing initiatives across UT System. UT System health institutions are members of the Alliance. The Alliance is also affiliated with UT System academic campuses and other institutions of higher education that have executed an Alliance Affiliate Agreement.

“**HUB**” means a Historically Underutilized Business as defined by Texas laws and regulations.



**“Institutional Participant”** means the Alliance members and affiliates that participate in this Agreement.

**“Institutional Participation Agreement”** or **“IPA”** means the Institutional Participation Agreement attached to this Agreement as **Rider 300** and incorporated for all purposes, to be executed by each Institutional Participant.

**“Service Fee”** means the Preferred Supplier’s service fee percentage to be charged to temporary staffing agency for contingent workforce as published in Preferred Supplier’s Internet catalogue.

**“Services”** means all managed services provider (MSP) of contingent workforce and related services, including integrated vendor management system (VMS), described in this Agreement, including **Rider 100**, Scope of Work.

**“UT System Administrator”** means the Director of the Alliance and will be the initial contact for all contractual concerns related to governance and performance management matters under this Agreement.

**“UT Party”** means, collectively, UT System and each Participating Institution.

**[Additional definitions may be added as a result of the RFP process.]**

**SECTION 2 – Term:**

The initial term of this Agreement (**“Initial Term”**) will begin on the Effective Date and expire \_\_\_\_\_, **20\_\_ (five year base period)**, unless earlier terminated in accordance with the provisions of this Agreement. UT System and Preferred Supplier may mutually agree to extend the term of this Agreement for a two (2) year period. A renewal will be effective only if evidenced by written amendment between UT System and Preferred Supplier in accordance with **Section 3**.

**SECTION 3 – Amendment:**

No change, modification, alteration, or waiver of this Agreement will be effective unless it is set forth in a written agreement that is signed by UT System and Preferred Supplier.

**SECTION 4 – Scope of Work:**

Preferred Supplier will perform the \_\_\_\_\_ to the satisfaction of UT Party. Time is of the essence in connection with this Agreement. UT Party will not have any obligation to accept late performance or waive timely performance by Preferred Supplier.

Preferred Supplier will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, for the performance of the \_\_\_\_\_.

**SECTION 5 – Family Code Child Support Certification:**

Pursuant to Section 231.006, *Family Code*, Preferred Supplier certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**SECTION 6 – Eligibility Certifications:**

Pursuant to Sections 2155.004 and 2155.006, Texas Government Code, Preferred Supplier certifies that Preferred Supplier has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive

the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated and payment withheld if these certifications are inaccurate.

**SECTION 7 – Tax Certification:**

If Preferred Supplier is a taxable entity as defined by Chapter 171, Texas Tax Code (“**Chapter 171**”), then Preferred Supplier certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Preferred Supplier is exempt from the payment of those taxes, or that Preferred Supplier is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

**SECTION 8 – Payment of Debt or Delinquency to the State:**

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Preferred Supplier agrees that any payments owing to Preferred Supplier under this Agreement may be applied directly toward any debt or delinquency that Preferred Supplier 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.

**SECTION 9 – Products and Materials Produced in Texas:**

If Preferred Supplier will provide services under this Agreement, Preferred Supplier covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Preferred Supplier will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

**SECTION 10 – Loss of Funding:**

Performance by UT Party under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”) and/or allocation of funds by the Board of Regents of The University of Texas System (the “**Board**”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UT Party will issue written notice to Preferred Supplier and UT Party may terminate this Agreement without further duty or obligation hereunder, other than payment for \_\_\_\_\_ Services already delivered or provided to Institutional Participant. Preferred Supplier acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UT Party.

**SECTION 11 – Force Majeure:**

None of the parties to this Agreement will be liable or responsible to another for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“**force majeure occurrence**”). Provided, however, in the event of a force majeure occurrence, Preferred Supplier agrees to use its best efforts to mitigate the impact of the occurrence so that UT Party may continue to provide healthcare services during the occurrence.

**SECTION 12 – Notices:**

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by

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overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

**If to UT System:** Office of Business Affairs  
The University of Texas System  
201 W. 7th Street  
Attn: Executive Vice Chancellor  
Austin, Texas 78701-2982  
Fax: 512-499-4289  
Email: Lloyd@utsystem.edu

*with copy to:* The University of Texas System Supply Chain Alliance  
1020 Holcombe Blvd.  
Suite 1450  
Houston, TX 77030  
Attention: Director  
Fax : 713-792-8084  
Email:jfjoshua@mdanderson.org

**If to Preferred Supplier:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**If to an Institutional Participant:** The contact information for Institutional Participant as set forth in its IPA.

*with copy to:* Office of Business Affairs  
The University of Texas System  
201 W. 7th Street  
Attn: Executive Vice Chancellor  
Austin, Texas 78701-2982  
Fax: 512-499-4289  
Email: LegalNotices@utsystem.edu

*and*

The University of Texas System Supply Chain Alliance  
1020 Holcombe Blvd., Suite 1450  
Houston, TX 77030  
Attention: Director  
Fax: 713-792-8084  
Email:jfjoshua@mdanderson.org

or such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

**SECTION 13 – Preferred Supplier's Obligations.**

**13.1** Preferred Supplier represents that it has the knowledge, ability, skills, and resources to perform the \_\_\_\_\_.

**13.2** Preferred Supplier will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance of the [REDACTED]. Preferred Supplier will cause all persons connected with the Preferred Supplier directly in charge of the performance of the [REDACTED] to be duly registered and/or licensed under all applicable federal, state, and municipal, laws, regulations, codes, ordinances and orders, including the *Rules and Regulations* (the "**Regents' Rules**") promulgated by the Board, as well as with those of any other body or authority having jurisdiction (collectively, the "**Applicable Laws**").

**13.3** Preferred Supplier represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the [REDACTED], in a good and workmanlike manner and in accordance with commercially reasonable standards of Preferred Supplier's profession or business, and (b) all [REDACTED] will be of the quality that prevails among similar businesses engaged in providing similar products and services in major United States urban areas under the same or similar circumstances.

**13.4** Preferred Supplier warrants and agrees that the [REDACTED] will be accurate and free from any material defects. Preferred Supplier's performance of the [REDACTED] will at no time be in any way diminished by reason of any approval by UT Party nor will Preferred Supplier be released from any liability by reason of any approval by UT Party, it being agreed that UT Party at all times is relying upon Preferred Supplier's skill and knowledge in performing the [REDACTED]. Preferred Supplier will, at its own cost, correct all material defects in performance of the [REDACTED], as soon as practical after Preferred Supplier becomes aware of the defects. If Preferred Supplier fails to correct material defects in the [REDACTED] within a reasonable time, then UT Party may correct the defect at Preferred Supplier's expense. This remedy is in addition to, and not in substitution for, any other remedy for the defect that UT Party may have at law or in equity.

**13.5** Preferred Supplier will call to the attention of UT Party, in writing, all information in any materials supplied to Preferred Supplier (by UT Party or any other party) that Preferred Supplier regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

**13.6** Preferred Supplier represents that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Preferred Supplier has been duly authorized to act for and bind Preferred Supplier; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Preferred Supplier has been duly authorized to act for and bind Preferred Supplier.

**13.7** Preferred Supplier will provide the warranty more particularly described in **Rider** [REDACTED] on all [REDACTED].

**13.8** Preferred Supplier represents and warrants that neither the execution and delivery of this Agreement by Preferred Supplier nor the performance of the [REDACTED] will (a) result in the violation of any provision [i] if a corporation, of Preferred Supplier's articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Preferred Supplier is bound; (b) result in the violation of any

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provision of any agreement by which Preferred Supplier is bound; or (c) to the best of Preferred Supplier's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

#### **SECTION 14 – State Auditor’s Office:**

Preferred Supplier understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “**Auditor**”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code. Preferred Supplier agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Preferred Supplier will include this provision in all contracts with permitted subcontractors.

#### **SECTION 15 –Governing Law:**

Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties thereto and all of the terms and conditions thereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

#### **SECTION 16 – Breach of Contract Claims:**

**16.1** To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time (“**Chapter 2260**”), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by UT Party and Preferred Supplier to attempt to resolve any claim for breach of contract made by Preferred Supplier:

**16.1.1** Preferred Supplier’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Preferred Supplier will submit written notice, as required by subchapter B of Chapter 2260, to UT Party in accordance with the notice provisions in this Agreement. Preferred Supplier's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that UT Party allegedly breached, the amount of damages Preferred Supplier seeks, and the method used to calculate the damages. Compliance by Preferred Supplier with subchapter B of Chapter 2260 is a required prerequisite to Preferred Supplier's filing of a contested case proceeding under subchapter C of Chapter 2260. The UT Party’s chief business officer, or another officer of UT Party as may be designated from time to time by UT Party by written notice thereof to Preferred Supplier in accordance with the notice provisions in this Agreement, will examine Preferred Supplier's claim and any counterclaim and negotiate with Preferred Supplier in an effort to resolve the claims.

**16.1.2** If the parties are unable to resolve their disputes under Section 4.11.1.1, the contested case process provided in subchapter C of Chapter 2260 is Preferred Supplier’s sole and exclusive process for seeking a remedy for any and all of Preferred Supplier's claims for breach of this Agreement by UT Party.

**16.1.3** Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by UT Party nor any other conduct, action or inaction of any representative of UT Party relating to this Agreement constitutes or is

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intended to constitute a waiver of UT Party's or the state's sovereign immunity to suit  
and (ii) UT Party has not waived its right to seek redress in the courts.

**16.2** The submission, processing and resolution of Preferred Supplier's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

**16.3** UT Party and Preferred Supplier agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

**SECTION 17 – Compliance with Law:**

Preferred Supplier will perform the \_\_\_\_\_ in compliance with all Applicable Laws. Preferred Supplier represents and warrants that neither Preferred Supplier nor any firm, corporation or institution represented by Preferred Supplier, nor anyone acting for such firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Preferred Supplier's response to UT System's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for the \_\_\_\_\_.

**SECTION 18 – UT Party's Right to Audit:**

At any time during the term of this Agreement and for a period of four (4) years thereafter UT System or a duly authorized audit representative of UT System, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Preferred Supplier's records and books directly related to charges paid for all products and services provided under this Agreement. The right will not extend to any fixed fee component of the charges or to any services performed more than 1 year prior to the date of request for review. In the event such an audit by UT System reveals any errors or overpayments by UT System which error or overpayment is confirmed by Preferred Supplier, Preferred Supplier will refund UT System the full amount of such overpayments within thirty (30) days of such audit findings, or UT System, at its option, reserves the right to deduct such amounts owing to UT System from any payments due Preferred Supplier

**SECTION 19 – Access to Documents:**

To the extent applicable to this Agreement, in accordance with Section 1861(v)(l)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Preferred Supplier agrees to allow, during and for a period of not less than four (4) years after this Agreement term, access to this Agreement and its books, documents, and records; and contracts between Preferred Supplier and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

**SECTION 20 – Insurance:**

**20.1** Preferred Supplier, consistent with its status as an independent contractor, will carry at least the following insurance in the form, with companies and in amounts (unless otherwise specified) as the Institutional Participant may require:

**20.1.1** Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of UT System;

**20.1.2 Commercial General Liability Insurance with limits of not less than:**

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (any one person)	\$ 10,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

**20.1.3 Commercial Automobile Liability Insurance** covering all owned, non owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

**20.2 Preferred Supplier will deliver to UT Party:**

**20.2.1** Evidence satisfactory to UT Party, in their sole discretion, evidencing the existence of all the insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any of the scope of work to be performed by Preferred Supplier under this Agreement; and

**20.2.2** Additional evidence, satisfactory to UT Party, in their sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, will name and the evidence will reflect UT Party as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to UT Party.

**20.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:**

**20.3.1** Commercial General Liability Insurance and Commercial Automobile Liability Insurance will be kept in force from the Effective Date of this Agreement until receipt of final payment by Preferred Supplier from UT Party for performance of the scope of work under this Agreement; and

**20.3.2** Workers' Compensation Insurance will be kept in force from the Effective Date of this Agreement until the scope of work has been fully performed for UT Party.

**SECTION 21 – Indemnification:**

**21.1 TO THE FULLEST EXTENT PERMITTED BY LAW, PREFERRED SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UT PARTY, AND HOLD HARMLESS UT PARTY AND ITS AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM PREFERRED SUPPLIER'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT, AND THAT ARE CAUSED IN WHOLE OR IN**

PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF PREFERRED SUPPLIER, ANYONE DIRECTLY EMPLOYED BY PREFERRED SUPPLIER OR ANYONE FOR WHOSE ACTS PREFERRED SUPPLIER MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

**21.2** IN ADDITION, PREFERRED SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UT PARTY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY PREFERRED SUPPLIER, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF PREFERRED SUPPLIER, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UT PARTIES WILL PROMPTLY NOTIFY PREFERRED SUPPLIER AND PREFERRED SUPPLIER WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UT PARTIES AGREE TO REASONABLY COOPERATE WITH PREFERRED SUPPLIER. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

**SECTION 22 – Ethics Matters; No Financial Interest:**

Preferred Supplier and its employees, agents, representatives and subcontractors have read and understand UT System's Conflicts of Interest Policy available at <http://www.utsystem.edu/policy/policies/int160.html>, UT System's Standards of Conduct Guide available at <http://www.utsystem.edu/systemcompliance/>, and applicable state ethics laws and rules available at [www.utsystem.edu/ogc/ethics](http://www.utsystem.edu/ogc/ethics). Neither Preferred Supplier nor its employees, agents, representatives or subcontractors will assist or cause UT Party's employees to violate UT System's Conflicts of Interest Policy, provisions described by UT System's Standards of Conduct Guide, or applicable state ethics laws or rules. Preferred Supplier represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

**SECTION 23 – Assignment of Overcharge Claims:**

Preferred Supplier hereby assigns to UT Party any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq., or arising under the antitrust laws of the State of Texas, Business and Commerce Code, Sec. 15.01, et seq.

**SECTION 24 – Assignment and Subcontracting:**

Except as specifically provided in any Historically Underutilized Business Subcontracting Plan ("HSP") attached as **Rider 500** and incorporated for all purposes, neither Preferred Supplier's interest in this Agreement, its duties and obligations under this Agreement nor fees due to Preferred Supplier under this Agreement may be subcontracted, assigned, delegated or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (1) not be binding on UT Party; and (2) be a breach of this Agreement for which Preferred Supplier will be subject to any remedial actions provided by Texas law, including Chapter 2161, Texas Government Code, and 34 Texas Administrative Code ("**TAC**") Section 20.14. UT Party may report nonperformance under this Agreement to the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "**TPSS**") in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and



Debarment Program. The benefits and burdens of this Agreement are, however, assignable by UT Party.

**SECTION 25 – Historically Underutilized Business Subcontracting Plan:**

If an HSP is attached to this Agreement, Preferred Supplier agrees to use good faith efforts to subcontract the scope of work in accordance with the HSP. Preferred Supplier agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to UT Party in the format required by the TPSS. Submission of compliance reports will be required as a condition for payment under this Agreement. If UT Party determines that Preferred Supplier has failed to subcontract as set out in the HSP, UT Party will notify Preferred Supplier of any deficiencies and give Preferred Supplier an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Preferred Supplier. If UT Party determines that Preferred Supplier failed to implement the HSP in good faith, UT Party, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program. UT Party may also revoke this Agreement for breach and make a claim against the Preferred Supplier.

**25.1** Changes to the HSP. If at any time during the term of this Agreement, Preferred Supplier desires to change the HSP, before the proposed changes become effective (1) Preferred Supplier must comply with 34 TAC Section 20.14; (2) the changes must be reviewed and approved by UT Party; and (3) if UT Party approves changes to the HSP, this Agreement must be amended in accordance with Section 2.5.3 to replace the HSP with the revised subcontracting plan.

**25.2** Expansion of the Scope of Work. If UT Party expands the scope of the \_\_\_\_\_ Services through a change order or any other amendment, UT Party will determine if the additional scope of work contains probable subcontracting opportunities not identified in the initial solicitation for the scope of work. If UT Party determines additional probable subcontracting opportunities exist, Preferred Supplier will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional scope of work; or (2) Preferred Supplier may perform the additional scope of work. If Preferred Supplier subcontracts any of the additional subcontracting opportunities identified by UT Party without prior authorization and without complying with 34 TAC Section 20.14, Preferred Supplier will be deemed to be in breach of this Agreement under Section 4.19 and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code, and 34 TAC Section 20.14. UT Party may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program.

**SECTION 26 – Payment and Invoicing:**

Institutional Participant agrees to pay fees due under this Agreement in accordance with the Texas Prompt Payment Act (“Act”), Chapter 2251, *Texas Government Code*. Pursuant to the Act, payment will be deemed late on the 31<sup>st</sup> day after the later of: 1) the date the performance of the \_\_\_\_\_ is completed, or 2) the date Institutional Participant receives an invoice for the \_\_\_\_\_. Institutional Participant will be responsible for interest on overdue payments equal to the sum of: 1) one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (Institutional Participant’s fiscal year begins September 1) that does not fall on a Saturday or Sunday. Institutional Participant will have the right to verify the details set forth in Preferred Supplier’s invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Preferred Supplier at mutually convenient times; (b) examining any reports with respect to the \_\_\_\_\_; and (c) other reasonable action.

**SECTION 27 – Limitations:**

The parties to this Agreement are aware that there are constitutional and statutory limitations on the authority of UT Party (a state agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "**Limitations**"), and terms and conditions related to the Limitations will not be binding on UT Party except to the extent authorized by the laws and Constitution of the State of Texas.

**SECTION 28 – Affirmative Action:**

Preferred Supplier agrees that either a written copy of Preferred Supplier's Civil Rights "Affirmative Action Compliance Program" or, if Preferred Supplier is not required to have such a written program, the reason Preferred Supplier is not subject to such requirement, will be attached to this Agreement as **Rider**  and incorporated for all purposes.

**SECTION 29 – OSHA Compliance:**

Preferred Supplier represents and warrants that all services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.

**SECTION 30 - Certifications of Nonsegregated Facilities and Equal Employment Opportunities Compliance:**

Preferred Supplier certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Preferred Supplier agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Agreement. The term "**segregated facilities**" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Preferred Supplier further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Preferred Supplier will retain such certifications for each one of its subcontractors in Preferred Supplier's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Preferred Supplier understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

**SECTION 31 – Premises Rules:**

If this Agreement requires Preferred Supplier's presence on UT Party's premises or in UT Party's facilities, Preferred Supplier agrees to cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable UT Party rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions; consideration for students, patients and their families as well as employees; parking; and security.

**SECTION 32 – Debarment:**

Preferred Supplier confirms that neither Preferred Supplier nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or nonprocurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Preferred Supplier will provide immediate written notification to UT Party if, at any time prior to award, Preferred Supplier learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when UT Party executes this Agreement. If it is later determined that Preferred Supplier knowingly rendered an erroneous certification, in addition to the other remedies available to UT Party, UT Party may terminate this Agreement for default by Preferred Supplier.

**SECTION 33 – Office of Inspector General Certification:**

Preferred Supplier acknowledges that UT Party is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Preferred Supplier to work on site at UT Party premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Preferred Supplier will not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("**OIG**") to work on site at UT Party premises or facilities. Preferred Supplier will perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at UT Party premises or facilities. Preferred Supplier acknowledges that UT Party will require immediate removal of any employee, subcontractor or agent of Preferred Supplier assigned to work at UT Party premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: <http://www.dhhs.gov/progorg/oig/cumsan/index.htm>.

**SECTION 34 – Termination:**

UT System may terminate the PSA, without cause, upon written notice to the Preferred Supplier; provided, however, the PSA will not terminate until the later of (1) ninety (90) days after receipt of notice of termination, or (2) the date that performance is complete under all purchase orders issued by Institutional Participant to Preferred Supplier's reseller prior to receipt of notice of termination. Institutional Participant may not issue any purchase orders after receipt of notice of termination. Termination of the PSA will not relieve any party from liability for its default under or breach of the PSA or any other act or omission of that party. Preferred Supplier will deliver all Work Material to UT System on or before the termination date. In the event that

the PSA is terminated, then within thirty (30) days after termination, Preferred Supplier will reimburse UT System for all fees paid by UT System to Preferred Supplier that were (a) not earned by Preferred Supplier prior to termination, or (b) for goods or services that UT System did not receive from Preferred Supplier prior to termination.

UT System or Institutional Participant may terminate an IPA, without cause, upon written notice to Preferred Supplier; provided, however, the IPA will not terminate until the later of (1) thirty (30) days after written notice of termination, or (2) the date that performance is complete under any purchase orders issued by Institutional Participant to Preferred Supplier's reseller prior the date of notice of termination. Institutional Participant may not issue any purchase orders after the date of notice of termination. Termination of an IPA will not relieve any party from liability for its default under or breach of the IPA or any other act or omission of that party. Preferred Supplier will deliver all Work Material to Institutional Participant on or before the termination date. In the event that the PSA or an IPA is terminated, then within thirty (30) days after termination, Preferred Supplier will reimburse Institutional Participant for all fees paid by Institutional Participant to Preferred Supplier that were (a) not earned by Preferred Supplier prior to termination, or (b) for goods or services that Institutional Participant did not receive from Preferred Supplier prior to termination.

### **SECTION 35 – Authority:**

The individuals executing this Agreement on behalf of each party have been duly authorized to act for and bind their respective party.

### **SECTION 36 – Survival of Provisions:**

Expiration or termination of this Agreement will not relieve either party of any obligations under this Agreement that by their nature survive such expiration or termination.

### **SECTION 37 – Confidentiality and Safeguarding of University Records; Press Releases; Public Information:**

Under this Agreement, Preferred Supplier may (1) create, (2) receive from or on behalf of UT Party, or (3) have access to UT Party records or record systems (collectively, "**University Records**"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("**FERPA**"). If University Records are subject to FERPA, (1) UT Party designates Preferred Supplier as a university official with a legitimate educational interest in University Records, and (2) Preferred Supplier acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records may result in Preferred Supplier's exclusion from eligibility to contract with UT Party for at least five (5) years. Preferred Supplier represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by Agreement, (b) required by law, or (c) otherwise authorized by UT Party in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Preferred Supplier protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the UT Party rules, policies, and procedures regarding access to and use of UT Party computer systems. At the request of UT Party, Preferred Supplier agrees to provide UT Party with a written summary

of the procedures Preferred Supplier uses to safeguard and maintain the confidentiality of University Records.

**37.1 Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Preferred Supplier will provide written notice to UT Party within one (1) business day after Preferred Supplier's discovery of that use or disclosure. Preferred Supplier will promptly provide UT Party with all information requested by UT Party regarding the impermissible use or disclosure.

**37.2 Return of University Records.** Preferred Supplier agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of UT Party will be (1) returned to UT Party, with no copies retained by Preferred Supplier; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Preferred Supplier will provide UT Party with written notice of Preferred Supplier's intent to destroy University Records. Within five (5) days after destruction, Preferred Supplier will confirm to UT Party in writing the destruction of University Records.

**37.3 Disclosure.** If Preferred Supplier discloses any University Records to a subcontractor or agent, Preferred Supplier will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Preferred Supplier by this Section.

**37.4 Press Releases.** Preferred Supplier will not make any press releases, public statements, or advertisement referring to Agreement, or the engagement of Preferred Supplier as an independent contractor of UT Party, or release any information relative to this Agreement for publication, advertisement or any other purpose without the prior written approval of UT Party.

**37.5 Public Information.** UT Party 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, *Texas Government Code*.

**37.6 Termination.** In addition to any other termination rights set forth in this Agreement, and any other rights at law or equity, if UT Party reasonably determines that Preferred Supplier has breached any of the restrictions or obligations set forth in this Section, UT Party may immediately terminate this Agreement without notice or opportunity to cure.

**37.7 Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

### **SECTION 38 – Tax Exemption**

UT Party may be an agency of the State of Texas or other non-profit entity and may be exempt from certain state taxes under various exemption statutes, including Texas Sales & Use Tax in accordance with Section 151.309, *Tax Code*, and Title 34 *Texas Administrative Code* (“**TAC**”) Section 3.322. Notwithstanding its exemption from certain state taxes, UT Party will be responsible for any taxes (except corporate income taxes, franchise taxes, and taxes on Preferred Supplier's personnel, including personal income tax and social security taxes) from which UT Party is not exempt. Preferred Supplier will provide reasonable cooperation and assistance to UT Party in obtaining any tax exemptions to which UT Party is entitled.

### **SECTION 39 – Undocumented Workers:**

The *Immigration and Nationality Act* (8 *United States Code* 1324a) (“**Immigration Act**”) makes it unlawful for an employer to hire or continue employment of undocumented workers. The

United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Preferred Supplier is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Preferred Supplier employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, UT Party may terminate this Agreement in accordance with Section 4.31. Preferred Supplier represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

**SECTION 40 – Entire Agreement; Modifications:**

This Agreement supersedes all prior agreements, written or oral, between Preferred Supplier and UT Party and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by UT Party and Preferred Supplier.

**SECTION 41 – Captions:**

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

**SECTION 42 – Waivers:**

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

**SECTION 43 – Binding Effect:**

This Agreement will be binding upon and inure to the benefit of the parties thereto and their respective permitted assigns and successors.

**SECTION 44 – Limitations of Liability:**

Except for UT Party's obligation (if any) to pay Preferred Supplier certain fees and expenses, UT Party will have no liability to Preferred Supplier or to anyone claiming through or under Preferred Supplier by reason of the execution or performance of this Agreement. Notwithstanding any duty or obligation of UT Party to Preferred Supplier or to anyone claiming through or under Preferred Supplier, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of UT Party, or anyone claiming under UT Party has or will have any personal liability to Preferred Supplier or to anyone claiming through or under Preferred Supplier by reason of the execution or performance of this Agreement.

**SECTION 45 – Relationship of the Parties:**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Preferred Supplier is an independent contractor and is not a state employee, partner, joint venturer, or agent of UT Party. Preferred Supplier will not bind nor attempt to bind UT Party to any agreement or contract. As an independent contractor, Preferred Supplier is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

**SECTION 46 – Severability:**

In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

**SECTION 47 – External Terms:**

This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral, ("**External Terms**") concerning Preferred Supplier's performance under this Agreement. Such External Terms are null and void and will have no effect under this Agreement, regardless of whether UT Party or any of its employees, contractors, or agents consents or agrees to External Terms. External Terms include any shrinkwrap, clickwrap, browserwrap, web-based terms and conditions of use, and any other terms and conditions displayed in any format that UT Party, or its employees, contractors, or agents are required to accept or agree to before or in the course of accessing or using any goods or services provided solely by Preferred Supplier.

**SECTION 48 – Conflicts:**

This Agreement supersedes any prior agreements or understandings, whether written or oral, between the parties with respect to the \_\_\_\_\_.

In the event of a conflict between the terms and conditions of the PSA and those of an IPA, the terms of the PSA will control and govern.

**SECTION 49 – Attachments:**

The Riders listed below are attached to and fully incorporated into this Agreement as substantive parts of this Agreement:

- Rider 100** – Scope of Work
- Rider 200** – Pricing Schedule
- Rider 300** – Institutional Participant Designation Form
- Rider 400** – Supplier Relationship Management
- Rider 500** – HUB Subcontracting Plan

Having agreed to the foregoing terms, and with the intention of being bound, the parties have executed this Agreement as of the dates shown below.

**THE UNIVERSITY OF TEXAS SYSTEM**

\_\_\_\_\_

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER 100**

**SCOPE OF WORK**

Preferred Supplier will provide \_\_\_\_\_ to Institutional Participants in accordance with the terms of this Agreement:

**[The specific Scope of Work will be determined based upon the Proposer's response to information requested in the RFP. Business terms and conditions to be addressed in the Scope of Work include, but are not limited to the following:]**

- **Pricing Limitations**
- **Incentives**
- **Account Management**
- **Reporting**
- **Training**



**RIDER 200**

**PRICING SCHEDULE**

Preferred Supplier will provide \_\_\_\_\_ to Institutional Participants in accordance with the following pricing terms of this Agreement:

**[The specific Pricing Schedule will be incorporated based upon the Proposer's response to pricing information requested in the RFP.]**

**RIDER 300**

**INSTITUTIONAL PARTICIPANT AGREEMENT**

By entering into this Institutional Participation Agreement (“**Institutional Participation Agreement**”), the undersigned UT System Institution (“**Institutional Participant**”) agrees to the terms and conditions set forth in the Preferred Supplier Agreement for \_\_\_\_\_ between The University of Texas System and \_\_\_\_\_, Agreement Number \_\_\_\_\_ dated effective \_\_\_\_\_, 20\_\_\_\_ (the “**Preferred Supplier Agreement**”). All of the terms and conditions of the Preferred Supplier Agreement are incorporated into this Institutional Participation Agreement for all purposes. Unless otherwise specified in this Institutional Participation Agreement, all defined terms used in this Institutional Participation Agreement have the same meaning as assigned to those terms in the Preferred Supplier Agreement.

By entering into this Institutional Participation Agreement, the Institutional Participant is authorized to take full advantage of all of the benefits and provisions set forth in the Preferred Supplier Agreement including, but not limited to, the benefits listed below, which are specified in detail in the Preferred Supplier Agreement:

Preferred Supplier Agreement Benefits:

- **[Preferred Supplier Benefits will be inserted based upon Proposer’s RFP response]**
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Institutional Participant’s Responsibilities

To the extent authorized by all applicable laws, regulations, policies, rules (including the Rules and Regulations of the Board of Regents of The University of Texas System, and all rules and regulations of Institutional Participant) and procedures (collectively, “**Applicable Laws, Rules, and Regulations**”), Institutional Participant agrees to use commercially reasonable efforts to perform the following responsibilities:

- Identify Preferred Supplier as a primary choice for \_\_\_\_\_.
- Notify the offices at Institutional Participant of the benefits to Institutional Participant and the UT System of those offices’ procurement of \_\_\_\_\_ from Preferred Supplier under this Agreement.
- Load entries for the Preferred Supplier’s \_\_\_\_\_ available for purchase by Institutional Participant under the Preferred Supplier Agreement into any e-procurement, ERP, or local ordering systems used by Institutional Participant to facilitate ordering of \_\_\_\_\_.
- Permit Preferred Supplier, at its sole cost, to create and distribute promotional materials to Institutional Participant offices identifying the Preferred Supplier Agreement and the \_\_\_\_\_ available under that Agreement, provided that such promotional materials must be in compliance with all Applicable Laws, Rules, and Regulations and be reviewed and approved in advance by Institutional Participant.
- Identify this Institutional Participant Agreement and its value to end users.
- Conduct business reviews to evaluate reports, metrics, and commitments.
- Facilitate resolution of Institutional Participant and Preferred Supplier conflicts.

The Institutional Participant's notice address and contact information is:

The University of Texas at \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attention: \_\_\_\_\_

The Institutional Participant designates the following contacts who will be responsible for facilitating this Institutional Participation Agreement:

**INSTITUTIONAL PARTICIPANT: Primary Contact:**

**INSTITUTIONAL PARTICIPANT: HUB Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

The Institutional Participant designates the following contact who will be responsible for facilitating this Institutional Participation Agreement:

**PREFERRED SUPPLIER Primary Contact:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Institutional Participant agrees to the terms of this Institutional Participation Agreement:**

The University of Texas \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Date: \_\_\_\_\_

**Upon activation of this Institutional Participation Agreement, Institutional Participant's Primary Contact will receive notification of activation via email. Please return signed completed form to \_\_\_\_\_, at \_\_\_\_\_@mdanderson.org.**

## **RIDER 400**

### **SUPPLIER RELATIONSHIP MANAGEMENT**

#### **Supplier Relationship Management (“SRM”) Program Requirements**

Quarterly Business Reviews (“QBRs”) of Preferred Supplier’s performance under this Agreement will be conducted by the UT System Administrator on behalf of UT System beginning six (6) months after the Effective Date of this Agreement and then every three (3) months thereafter. Institutional Participants may elect to establish a local level supplier relationship management program by a separate mutual agreement with Preferred Supplier.

#### **Quarterly Business Reviews**

Prior to each QBR, Preferred Supplier’s performance will be evaluated by UT System and, at UT System’s request, one or more Institutional Participants, based on the five (5) Key Performance Indicators (“KPIs”) listed below. Preferred Supplier will be rated by UT System and the Institutional Participants on its performance under each of these KPIs. UT System and the Institutional Participants will also determine an overall rating for Preferred Supplier’s performance during that quarter. The results of such ratings will be subsequently set forth in percentage scores for Preferred Supplier’s performance that will be reported out in a scorecard that UT System and the Institutional Participants provide to Preferred Supplier during the QBR.

- a. Account Management**
- b. Price Compliance**
- c. Ordering and Shipping Performance**
- d. Service & Support**
- e. Customer Satisfaction**

After the initial implementation period of six (6) months starting on the Effective Date, Preferred Supplier must obtain a minimum score from UT System and the Institutional Participants of 90% or better on each KPI and on the overall rating for each quarter during the remaining term of this Agreement. The scorecard will be reviewed by Preferred Supplier, UT System and the Institutional Participants during each QBR.

#### **Corrective Action Plan**

UT System will notify Preferred Supplier during a QBR if Preferred Supplier receives a score of less than 90% during the previous quarter for (1) any KPI or (2) its overall score. Within fifteen (15) calendar days after receipt of such notice, Preferred Supplier will provide UT System with a written corrective action plan (“CAP”) acceptable to UT System to address such unacceptable scores. At a minimum, the CAP will address Preferred Supplier’s performance issues resulting in unacceptable score(s) and contain a root cause analysis of the problems causing such performance issue, proposed solutions to those problems, proposed process modifications to prevent reoccurrence of such problems, a time frame for Preferred Supplier’s implementation of the proposed solutions and process modifications, and the person(s) who will be responsible for Preferred Supplier’s implementation of the CAP. The CAP will be presented to the UT System Administrator for concurrence prior to implementation. Concurrence with the CAP by the UT System Administrator will not be unreasonably withheld or delayed. Concurrence with the CAP

will not constitute a waiver by UT System of its right to exercise all remedies available under this Agreement or applicable law.

### **Corrective Action and Remedies**

If Preferred Supplier's implementation of the CAP does not result in a minimum score on each KPI of 90% or better and an overall score of 90% or better, during each subsequent calendar quarter, UT System may:

- revisit and/or re-solicit the marketplace for [REDACTED] Services, or
- exercise other remedies available under this Agreement or applicable law

### **Performance Review Reporting and Metrics**

Preferred Supplier will prepare and deliver the following reports to UT System and the Institutional Participants for review at each QBR.

#### **Metrics**

**[Metrics will be determined based upon Proposer's response to the RFP]**

All reports may be modified by Institutional Participants within Preferred Supplier's reasonable capabilities to meet local requirements and service levels. Metrics may be revised upon mutual agreement between Preferred Supplier and UT System.

## **RIDER 500**

### **HUB SUBCONTRACTING PLAN**

**[Approved HUB Subcontracting Plan submitted as part of Proposer's RFP submission will be included as Rider 500.]**

## APPENDIX FOUR

### ACCESS BY INDIVIDUALS WITH DISABILITIES

**Access by Individuals with Disabilities.** Preferred Supplier represents and warrants (“**EIR Accessibility Warranty**”) that the electronic and information resources and all associated information, documentation, and support that it provides to UT System under the Agreement (collectively, the “**EIRs**”) comply with the applicable requirements set forth in Title 1, Chapter 213, *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70, *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M, *Government Code*.) To the extent Preferred Supplier becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Preferred Supplier represents and warrants that it will, at no cost to UT System, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Preferred Supplier is unable to do so, then UT System may terminate the Agreement and Preferred Supplier will refund to UT System all amounts UT System has paid under the Agreement within thirty (30) days after the termination date.

## APPENDIX FIVE

### ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX FIVE** will be incorporated into the Agreement.

#### Basic Specifications

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
  - A. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
  - B. Operating System and Version:
  - C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
  - D. Application Server:
  - E. Database:
  - F. Other Requirements: Are any other hardware or software components required?
  - G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
  - H. Storage: What are the space/storage requirements of this implementation?
  - I. Users: What is the maximum number of users this configuration will support?
  - J. Clustering: How does the EIR handle clustering over multiple servers?
  - K. Virtual Server Environment: Can the EIR be run in a virtual server environment?
2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:
  1. Describe the audit standards of the physical security of the facility; and
  2. Indicate whether Proposer is willing to allow an audit by University or its representative.
3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
4. If the EIR requires special client software, what are the environment requirements for that client software?
5. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training?
6. Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.



## Security

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project (“**OWASP**”) Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. University will not take final delivery of the EIR if University determines there are serious vulnerabilities within the EIR.
2. Which party, Proposer or University, will be responsible for maintaining critical EIR application security updates?
3. If the EIR is hosted, indicate whether Proposer’s will permit University to conduct a penetration test on University’s instance of the EIR.
4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?

## Integration

5. Is the EIR authentication Security Assertion Markup Language (“**SAML**”) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support SSL connections to this directory service?
6. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
7. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University’s standard logging and monitoring tools, RSA’s Envision?
8. Does the EIR have an application programming interface (“**API**”) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
9. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University’s modifications be protected in future upgrades?
10. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University Accessibility Information
11. Please complete the Voluntary Product Accessibility Template (“**VPAT**”) found at <http://www.itic.org/index.php?submenu=resources&src=gendocs&ref=vpat&category=resources> and submit the VPAT with Proposer’s proposal.

## **MSP/VMS RFP Survey Questions**

1. Legal name of Proposer's company.
2. Address of principal place of business.
3. Address of office that would be providing service under the Agreement.
4. In what year was Proposer's company founded?
5. State of incorporation.
6. Proposer's Legal Structure
  - a) Corporation
  - b) Partnership
  - c) Proprietorship
  - d) Limited Liability
7. Please provide Proposer's Federal Tax ID Number.
8. Identify Proposer's primary representative responsible for management and oversight of the RFP process. Please provide contact name, title, telephone number, and email address.
9. Identify Proposer's chief negotiator responsible for negotiating final pricing business terms and legal terms resulting from the RFP. Please provide contact name, title, telephone number, and email address.
10. Identify Proposer's chief legal officer responsible for approving the legal terms of the Agreement resulting from this RFP. Please provide contact name, title, telephone number, and email address.
11. Number of permanent full-time employees.
12. Please provide the percentage of the Proposer's market share as a managed services provider.
13. Please provide the percentage of Proposer's annual revenue as a managed services provider.
14. State the Proposer's annual revenue for the past two years.
15. Name of parent company, if any. NOTE: If Proposer is a subsidiary, UT System prefers to enter into a contract or agreement with the parent company or to receive assurances of performance from the parent company.
16. Upload copies of Proposer's audited financial statements for the past two (2) years.
17. Provide a financial rating of Proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
18. Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, explain expected impact on relationship with UT System.
19. Provide details of any past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with UT System.

20. Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
21. Has Proposer, its parent or subsidiaries, ever filed a Bankruptcy Petition in its name, whether voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution.)
22. Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by UT System's RFP. Proposer will include in its customer reference list the customer's UT System name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer. References should include any significant partnerships with healthcare, hospital or higher education institutions that would convey Proposer's ability to serve UT System institutions.
23. Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of UT System? If yes, Proposer will explain.
24. Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the Texas Public Information Act, Chapter 552, Government Code, and other applicable law.
25. Has Proposer had any contracts which were terminated prior to expiration within the last 3 years? If yes, please explain the circumstances surrounding such early termination.
26. Is Proposer currently conducting business with any UT System institutions? If yes, please identify the campus and the primary contact person.
27. Does Proposer have any quality standards certifications? If yes, please list.
28. Has Proposer received any awards related to the services in this RFP? If yes, please list.

## **ACCOUNT MANAGEMENT**

1. What percent of an account manager(s) time will be spent managing the Alliance contract?
 

a)	100%	100
b)	75%-99%	75
c)	50%-74%	50
d)	<50%	25
2. What is the average response time for an account manager(s) to respond to initial requests?
 

a)	<1 hr	100
b)	<4 hrs	75
c)	<8 hrs	50
d)	<24 hrs	25
3. Describe the selection criteria for identifying an account team member.
4. Describe the compensation structure and incentive program of an account team member.
5. What is the turnover rate of an account team member?

6. How is an on-site account team member position covered in case of an unscheduled absence?
7. Does Proposer's have a documented conflict resolution process? If yes, please provide an escalation matrix detailing the hierarchy of management, including names and contact information.
8. How many MSP/VSP program contracts does Proposer currently service in Texas?
9. Please indicate the UT System institutions where Proposer can provide an on-site MSP/VMS account team member once contract is implemented
  - a. List all UTS institutions

## **SERVICES**

1. Provide a brief overview of the Proposer's MSP/VSP program.
2. Please describe the services included as part of the Proposer's MSP/VMS program.
3. Please describe any additional service capabilities Proposer's offers and any associated costs.
4. Please provide a process flow chart for Proposer's MSP/VMS program from requisition to assignment.
5. Does Proposer's program allow for the Institutional Participant to identify current contract employees and staffing agencies to be incorporated into Proposer's program? If yes, please describe process.
6. Does Proposer's program allow for the Institutional Participant to identify agencies to be included in the program? If yes, please describe process.
7. Does Proposer provide recommendations for optimizing the utilization of suppliers? If yes, please describe process.
8. Does Proposer have the ability to incorporate a tiered supplier program? If yes, please describe criteria.
9. Describe Proposer's strategy for recruiting new qualified staffing agencies.
10. Describe Proposer's strategy for maintaining long-term relationships with current qualified staffing agencies.
11. Does Proposer audit invoices for accuracy of hours worked, bill rates and mark-up rates? If yes, please describe process and resolution process for discrepancies.
12. Does Proposer monitor supplier performance? If yes, please describe criteria for measuring performance and actions for addressing and correcting any performance issues.
13. What is the Proposer process for communicating and implementing regulatory updates and announcements into proposed MSP/VMS program?
14. Does Proposer's proposed MSP/VMS program allow for the following:
  - a. creation of requisition templates

- b. access to past requisitions
  - c. ability to edit requisitions
  - d. ability to save requisition for future use
  - e. integration with PO approval/generation process from Institutional Participant's database
  - f. integration of business rules regarding Cost Center, Location or Department
  - g. Project management budget tracking
  - h. Ability to develop a database of job descriptions which can be edited to be used in requisitions
  - i. Requisition tracking from creation to fulfillment
  - j. Ability to schedule interviews between requester to supplier
  - k. Ability to track performance evaluations
  - l. Ability to send alerts for next step required to be fulfilled
  - m. Bill rate visibility for requestor
  - n. Ability to bill by hour, project, deliverables
  - o. Ability to alert requestor and supplier when approaching overtime
  - p. Ability to enter multiple billing categories (i.e. hourly, overtime, exempt)
  - q. Ability to enter time worked in multiple shifts and multiple bill categories on one invoice
  - r. Ability to enter various approval levels based on authority and availability within a predefined time frame before a requisition can be released
  - s. Ability to alert for on-boarding process
  - t. Ability to alert for off-boarding process
  - u. Ability to enter billable hours via VMS tool
  - v. Ability to verify that federal and state related laws are complied
  - w. Ability to reject requisition if incorrect and provide notification of such rejection
15. Does Proposer provide contingent workforce through their own company, a parent company or subsidiary? If yes, how does Proposer ensure a competitive environment?
16. Is Proposer's program vendor neutral?
17. Does Proposer offer the following services? Please check all that apply, describe process and list any associated costs.
- i. Sourcing of temp to hire
  - ii. Develop strategic contracts
  - iii. On boarding services
  - iv. Background checks
  - v. Off boarding services
  - vi. Payrolling services
  - vii. Audit staffing agencies
  - viii. Ensure JCAHO compliance
  - ix. Ensure Internal compliance process
  - x. Ensure I-9 Compliance
  - xi. Accurate 1099 qualification
- Ask each one individually like question below or as is.**
18. Does Proposer offer background checks? If yes, please describe screening process in detail (education verification, reference checks, employment eligibility procedures, criminal background checks, drug screenings, etc.) and identify any associated costs.
19. What percentage of new potential candidates that are declined placement based on the Proposer's prescreening process?
20. What is the Proposer's targeted fill time (from requisition submission to actual assignment)?
21. What percent of assignments are filled within the targeted fill time?

22. What percentage of candidates that do not complete the full duration of work assignment?
23. What is the most common reason for candidates not completing a full duration of a work assignment?
24. How many contracts does Proposer currently have with staffing agencies for the following job categories?
  - i. Clerical / Administrative
  - ii. IT
  - iii. Nursing
  - iv. Facilities
25. Does Proposer track and manage client feedback regarding specific assignments, supplier performance (quality, cost, responsiveness,) and what are the steps to resolve/address issues?
26. Does Proposer have a process for addressing co-employment risk or employee misclassification? If yes, please describe
27. Does Proposer have a process to mitigate risk as it pertains to employment laws and regulations from a federal, state and industry level? If yes, Please explain.
28. Does Proposer track, manage and report upon contingent worker tenure risk?
29. Please check all available training mediums available to client:
  - a. Web-based
  - b. Face-to-face
  - c. Self-paced

#### **HUB**

1. Is Proposer a certified State of Texas Historically Underutilized Business?
2. Does Proposer have any current contracts with Historically Underutilized Businesses?
3. Does Proposer's program allow for new Historically Underutilized Businesses to be incorporated into the program?

#### **REPORTING CAPABILITY**

1. Provide a list of the standard reports available with proposed VMS tool. Include the report name, description and sample of each report.
2. Does Proposer's VMS tool allow user to create ad-hoc/custom reports?
3. Does Proposer's VMS tool allow users to filter/sort information in reports?
4. Does Proposer's VMS tool allow users to create report templates for recurring use?
5. Does Proposer's VMS tool allow users to create report alerts?
6. Does Proposer's VMS tool allow for the spend reports to be generated by:
  - a. End User
  - b. Department

- c. Work Location
  - d. Job Description
  - e. Hourly Rate
  - f. % Mark-Up
  - g. Total Number of Hours Worked
  - h. Total Spend
  - i. Supplier Diversity classification
  - j. Work classification
  - k. Supplier
  - l. Contingent worker
  - m. Staffing agency
  - n. Tier
7. Does Proposer's VMS tool have the capability to automatically generate a report of candidates based on the job position description selected?
  8. Does Proposer's VMS tool provide a report or a list of candidates who are scheduled to work on a specific date?

## **TECHNOLOGY CAPABILITY**

1. Please provide the following information regarding the Proposer's VMS tool:
  - a. Diagram of architectural design of program
  - b. platform or language of system code
  - c. databases supported
  - d. web browsers supported (include versions)
  - e. flexibility to customize functions, templates, notifications and pages to Institutional Participant's needs
  - f. current software version and when was it deployed
  - g. when is the next scheduled upgrade
  - h. are customers recommendations considered for enhancements
2. Please provide a detailed plan on how Proposer will implement MSP/VMS solution .
3. Is Proposer's VMS tool developed in-house or is it a third-party tool?
4. How many individuals are currently employed by Proposer that are dedicated resources for the VMS tool?
5. Does Proposer have the ability to create a custom website portal containing VMS tool for Institutional Participant?
6. How many levels of approval hierarchy is Proposer's VMS tool capable of supporting?
7. Is Proposer VMS tool capable of providing the following:
  - a. On-line web-based ordering system
  - b. Customer specific pricing and contract terms
  - c. Itemized cost center/group/organization usage reports available on-line to all the Institutional Participant's departments
  - d. Various authorization levels for order placement
  - e. Ordering system security features

- f. Electronic purchasing capabilities, including e-commerce, through the user of a variety of electronic order management systems with real-time access to service information for order fulfillment or web-based platforms with no local or network based software
  - g. Electronic billing
  - h. Accommodation for 32-digit account numbers
  - i. Secured access for Institutional Participant users
  - j. Email notification within a defined security hierarchy
  - k. HR administrator access to on-line web-based billing rates
  - l. HR administrator access to on-line web-based candidate availability
8. Does Proposer have experience integrating VMS tool with the following software for e-procurement? Check all that apply.
  - a. Peoplesoft
  - b. Lawson
  - c. Sciquest
  - d. SAP
  - e. Oracle
9. Are software upgrades provided free of charge?
10. Does Proposer's VMS tool support the utilization of Procurement cards?
11. Is Proposer's VMS tool available in a hosted format, internally implemented, or both? Please describe.
12. If Proposer's VMS tool is hosted, please describe the Relational Database Management System (RDBMS) platform used.
13. Please list all RDBMS platforms supported.
14. Will Proposer provide source code in an escrow account at no charge to UT System?
15. Does Proposer's VMS tool require any third party software not provided for by Proposer? If yes, please explain.
16. Describe the security structure of Proposer's VMS tool.
17. Does Proposer's VMS tool allow requisitions to be entered with multiple requirements (i.e. traveling nurses, travel requirements, skill sets, certifications, shift, urgent need, long term need, time limits for tiered suppliers)?
18. Does Proposer's VMS tool allow for the creation of a contingent worker profile with the ability to attach multiple documents?
19. Does Proposer's VMS tool allow end-users to search for potential candidates based on position requirements and create a list for review?
20. Does Proposer's VMS tool allow end-users to view the candidates qualification and any attached documentation?
21. Does Proposer's VMS tool alert end-users when:
  - a. Selected candidate does not have required certification
  - b. Selected candidate's certification will expire prior to assignment



- c. Selected candidate
  - d. Selected candidate was designated as a “do not rehire” on a previous assignment
  - e. Selected candidate received a negative evaluation on a previous assignment
  - f. Selected candidate will violate any length of stay rules during assignment
22. Does Proposer’s VMS tool capture negotiated rates and automatically apply those rates to candidate’s assignment based on assignment criteria (i.e. shift, job title, facility, etc.)
23. Please select the methods in which time worked can be collected by Proposer’s VMS solution:
- a. web entry
  - b. interactive voice response
  - c. time feeds
24. Is Proposer’s VMS tool supported 24 hours a day, 7 days a week, 365 days a year?
25. Is Proposer’s VMS tool capable of consolidated invoices based on the end-user’s needs?
26. Can Proposer’s VMS tool automatically create an urgent notification to the account team member and approver hierarchy based on the criticality of the need?
27. Can Proposer’s VMS tool send notifications to:
- a. Email
  - b. Cell phone
  - c. PDA
  - d. Pager
28. Does Proposer’s VMS tool provide real-time internet access 24 hours a day?
29. Does Proposer’s VMS tool allow end-users to make changes to the requisitions during the assignment?
30. Does Proposer’s VMS tool allow for manager to approve time entered by candidate prior to submitting for payment?
31. Does Proposer’s VMS tool provide an automatic notification when hours worked are nearing overtime, double-time or other negotiated pay or federal or state law is near violation? If yes, please describe
32. Does Proposer’s VMS tool allow for expenses (i.e. per diems for traveling nurses, training, orientation, etc.) and reimbursements to be entered and approved? Describe
33. Describe how Proposer’s MSP/VMS resources information for JCAHO compliance is tracked (i.e. training, immunizations, licenses, CPR, small pox, military service, fire safety quiz, background checks, physical and TB).
34. Please provide a demonstration of the Proposer’s VMS tool via interactive link, PowerPoint slide, Pdf. or other means that will be shared with the Subject Matter Experts (SMEs).
35. Of the Proposer’s VMS tool, describe the standard interfaces (e.g. users, purchase orders, time, invoices) and applications that you have successfully integrated with in projects. Indicate if interface was transactional vs. batch and standard vs. custom.
36. Does Proposer’s VMS tool support data migration from legacy programs and ERP systems?

37. Does Proposer's VMS tool interface with staffing agencies to facilitate requisitions, invoicing, and visibility into candidate profiles?
38. Does Proposer have a disaster recovery plan? If yes, please upload plan.
39. Does Proposer's VMS tool have a recurring scheduled maintenance plan? If so, what time of day or night is it scheduled, how long does it last and how often does it take place?
40. How often does Proposer's VMS tool experience an outage? When was the last time an outage occurred? How was the outage resolved and what stops were taken to prevent it from reoccurring.
41. What is the maximum number of users the Proposer's VMS tool can support simultaneously?
42. Does Proposer's VMS tool support the following log-in and authentication processes?
  - a. user id/password
  - b. single sign-on integration
43. Describe Proposer's VMS tool's security system. How is confidential information protection? How is client specific information segregated?
44. Does Proposer's VMS tool include online analytical processing (OLAP) systems? If yes, describe.
45. Does Proposer's VMS tool provide back-up and recovery capabilities? If yes, please describe.
46. Describe how Proposer will transition data from UT System to Proposer.
47. Provide a detailed project plan/chronological list or flowchart of events/tasks involved in implementing the Proposer's MSP/VMS solution at a campus. Proposer's responses should include all applicable resources required, roles and responsibilities of each resource to successfully complete the implementation.

## **INCENTIVE REBATES**

1. Does Proposer offer any incentives or rebates to UT System or Institutional Participants in addition to those required under this RFP? If yes, Please describe Proposer's approach to structuring those additional incentive or rebates?
2. Does Proposer offer early start-up incentives? If yes, Please describe incentive structure.

## **IMPLEMENTATION**

1. Describe in detail how the following functions are managed as part of the MSP solution:
  - a. high-level explanation of users who access the solution, roles and responsibilities for each user in the business cycle
  - b. how new users are added to the system for access
  - c. how roles and permissions are defined in the solution
  - d. provide a table of which roles and/or permissions can change/delete items in the system and explain how this security issue is handled
2. Describe the Proposer's process for communication and change management plan when transitioning into a new account?

3. What difficulties are anticipated in implementing a contract of this size and scope? How will these difficulties be managed? What assistance is required from the UT System?
4. Does Proposer guarantee hard cost savings by implementing the Proposer's MSP/VMS solution in an institution? If yes, explain how Proposer plans to achieve hard cost savings.

**PRICING and INVOICING**

1. Please describe Proposer's pricing structure(s) for the proposed MSP/VMS solution. Describe all factors and associated costs and how they are assessed.
2. Is Proposer able to provide a single cost structure across all UT System institutions? If not, please explain.
3. Please describe Proposer's pricing structure for converted contingent worker fees?
4. Can the system provide electronic consolidated invoice files? What formats and frequencies for sending invoice files are supported?
5. Does Proposer assume responsibility for all tax payment, reporting, and agency audits?
6. How does Proposer establish market rates?
7. Is Proposer's pricing model different for existing contingent workers (i.e. embedded base) versus new contingent workers sourced through the program?
8. Identify any rebates, cash incentives or volume discounts included upon contract execution or during the term of the contract.
9. What is the Proposer's total estimated cost of MSP/VMS implementation? Would these costs be per campus? Are there any recurring annual fees, software license fees, maintenance fees and support fees? If yes, please provide details.
10. Pricing components can be based upon various factors. For example, if you can provide deeper discount/pricing structures by incorporating an exclusive staffing agreement for specific categories of labor, or for being the sole Payroll spend provider, you may incorporate those pricing structures here in the Pricing Matrix provided here. At a minimum, your response(s) should include the following components:
  - a. Cost Component
  - b. MSP
  - c. VMS
  - d. Payroll Services Mark-Up
  - e. 1099 / Supplier Evaluation Services
  - f. Staffing (markup percentages)

Please provide the rebate percentage(s) that will be extended to UT System upon achievement of specific volume spend thresholds.

If the annualized spend under MSP/VMS program:		The rebate percentage will be:
is at least:	but less than:	
\$2M	\$5M	0.0%
\$5M	\$10M	0.0%
\$10M	\$20M	0.0%

\$20M	\$30M	0.0%
\$30M+	N/A	0.0%

Please provide an initial service fee for a period of twelve months from the Institutional Participant's implementation.

Please provide the proposed service fee for the UT System account based on the specific spend volume. The service fee will be deducted from all staffing agency payments processed by Proposer, excluding travel and expense reimbursements, in consideration of the MSP/VMS services provided by Proposer. The service fee will be calculated annually within 30 days of Effective Date anniversary based on the preceding fiscal year's spend.

If the annualized spend under MSP/VMS program:		the Service Fee will be:
is at least:	but less than:	
\$2M	\$5M	0.0%
\$5M	\$10M	0.0%
\$10M	\$20M	0.0%
\$20M	\$30M	0.0%
\$30M+	N/A	0.0%

**COST SAVINGS**

1. Please provide a detailed outline/plan regarding Proposer's overall approach to Cost Savings for UT System's program (both pre/post implementation,) providing specifics around processes, education and implementation practices
2. Does Proposer guarantee soft cost savings? Provide example of how Proposer plans to accomplish.
3. Provide a sample report of how Proposer defines, measures and reports both hard and soft cost savings.
4. Please advise UT System of any prompt payment discount options available.
5. Please provide a sample of the Service Level Agreement Proposer will execute with staffing agencies on behalf of UT System.
6. What service levels, liquidated damages, indemnification or other risk mitigation categories does Proposer offer?
7. Does Proposer have a written policy for invoicing corrections or adjustments? If yes, please provide actual policy. If no, describe current process.
8. What are Proposer's payment terms?

**COMPETITIVE ADVANTAGE**

1. In one page or less, briefly describe Proposer's competitive advantage in the marketplace. Please provide only information not previously asked or disclosed herein. Describe how Proposer's solution could be improved.

2. Describe how Proposer would proactively approach generating additional hard and soft cost savings for UT System's spend over the life of the contract. Please provide only information not previously asked or disclosed herein.
3. Please state how Proposer will proactively benchmark the marketplace and pass along any information on rates, trends, best practices and savings during the contract term.

## **SUSTAINABILITY**

1. What Policies are in place to monitor and manage Proposer's supply chain regarding environmental issues? Please check the items that apply.
  - Proposer applies environmental criteria when making purchasing decisions.
  - Proposer purchases "green" (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.
  - Proposer specifies sustainable products and or locally manufactured products
  - Proposer specifies products using Electronic Products Environmental Assessment Tool (EPEAT) standards
  - Proposer partners with sustainable suppliers or utilize suppliers who share in the sustainability commitment
2. Does Proposer have an environmental policy statement? Please check the items that apply.
  - a. Proposer is developing an environmental policy statement
  - b. Proposer's environmental policy statement consists of a commitment to promote environmental stewardship
  - c. Proposer's environmental policy statement describes Proposer's Sustainability Initiative
  - d. Proposer has formed an oversight committee to ensure the success of Proposer environmental policy
  - e. Proposer's environmental policy statement describes how Proposer explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability
3. Has Proposer ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.
  - a. No, Proposer HAS NOT been cited for non-compliance of an environmental or safety issue
  - b. Yes, Proposer HAS been cited for non-compliance of an environmental or safety issue
4. What programs does Proposer have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.
  - a. Proposer recycles consumables, reduce waste and practice energy reduction when possible
  - b. Proposer is developing a recycling program
  - c. Proposer utilizes a formal energy management system
  - d. Proposer is a member of various environmental organizations
  - e. Proposer has formed a Sustainability Committee to identify sustainable solutions for Proposer's company
  - f. Proposer has a company-wide Recycling Program
  - g. Proposer has performed an environmental or waste audit
  - h. Proposer is recognized by peers and environmental organizations for providing leadership in sustainability
5. Does Proposer have web-based materials available documenting your "Green" initiatives? Please check the items that apply.
  - a. Proposer is developing web-based documentation of "Green" initiatives
  - b. Proposer's website includes "Green" reference information
  - c. Proposer's website contains an environmental policy statement

- d. Proposer's website includes materials that document Proposer's "Green" initiatives
- e. Proposer's website contains Proposer's Sustainability Report

---

NON PRICE JUDGED AND AUTO SCORE QUESTIONS

BACKGROUND INFORMATION	0%
ACCOUNT MANAGEMENT	10%
SERVICE	15%
REPORTING CAPABILITY	20%
TECHNOLOGY CAPABILITY	10%
INCENTIVE REBATES	0%
IMPLEMENTATION	15%
PRICING and INVOICING	10%
COMPETITIVE ADVANTAGE	15%
SUSTAINABILITY	5%

Total Non-Price 100%

---

OVERALL SCORING

NON-PRICE 70% - PRICE 30%



RFP Submittal Deadline: **August 16, 2010** at **3:00 PM (CST)**

Addendum Issue Date: **July 21, 2010**

**ADDENDUM 1**  
**REQUEST FOR PROPOSAL**  
**UTS/A18**  
**MSP VMS RFP**

DIRECT QUESTIONS TO: Rose Berberian, Sourcing Analyst, Telephone (713) 792-1635 or [rberberian@mdanderson.org](mailto:rberberian@mdanderson.org)

DIRECT HUB PLAN QUESTIONS TO: Cynthia Booker, HUB Coordinator, Telephone (512) 499-4485 or [cbooker@utsystem.edu](mailto:cbooker@utsystem.edu)

ACKNOWLEDGEMENT OF THIS ADDENDUM 1 IS REQUIRED. THIS RFP ADDENDUM IS A FURTHERANCE OF RFQ **UTS/A18** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

## ADDENDUM 1

### **Item One:**

The Pre-proposal PowerPoint slide presentation has been posted in Section 24 in the Ariba tool. This document is available for downloading.

### **Item Two:**

The Pre-proposal conference attendee lists have been posted in Section 24 in the Ariba tool. This document is available for downloading.

### **Item Three:**

The HUB Subcontracting Plan (HSP) Checklist has been posted in Section 24 in the Ariba tool. Proposers are encouraged to use this check list to complete their HSPs. This document is available for downloading.

### **Item Four:**

The Pre-proposal RFP Questions and Answers are posted as part of this Addendum document. Please review all questions and answers.

#### ***Supplier Questions & Answers Provided***

1. Q. Clarify EIR documents  
A. Vendor management systems are considered Electronic Information Resources (EIR).
2. Q. Will UT System select one supplier for MSP/VMS solution?  
A. UT System aims to select one Preferred Supplier for the MSP/VMS solution.
3. Q. Who is MD Anderson currently using?  
A. Allegis.
4. Q. Will MD Anderson be using a new solution under an eventual contract?  
A. MD Anderson is participating in this event. MD Anderson will make that determination.
5. Q. What technology is MD Anderson currently using under VMS solution?  
A. MD Anderson's VMS solution is provided by their MSP provider.

## **Supplier Questions & Answers - continued**

6. Q. Should we have Stephanie Park review HUB Plan prior to August 16, 2010?  
A. It is recommended that the HUB Plan be submitted to Stephanie Park for review to ensure it is completed correctly prior to submitting the HUB Plan as part of Proposer's response.
7. Q. Does UT System have criteria to assist proposers with completing the plan?  
A. UT System has a tutorial on their HUB website. [www.utsystem.edu/hub](http://www.utsystem.edu/hub)
8. Q. Will there be preference given to a HUB for contract?  
A. No. HUB criteria and participation is not scored.
9. Q. Can UT System disclose the weights for each of the selection criteria?  
A. No.
10. Q. What is implementation plan for each institution?  
A. Implementation for each institution is contingent upon the institution's adoption of the contract.
11. Q. Will the VMS solution need to have separate software implementation at each institution?  
A. Separate software implementation at each institution is dependent upon the Proposer's VMS solution. Each campus will need to have access to the VMS solution and each campus may have different job descriptions and requirements.
12. Q. Would there be an entity that would want to see all the rolled up data for all institutions?  
A. Yes, the UT System Supply Chain Alliance will want manage the contract and conduct quarterly business reviews with the Preferred Supplier.
13. Q. Is there an incumbent supplier?  
A. MD Anderson is currently using Allegis as their MSP/VMS solution. UTMB and UTHSCH are currently not using a MSP/VMS solution.
14. Q. Will the MSP/VMS get to select which companies to use?  
A. Goal would be to partner with the institution to use current suppliers and make recommendations on new suppliers that benefit the institutions.
15. Q. Will the software be hosted?  
A. Whether software is hosted or not depends on the Proposer's VMS solution.
16. Q. Is \$10M for three institutions currently engaged?  
A. Yes. The \$10M is for the institutions and three categories of spend listed in the RFP.
17. Q. Do the other institution size and spend similar to \$10M?  
A. UT System does not have spend information on the other institutions however it is likely that they are similar.
18. Q. What are the administrative positions UT System is considering?  
A. Administrative positions and clerical. Each campus will determine what disciplines they will incorporate under the MSP/VMS solution.
19. Q. Does UT System want to narrow the number of suppliers?  
A. UT System institutions may identify agencies they prefer to use but will also look to the MSP/VMS provider for recommendations.
20. Q. Would Independent Contractor fall under this RFP scope?  
A. It may, depending upon the institution's needs.
21. Q. Do institutions have the ability to select utilization of the three areas listed?  
A. The institutions have the ability to select utilization of any or all disciplines that meet their needs. The managed services provider should be able to offer contingent workforce for the three disciplines listed in the RFP which are Administrative, Light Industrial and Information Technology. Each Institutional Participant will determine which disciplines will be incorporated at the respective campus. Disciplines



### **Supplier Questions & Answers - continued**

under the managed service provider program may be expanded by the Institutional Participant based on their needs.

- 22. Q. When does the Allegis relationship set to expire?  
A. Early next year
- 23. Q. What are the ERP systems used at each institution?  
A. It will vary by institution but some use Peoplesoft.
- 24. Q. In regards to the “service fee” pricing for Attachment A. This pricing schedule is not conducive to a vendor-neutral model. Will UT accept alternative pricing models?  
A. Attachment A, Price Schedule must be completed and submitted as part of the proposal. You may also include alternate pricing models however, UT System reserves the right to refuse any such alternates.

#### **Item Five:**

Section 6 Pricing and Service Affirmation – Language in Section 6.2 has been revised. The new Section 6 Pricing and Service Affirmation document has been posted in Section 24 in the Ariba tool. This document is available for downloading and must be completed and submitted with Proposal prior to Submittal Deadline.

#### **Item Six:**

Appendix One – Section 3 has been removed. Other language throughout the document has been revised to reflect the submission of proposal via the Ariba® e-Sourcing tool. The new Appendix One document has been posted in Section 24 in the Ariba tool. This document is available for downloading and must be completed and submitted with Proposal prior to Submittal Deadline.

#### **Item Seven:**

Section 5.4 - Contract Term – The anticipated base term of any contract resulting from this RFP has changed. The new anticipated base term of a contract resulting from this RFP will be for three (3) years with two (2) options to renew for an additional one (1) year period.

**END OF ADDENDUM 1**

# Pre-Bid Conference

## MSP VMS RFP

### UTS/A18



THE UNIVERSITY of TEXAS SYSTEM

SUPPLY CHAIN ALLIANCE

**Webinar attendees please dial: 877.226.9790 Code 7277429**

## Agenda

Sign-in

Introductions

Supply Chain Alliance Overview

Sourcing Event Overview

Historically Underutilized Businesses

Supplier Q&A

July 27, 2010

# Strategic Initiative



THE UNIVERSITY of TEXAS SYSTEM

SUPPLY CHAIN ALLIANCE



THE UNIVERSITY OF TEXAS  
Health Science Center at Tyler

THE UNIVERSITY OF TEXAS  
MD ANDERSON  
CANCER CENTER



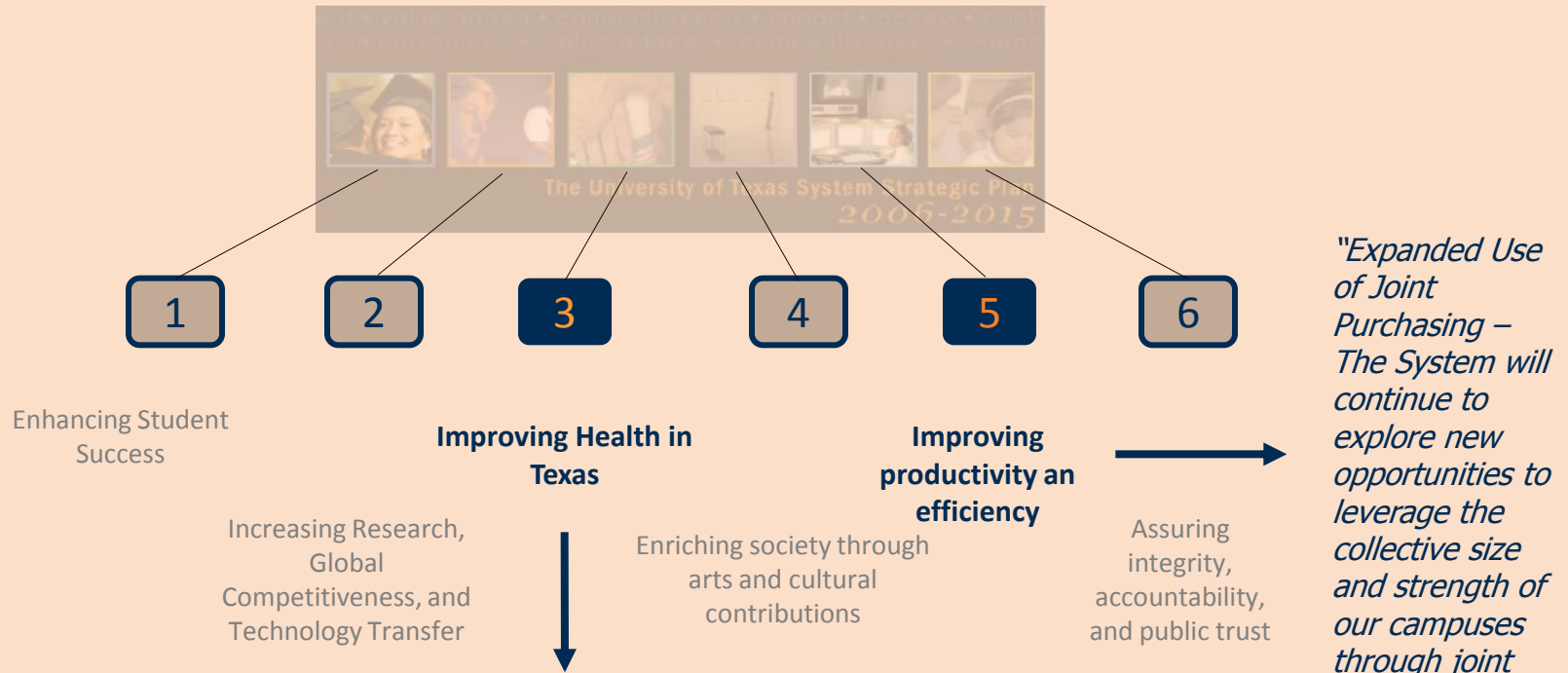
THE UNIVERSITY of TEXAS  
HEALTH SCIENCE CENTER  
AT HOUSTON



# Board of Regents 2006 -2015 Strategic Plan



THE UNIVERSITY OF TEXAS SYSTEM  
SUPPLY CHAIN ALLIANCE



*" By June 30, 2007, have in place a framework that is supported by mechanisms for purchasing of equipment, services, and supplies (e.g., research supplies and equipment, office supplies and equipment, and clinical materials for ambulatory programs) in order to maximize the overall purchasing power of the UT System health institutions. This will include UT System supply chain activities as well as purchasing by specific institutions to serve multiple campuses, when cost effective."*

# Alliance Governance



THE UNIVERSITY OF TEXAS SYSTEM  
SUPPLY CHAIN ALLIANCE



***UT System leadership*** and the ***Presidents*** from each health institution provides overall strategic direction

Comprised of the ***Chief Business Officers*** of the health institutions and ***UT System Administration***, this body serves as the rule making and primary governance authority of the Alliance

Comprised of the ***Chief Supply Chain Officers*** of the health institutions and ***UT System Administration***, this body governs routine activities and operations of the Sourcing Team

***Strategic Sourcing Team*** includes a dedicated group of Supply Chain professionals responsible for Strategic Sourcing and Supply Chain initiatives

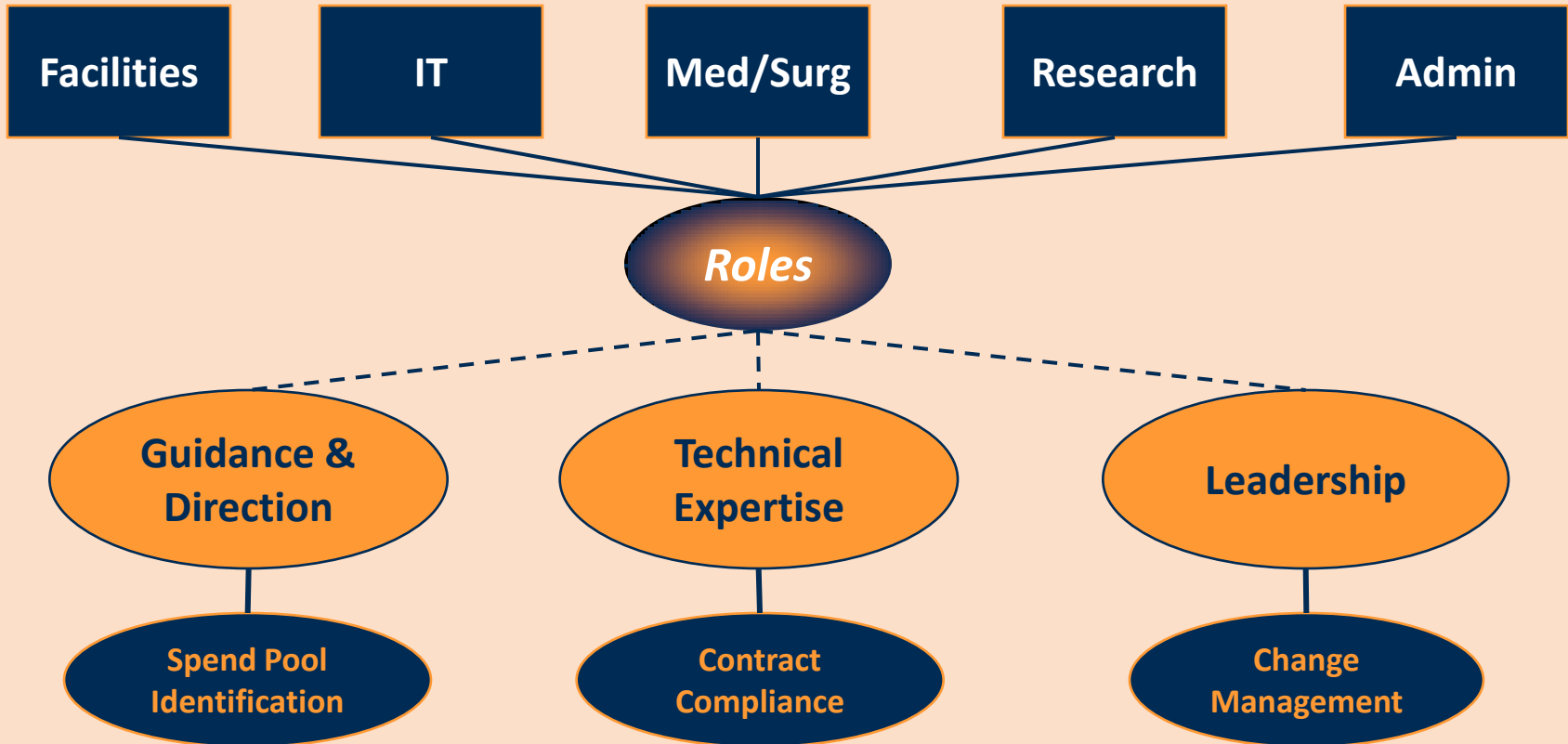
# Spend Councils: Critical Success Factor

## Created at Three Strategic Levels

1. UT System

2. Institutional Senior Management

3. End User/Department



# Alliance Business Model



THE UNIVERSITY OF TEXAS SYSTEM  
SUPPLY CHAIN ALLIANCE



## Strategic Sourcing

- Dedicated Sourcing Professionals
- Data Driven Analysis
- Aggregated Purchasing Leverage
- Long-term Cost Savings
- Improve Benchmarking
- Total Cost of Ownership
- Information Sharing & Collaboration
- Supplier Relationship Management

## Integration of HUB

# MSP VMS RFP Sourcing Event

## UTS/A18

- Objective of the RFP
- Background
- Projected Spend
- Criteria for Selection
- Price Schedule
- Submittal Checklist
- HUB Reporting
- Key Events Schedule





# Objective of the RFP

- UT System, on behalf of the Alliance, is soliciting proposals in response to this Request for Proposal for Selection of a Preferred Supplier as a Managed Services Provider for Contingent Workforce with an Integrated Vendor Management System and related Services RFP No. UTS/A18 (this “**RFP**”), including the goods and services more specifically described in **Section 5.4** (Scope of Work) of this RFP, and Preferred Supplier’s other duties and obligations under the Agreement (collectively, the “**Services**”).
- The goal of this RFP is to provide UT System with a Preferred Supplier to provided Services to Institutional Participant. UT System will work through the Alliance to team with one or more Preferred Suppliers and develop a relationship that will produce a win-win for all parties. UT System hopes to work through the Alliance with the Preferred Supplier to establish practical business processes and procedures that will foster a strong working relationship.



# Objective (cont'd)

- In this process, Proposer will provide detailed information regarding the proposed Services of the proposed program. The Proposer will submit a tiered service fee based on total sales, to be charged for Services. The categories of contingent workforce currently include Administrative, Light Industrial and Information Technology. These categories may be expanded by each Institutional Participant as needed.
- Proposers are invited to submit proposals to establish a strategic business alliance with UT System that will maximize the resources of both organizations to most effectively meet the requirements specified in this RFP document. Specifically this RFP process should:
  - Provide a comprehensive and guaranteed pricing structure for related goods and services;
  - Leverage the aggregate purchasing volumes of Institutional Participants;
  - Achieve cost savings for Institutional Participants;
  - Create a process for utilization of Preferred Suppliers to meet the needs of the Institutional Participants for ad hoc staffing requirements and project staffing requirements;
  - Improve the overall customer satisfaction; and
  - Enhance relationships between Proposer and contingent workforce that will service Institutional Participants.



# Background

- The aggregated estimated value of this RFP is approximately **\$10 Million Dollars** annually.
- The estimate is driven by the historical information provided by UTMB, UTMDACC and UTHSCH based on Administrative, Light Industrial and Information Technology categories.
- UTMDACC's historical spend under a managed service provider with an integrated vendor management system is approximately \$7,570,000 annually. UTMB's historical spend is \$1,512,000 and UTHSCH's historical spend is \$500,000, both utilizing temporary staffing agencies for contingent workforce. In addition to these institutions, it is the intent of the Alliance to market the selected Preferred Supplier(s) to all Institutional Participants that may be interested in Services in the future.



# Criteria for Selection

## “Best Value” Procurement

Successful Proposer, if any, selected by UT System in accordance with the requirements and specifications set forth in this RFP will be Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is most advantageous to UT System.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UT System in terms of (1) goods and services to UT System, (2) total overall cost to UT System, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UT System in a contract for the Services.

An evaluation team from UT System will evaluate proposals. The evaluation of proposals and the selection of Preferred Supplier will be based on the information provided by Proposer in its proposal. UT System may give consideration to additional information if UT System deems such information relevant.



# Price Schedule

## Attachment A

Proposer should submit a service fee percentage charged to the temporary staffing agency based on the tiers provided in the Pricing Schedule (ref. **Attachment A** to this RFP) and within the Proposer's Survey (ref. **Section 5.5** of this RFP)

### *Review of Price Schedule*



# Submittal Checklist

## Section 3.4 of RFP

Proposer is instructed to complete, sign, and upload into the Ariba® E-Sourcing tool, the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then UT System may reject the proposal:

- 3.4.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX ONE).
- 3.4.2 Responses to questions and requests for information in the Specifications, Additional Questions and Scope of Work Section (ref. Section 5 of this RFP).
- 3.4.3 Signed and Completed Pricing and Service Affirmation (ref. Section 6 of this RFP).
- 3.4.4 Signed and completed copy of the HUB Subcontracting Plan or other applicable documents (ref. Section 2.5 of this RFP and APPENDIX TWO).
- 3.4.5 Responses to Proposer's Survey (ref. Section 5 of this RFP).
- 3.4.6 Responses to Proposer's Price Schedule (ref. Section 5 of this RFP).
- 3.4.7 Addenda Checklist, if applicable (ref. Section 3 of Appendix One to this RFP).



# HUB Presentation

## HUB Contact:

Stephanie Park

HUB Coordinator, U.T. System Administration

[spark@utsystem.edu](mailto:spark@utsystem.edu)

(512) 499-4378

- All HUB Plans should be reviewed by Stephanie Park prior to submittal.
- Responses that do not include an HSP will be rejected as a material failure to comply with advertised specifications in accordance with the request for qualifications.



# Sourcing Event Key Dates

Date	Time	Event
Tuesday, July 13, 2010	10:40 pm	Issuance of RFP
Tuesday, July 20, 2010	10:30 am	Pre-Proposal Meeting
Tuesday, August 3, 2010	5:00 pm	Deadline to Submit Questions for clarification to RFP requirements - Section 2.2 of this RFP.
Monday, August 16, 2010	3:00pm	RFP SUBMISSION DEADLINE
Mid September, 2010		Selection of Finalist
Late October, 2010		Anticipated Contract Award(s) and contract negotiations





# Sourcing Event Contact

## RFP Contact

**Rose Berberian**

Sourcing Specialist

Phone: 713-792-1635

E-mail: [rberberian@mdanderson.org](mailto:rberberian@mdanderson.org)



# MSP VMS RFP Sourcing Event

## UTS/A18

Q's

Any Questions?





**Thank you for your Attendance  
and Participation**

THE UNIVERSITY OF TEXAS SYSTEM  
SUPPLY CHAIN ALLIANCE



## UT System Administration Historically Underutilized Subcontracting Plans (HSP) Vendor/Commodities

All Texas State agencies and institutions of higher education (universities) are required to make a good faith effort to include minority and/or women owned businesses in their procurement opportunities. The State of Texas uses the term Historically Underutilized Businesses (HUB) to distinguish State certified minority and/or women owned businesses.

### **Procurement Goal Commodities – 33%**

#### **Statement of Probability**

- Subcontracting Opportunities **are probable** in connection with this solicitation

**Choose either Self-Performing or Subcontracting and follow the directions below the appropriate section.**

#### **A) Complete a Self-Performing HSP as follows:**

##### **Section 1**

- Complete as indicated on the form. VID # refers to the tax ID number.

##### **Section 2**

- Mark the ‘NO’ box and continue to Section 9.

##### **Section 9**

- Mark the “NO” box and in the space provided indicate how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

##### **Section 10**

- Sign the form. Include your e-mail address and contact phone number should UT System HUB have any questions.

#### **B) Complete a Sub-Contracting HSP as follows:**

##### **Section 1**

- Complete as indicated on the form. VID # refers to the tax ID number.

##### **Section 2**

- Mark the ‘YES’ box and provide list of portions of work you will subcontract in the chart below.

##### **Section 3**

- Indicate the line item number from Section 2 and the subcontracting opportunity description from Section 2 on the lines provided. **Note: Section 3 – 8 should be completed separately for each subcontracting opportunity.**

##### **Section 4**

- Mark the “NO, Not applicable” box.

##### **Section 5**

- Mark the “NO, Not applicable” box.

##### **Section 6**

- Read to understand the definition of the Good Faith Effort.

##### **Section 7**

- List 3 three HUBs you notified regarding the portion of work indicated in Section 3.  
**NOTE: Attach addressed and dated supporting documentation in the form of letters, phone logs, fax transmittals, e-mails etc. demonstrating evidence of the Good Faith Effort performed.**

### **Section 8**

- List the subcontractor you selected to perform the portion of the work indicated in Section 3. Include the expected percentage of work to be subcontracted, the dollar value and whether company selected is a HUB.

### **Section 10**

- Sign the form. Include your e-mail address and contact phone number should UT System HUB have any questions.

If you have any questions regarding completion of the HSP, contact Stephanie Park at 512-499-4378 or via e-mail at [spark@utsystem.edu](mailto:spark@utsystem.edu). You may also view the presentation on how to complete an HSP on the home page of the HUB web site at [www.utsystem.edu/hub](http://www.utsystem.edu/hub). The link is located on the bottom right side of the home page.

### **HUB Subcontracting Plan Required Documents**

- Respondents shall submit:
  - UT System Letter of Transmittal – Appendix 3
  - HUB Subcontracting Plan – Appendix 3

Forms may be downloaded at:

<http://www.utsystem.edu/hub/hubforms.html>

### **Changes to the Plan**

- Once the HUB Plan has been submitted any changes to the HSP must be approved in writing by UT System **prior** to any work commencing. Once the contract has been awarded the HSP is considered part of the contract. Violations to the Plan can be deemed by UT System as a breach of the contract.

### **Reporting – After Award**

- Prime contractor payment requests shall include:
  - Prime Contractor Progress Assessment Report

***Responses that do not include an HSP will be rejected as a material failure to comply with advertised specifications in accordance with the request for qualifications.***

## UT System Supply Chain Alliance

### MSP VMS RPF - Pre-Proposal Conference

Tuesday, July 20, 2010 10:30 AM

	First Name	Last Name	Email	Organization	Job Title	Attended
1	Mitch	Cardoza	mitch.cardoza@adeconna.com	Adecco Group, North America	Vice President	Webinar
2	Greg	Krueger	gkrueger@agile1.com	Agile1	Business Development Manager	Webinar
3	Paige	Matthews	pbuford@allegisgroupservices.com	Allegis Group Services	Program Coordinator	Webinar
4	John	Naus	john.naus@clinicalone.com	Clinical One	Business Development Manager	Webinar
5	Danielle	Robey	drobey@comforce.com	Comforce	Director of Sales	Webinar
6	Trezlyn	Williams	twilliams@dpsinc-texas.com	Dean's Professional Services	Marketing and Promotions Coordinator	In Person
7	Don	Smith	dsmith@isymphony.net	iSymphony	Business Development Manager	In Person
8	Keith	Patel	kpatel@isymphony.net	iSymphony	Principal	In Person
9	Eric	Berning	berniej@kellyservices.com	Kelly Services	Manager	Webinar
10	Ron	Lippitt	ron.lippitt@kellyocg.com	Kelly Services	Americas Sales Lead	Webinar
11	Bill	Lemons	lemonwh@kellyservices.com	Kelly Services	Director Houston Territory	In Person
12	Leslie	Fain	fainlej@kellyservices.com	Kelly Services	Senior Business Development Rep.	In Person
13	kim	young-benson	kim.young-benson@nursefinders.com	Nursefinders	Senior Staffing Mgr	Webinar
14	Jason	Kuhn	jason.kuhn@rsacorp.com	RSA Corp	VP, Consulting CIO	Webinar
15	Joanna	McAnulty	joanna.mcanulty@staffmark.com	Staffmark	Branch Manager	Webinar
16	Karen	Vallis	karen.vallis@staffmark.com	Staffmark	District Director	Webinar
17	Jeanne	Remik	remikj@superior-sdc.com	Superior Staff Resources	Regional Manager	Webinar
18	Tony	Dvorak	dvorakt@superior-sdc.com	Superior Staff Resources	Manager of Communications	Webinar
19	William	Kluth	wkluth@tapfin.com	TAPFIN Process Solutions	Director	Webinar
20	Mia	Trujillo	mtrujillo@volt.com	Volt	Proposal Writer	Webinar
21	Dan	Rothberg	drothberg@volt.com	Volt Consulting - Managed Service Programs	Regional vice President	Webinar
22	David	Ray	dray@volt.com	Volt Consulting MSP	Global Accounts Director	Webinar
23	James	Smith	jcsmith@workforcelogic.com	WorkforceLogic	VP Business Development	Webinar
24	Elise	Andersen	eandersen@workforcelogic.com	WorkforceLogic	Proposals Manager	Webinar
25	Anna	McMenamin	anna.mcmenamin@yoh.com	Yoh	Client Solution Manager	Webinar
26	Catherine	Congleton	catherine.congleton@yoh.com	YOH Services	VP Enterprise Solutions	Webinar
27	Linda	Searcy	lindas@zebec.net	Zebec Data Systems	Vice-President of Sales	Webinar
28	gary	Greene	ggreene@zerochaos.com	ZeroChaos	Director	Webinar
29	Lisa	Quattrini	lquattrini@zerochaos.com	ZeroChaos	VP, Business Development	Webinar
30	Cynthia	Booker	cbooker@utsystem.edu	UT System	HUB Department Representative	In Person
31	Chris	Gross	cgross@mdanderson.org	UT System Supply Chain Alliance	Contract Manager	In Person
32	Rose	Berberian	rberberian@mdanderson.org	UT System Supply Chain Alliance	Sourcing Specialist	In Person

**APPENDIX ONE**  
**PROPOSAL REQUIREMENTS**

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**SECTION 1: GENERAL INFORMATION..... 1**

**SECTION 2: EXECUTION OF OFFER..... 6**

## SECTION 1

### GENERAL INFORMATION

#### 1.1 Purpose

UT System is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing goods and 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 UT System.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the goods and services to be performed, the detailed requirements of the goods and services to be provided, and the conditions under which such goods and 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 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

UT System may in its sole discretion respond in writing to written inquiries concerning this RFP and post its response as an Addendum to all parties recorded by UT System as participating in this RFP. Only UT System's responses that are made by formal written Addenda will be binding on UT System. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UT System prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum by selecting "acknowledge" in the Addendum section of the RFP in Ariba. The each Addendum must be acknowledged by Proposer prior to the Submittal Deadline and should accompany Proposer's proposal.

#### 1.3 Public Information

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

UT System may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, UT System will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, 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 and will have the opportunity to raise any objections to disclosure to the Texas



Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

#### 1.4 Type of Agreement

Preferred Supplier, if any, will be required to enter into an agreement with UT System and Institutional Participants in a form substantially similar to the sample Preferred Supplier Agreement (“**Agreement**”) attached to this RFP as **APPENDIX THREE** and incorporated for all purposes.

#### 1.5 Proposal Evaluation Process

UT System will select Preferred Supplier by using the competitive sealed proposal process described in this Section. UT System will open the HSP Packet submitted by a Proposer prior to opening Proposer’s proposal in order to ensure that Proposer has submitted the completed and signed HUB Subcontracting Plan (also called the HSP) that is required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the completed and signed HSP required by this RFP will be opened. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the completed and signed HSP required by this RFP will be rejected by UT System as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, UT System may invite one or more selected Proposers to participate in oral presentations. UT System will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Preferred Supplier.

UT System may make the selection of Preferred Supplier on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, UT System may make the selection of Preferred Supplier on the basis of negotiation with any of Proposers. In conducting such negotiations, UT System will avoid disclosing the contents of competing proposals.

At UT System's sole option and discretion, UT System may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, UT System may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, UT System will defer further action on proposals not included within the competitive range pending the selection of Preferred Supplier; provided, however, UT System reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of UT System.

After submission of a proposal but before final selection of Preferred Supplier is made, UT System may permit a Proposer to revise its proposal in order to obtain 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. UT System will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. UT System is not obligated to select Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UT System overall, as determined by UT System.

UT System 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 UT System. Proposer is hereby notified that UT System will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UT System.

## **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, Additional Questions and Scope of Work (ref. **Section 5** of this RFP), [d] the terms and conditions set forth in the Sample Preferred Supplier Agreement (ref. **APPENDIX THREE**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UT System 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 UT System has made no representation written or oral that one or more agreements with UT System will be awarded under this RFP; (2) UT System issues this RFP predicated on UT System's anticipated requirements for the Services, and UT System has made no representation, written or oral, that any particular scope of services will actually be required by UT System; 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 UT System.
- 1.8.3 UT System will not provide compensation to Proposer for any expenses incurred by Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer, unless otherwise expressly agreed in writing. 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 UT System, at UT System'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.
- 1.8.6 UT System makes no warranty or guarantee that an award will be made as a result of this RFP. UT System 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 when deemed to be in UT System's best interest. UT System 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 UT System, at UT System'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 UT System, in UT System's sole discretion.

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions referenced in Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP).

### 1.9.2 Execution of Offer

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

### 1.9.3 Pricing and Service Affirmation

Proposer must complete and return the Pricing and Service Affirmation (ref. **Section 6** of this RFP), as part of its proposal.

UT System will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Service Affirmation.

### 1.9.5 Submission

Proposer should submit all proposal materials via UTMDACC's Ariba® e-sourcing tool. Proposer should ensure that all documents are submitted electronically in accordance with the instructions in **Section 3.1** of this RFP.

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

UT System will not, under any circumstances, consider a proposal that is received after the Submittal Deadline or which is not accompanied by the completed and signed HSP that is required by this RFP.

UT System will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by hard copy (i.e., paper form) 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 UT System. 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 UT System's consent, which will be based on Proposer's submittal of a written

explanation and documentation evidencing a reason acceptable to UT System, in UT System's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) 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 UT System 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 UT System as specified herein and that such intent is not contingent upon UT System's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

## SECTION 2

### EXECUTION OF OFFER

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH PROPOSER'S PROPOSAL 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 UT System and Proposer; (3) UT System has made no representation or warranty, written or oral, that one or more contracts with UT System 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 (ref. **APPENDIX THREE**), under which Proposer will be required to operate.
  - 2.1.6 If selected by UT System, 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 UT System, 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 UT System will rely on such statements, information and representations in selecting Preferred Supplier. If selected by UT System, Proposer will notify UT System 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 UT SYSTEM, INDEMNIFY, AND HOLD HARMLESS UT 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 UT System 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 Proposer may be removed from all proposal lists at UT System.
- 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 UT System'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 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 any member of the Board of Regents of the University of Texas System or an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to UT System in writing; (ii) Proposer has not been an employee of any component institution of The University of 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 UT System enters into a contract or agreement with Proposer.
- 2.9** By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting UT System from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.10** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11** By signature hereon, Proposer represents and warrants that all products and services offered to UT System 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.

- 2.12 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 UT System makes an award or enters into any contract or agreement with Proposer.
- 2.13 If Proposer will sell or lease computer equipment to UT System 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.

**2.14 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_

If Proposer is a Corporation then Proposer’s Corporate Charter Number: \_\_\_\_\_

RFP No.: UTS/A17

**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.**

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

**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)

**SECTION 6**

**PRICING AND SERVICE AFFIRMATION**

**Proposal of:** \_\_\_\_\_  
(Proposer Company Name)

**To:** The University of Texas System

**Ref.:** Managed Service Provider with Integrated Vendor Management System

**RFP No.:** UTS/A18

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Services required pursuant to the above-referenced Request for Proposal upon the pricing terms quoted below.

**6.1 Service Fee Quotation**

The prices quoted in **Attachment A**, Price Schedule, to this RFP will be Proposer's service fee charged to temporary staffing agencies based on the total sales associated with Services.

**6.2 Administrative Fees**

Proposer agrees that if Proposer is awarded an Agreement under this RFP, it will provide a quarterly administrative fee of 1% of the Total Net Sales made by Preferred Supplier under this Agreement. "Total Net Sales" means the total dollar amount of all monies paid to Preferred Supplier for Services by an Institutional Participant, less credits, taxes, and unpaid invoices. The administrative fee will be used by UT System to provide support for implementation, administration, monitoring, and management of the Agreement.

**6.3 University's Payment Terms**

UT System's standard payment terms for goods and services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to UT System:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days/net 30 days

Proposer certifies and agrees that all prices, rebates, and incentives proposed in Proposer's proposal have been reviewed by Proposer's executive management.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_



RFP Submittal Deadline: **August 16, 2010** at **3:00 PM (CST)**

Addendum Issue Date: **August 4, 2010**

**ADDENDUM 2**  
REQUEST FOR PROPOSAL  
UTS/A18  
MSP VMS RFP

DIRECT QUESTIONS TO: Rose Berberian, Sourcing Specialist, Telephone (713) 792-1635 or [rberberian@mdanderson.org](mailto:rberberian@mdanderson.org)

DIRECT HUB PLAN QUESTIONS TO: Cynthia Booker, HUB Coordinator, Telephone (512) 499-4485 or [cbooker@utsystem.edu](mailto:cbooker@utsystem.edu)  
or Stephanie Park, HUB Coordinator, Telephone (512) 499-4378 or [spark@utsystem.edu](mailto:spark@utsystem.edu)

ACKNOWLEDGEMENT OF THIS ADDENDUM 1 IS REQUIRED. THIS RFP ADDENDUM IS A FURTHERANCE OF RFQ **UTS/A18** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

## ADDENDUM 2

### Item One:

#### **Supplier Questions & Answers Provided**

1. Q. How can I opt out of the event once I have accepted to participate?
  - A. If you decide to opt out after having accepted, Compose a Message in Ariba stating that your company has decided to not participate in the event. No further action is required.
2. Q. What features / benefits would you like to see in the incoming MSP/VMS program that are not available with your current program?
  - A. There are no specific features/benefits that are not currently available however, we would like a robust system.
3. Q. Are you looking for an industry specific MSP/VMS program? A vendor with heavy hospital based MSP/VMS experience?
  - A. The Alliance is not looking for industry specific experience however, the Proposer's response to the RFP questions should reflect Proposer's capabilities. If Proposer has experience working in a healthcare environment, Proposer should provide information regarding experience and competitive advantage.
4. Q. What VMS technologies (tools) have you examined, reviewed and worked with in the past? Does the GPO have a preference?
  - A. MD Anderson's current MSP provider utilizes Peopleclick. The Alliance does not have a preference in technologies.
5. Q. Are you open to an IC audit/ consulting as part of our total solution proposed?
  - A. The Alliance is open to the Proposer describing all of the services offered under the proposed solution.
6. Q. Are you using specific vendors for payroll servicing at this time?
  - A. The MSP/VMS provider is responsible for payroll services.
7. Q. Can you provide a list of all staffing vendors currently participating through the current MSP/VMS program?
  - A. Once the RFP is awarded, the Preferred Supplier will be provided information regarding staffing vendors at participating institutions.

## Supplier Questions & Answers - continued

8. Q. Does your current MSP/ VMS program vendor have on-site representatives at MD Anderson (Program Manager, Analyst, Recruiter, etc.)? If so, how many?
  - A. MD Anderson has one on-site representative. The size of the program at each institution will determine if an on-site representative is needed.
9. Q. When does UTI foresee adding other skill sets, such as RN, Clinical, Professional and SOW, to the MPS/VMS program?
  - A. Each Institutional Participant will determine what skill sets/disciplines will be added to the program based on their needs.
10. Q. What percentage of the contingent workforce is Technical/ IT? What are the average pay/ bill rate for the contingent Technical/ IT employee?
  - A. The percentage of contingent workforce varies by Institutional Participant dependant on their needs. The Pay/bill rate will also vary by location.
11. Q. Can you provide a sample list of the types of positions that make up the contingent workforce in your current MSP/VMS program?
  - A. Administrative, IT, Light Industrial, Business Professional, Allied Health, Services
12. Q. In addition to UTI marketing the selected MSP/VMS preferred vendor, will UTI allow the selected vendor to solicit business and build relationships with potential end users?
  - A. The Alliance will market the awarded MSP/VMS as the Preferred Supplier. The Institutional Participants will execute an Institutional Participant Agreement to engage the Preferred Supplier onto their campus. Once an Institutional Participant has implemented the program on their campus, the Institutional Participant will determine how it will be marketed on campus.
13. Q. Do you have a specific savings goal (%) with the new MSP/VMS program? Historically what types of savings have you achieved with your current program?
  - A. UT System's intent with this project is to create value. Proposers should present the highest savings goal they feel is achievable for UT System.
14. Q. Would you please provide the estimated contingent labor spend for UT System?
  - A. The estimated spend is noted in the RFP for the institutions participating in this event. The Preferred Supplier will be marketed to the Alliance members and affiliates. Please note: The Alliance has been very successful implementing contracts at institutions not actively participating in the event. Several Alliance contracts are used at all 15 UT institutions.
15. Q. If you are able, would you please break down the spend by institution?
  - A. The estimated spend is noted in the RFP for the institutions participating in this event.
16. Q. Question 19.3 asks if the Proposer offers early start-up incentives, would you please provide an example of an early start-up?
  - A. The Alliance has experienced that an early start-up incentive have really help institutions become early adopters of new programs. The early start-up incentives are structures to help an institution participant communicate that there is an additional benefit to them by actively participating in the early months of the contract.
17. Q. Has UT System used or plan to use a third party consultant to assist in the RFP process?
  - A. No, the Alliance is managing the RFP process.
18. Q. Is there an incumbent supplier providing similar services to UT System today?
  - A. MD Anderson Cancer Center is the only one of the three participating campuses that has an incumbent MSP/VMS provider. MD Anderson's incumbent supplier is Allegis.
19. Q. Is it UT System's intent to have the selected supplier transition all current staffing providers into the new program?
  - A. The Preferred Supplier is expected to work with the Institutional Participant to determine the best solution for the institutions' program.

## Supplier Questions & Answers - continued

20. Q. Are independent Contractors in scope of this RFP?  
A. The Institutional Participant will determine what disciplines to adopt under the program.
21. Q. Does UT System intend to have the program also manage SOW or Project spend?  
A. The Institutional Participant will determine what will be adopted under the program.
22. Q. Are any of the current personnel agencies represented as a HUB?  
A. Yes. The current MSP/VMS program utilizes 75% HUB staffing agencies. Institutions that do not have an MSP/VMS program also utilize HUB staffing agencies.
23. Q. Attachment A, Pricing, Should the admin fee be included in the service fee?  
A. No. The Administrative Fee should NOT be included in the Service Fee. The Proposer should quote the Service Fee based on the total spend under contract. The Preferred Supplier will collect a Service Fee from the staffing agencies for Services based on the total spend under the Preferred Supplier contract with the Alliance. The Preferred Supplier is required to pay the Alliance an Administrative Fee based on a percentage of the total spend under the Preferred Supplier contract.
24. Q. Will UT Systems accept and consider proposals where the MSP is also delivering the contingent workforce as a Master Staffing Vendor or Primary Staffing Vendor.  
A. The Alliance is open to the Proposer describing all of the services offered under the proposed solution.
25. Q. Are you looking to remain vendor neutral, or are you open to having your primary staffing supplier partner with their chosen VMS? Is there a particular model you are leaning towards?  
A. The Alliance is open to the Proposer describing all of the services offered under the proposed solution.
26. Q. Will MD Anderson be required to participate in program that is chosen through this RFP process?  
A. All Alliance contracts are optional. All early indications suggest that MD Anderson will participate in the eventual contract.
27. Q. We understand that MD Anderson already has a VMS tool. Will MD Anderson ever consider 2 VMS systems, for any reason?  
A. MD Anderson utilizes the VMS tool provided by their current MSP provider. The Alliance does not have a preference in technologies. The Alliance is open to the Proposer describing all of the services offered under the proposed solution.
28. Q. Will any of the top three users, including MD Anderson, have the option to opt out of the chosen MSP VMS solution?  
A. The subject matter experts of the three institutions participating in the event will be the ones to evaluate the responses. If they determine that the best value received during the RFP process does not warrant a contract, none will be awarded.
29. Q. In the Q&A in Addendum 1 - can you clarify question #5? This sounds as if they have option to opt out of selection as a whole.  
A. None of the contracts in place are mandatory however, the Alliance has been successful in obtaining best value responses from Proposers who have been implemented as Preferred Suppliers and have seen great success from their relationship with UT System.
30. Q. Your goal is one preferred supplier, correct?  
A. The goal is to award to one Preferred Supplier.
31. Q. What portion of the \$10 million spend is actually staffing?  
A. The three participating institutions provided their historical temporary staffing spend. The spend is monies paid out for temporary staffing.

## Supplier Questions & Answers - continued

32. Q. Regarding Page 8, section 2, Subcontracting Intentions, To determine whether or not we need to check “Yes” or “No”, we would like to understand who would hold the contract with suppliers, the MSP or UT System We are assuming this refers to sub-contracting to staffing suppliers, not sub-contracting portions of the MSP service itself.
- A. The only contract UT System will have is with the Managed Services Provider. The HUB office can assist in further detail regarding the completion of the HUB Sub-contracting Plan.
33. Q. Are we able to bring in partners to help fulfill all the requirements even if they were not part of the pre-bid conference?
- A. Yes. Proposer will be responsible for the MSP/VMS solution.
34. Q. Do you plan to integrate the selected VMS into all of your institutions’ ERP systems?
- A. If an Institutional Participant implements the program onto their campus, the assumption is that the VMS tool will be integrated with the institution’s ERP system.
35. Q. Knowing that your institutions do not utilize the same ERP system or the same instance, and this will materially impact the cost of integration, does UTS have budget allocated for VMS integration?
- A. The Proposer is to disclose any/all costs associated with their Proposal.
36. Q. In addition to administrative, light industrial and information technology, what other skill sets may be involved if the other institutions cited in the RFP decide to opt in and participate in the selected MSP/VMS?
- A. The skill sets/disciplines that will be incorporated will be determined by the Institutional Participant’s needs.
37. Q. Question 13.30: As we are a publicly-traded corporations, our financials are readily available in our annual report, which also lists the main officers of our company-may we include this in lieu of social security number?
- A. **It is mandatory to disclose the name and social security number for each person having at least 25% ownership interest in Proposer.** Stating that information is on a website or SEC is not acceptable. Any information requested in the proposal that is not provided as part of the proposal will not be considered. Therefore, if a question asks for information, financials, reports, etc. and it is not provided, the question will be considered unanswered.
38. Q. What is UTS’ ideal turnaround time for vendors to respond to an initial request?
- A. Proposer should respond to the survey questions with information regarding Proposer’s actual capabilities and service offerings. The Alliance will take Proposers’ responses into consideration.
39. Q. Are the specific onboarding/offboarding criteria that you require suppliers managed under the implemented program adhere to?
- A. Proposer should respond to the survey questions with information regarding Proposer’s actual capabilities and service offerings. The Alliance will take Proposers’ responses into consideration.
40. Q. What background check criteria do you require suppliers managed under the implemented program adhere to?
- A. Proposer should respond to the survey questions with information regarding Proposer’s actual capabilities and service offerings. The Alliance will take Proposers’ responses into consideration.
41. Q. What primary sourcing strategy does your current program generally employ: Master Vendor, competitive bid, hybrid, etc.?
- A. Proposer should respond to the survey questions with information regarding Proposer’s actual capabilities and service offerings. The Alliance will take Proposers’ responses into consideration.
42. Q. Can UT provide a breakdown of the volume of positions at each location?
- A. The volume of positions will vary by location.

## Supplier Questions & Answers - continued

43. Q. What is the average length of assignment?  
A. The average length of assignments will vary by location.
44. Q. Can UT provide an estimate of the approximate number of end users?  
A. The approximate number of end-users will vary by location.
45. Q. We have some questions regarding the Sample Preferred Supplier Agreement. How can I get some clarification on these issues?  
A. Any exceptions to the Sample Preferred Supplier Agreement should be noted as indicated in the RFP. Specifics will be discussed with the Preferred Supplier.
46. Q. Can you provide a historical breakdown of usage by skill set? I.e: % of usage for LI, IT, Admin.  
A. The breakdown varies by institution.
47. Q. I do not see an attachment #4. Is that missing?  
A. This RFP does not contain an attachment #4. There is an Appendix Four as part of this RFP. Appendix Four is the language in Section 10 – Appendix Four – Access by Individuals with Disabilities. It is not an attachment. The response choices are Consent or Consent with Exceptions.
48. Q. Can you provide a rough estimate of the average length of assignment?  
A. Assignment lengths will vary based on institutional needs.
49. Q. (Question 22.9) Attachment A contains the service fee charged to suppliers participating in the program. Does UT Systems also require the Proposer to quote a firm mark-up fee and/or bill rates for individuals recruited or payrolled by the MSP directly? If you seek bill rates for positions, can you provide job descriptions?  
A. The Alliance is not seeking bill rates or mark-up fees as part of this RFP due to the varying rates based on location, job description and staffing agency.
50. Q. Can you clarify the contract term?  
A. In Addendum 1, the contract term is changed to a three (3) year contract base with two (2) options to renew for an additional year.
51. Q. With the exception of goals for utilization of HUB suppliers, is UT Systems' preferred model to have the MSP/VMS fill a majority of the open positions, or is the MSP expected to primarily utilize preferred suppliers to fill open positions?  
A. UT System does not have a preferred model however, each Institutional Participant may have requirements to utilize a certain staffing agency or HUB supplier. The Preferred Supplier is expected to work with the Institutional Participants to create a viable solution.
52. Q. (Question 18.14) Does UT Systems have any integration with the current VMS tool in place today (with any of the listed software)?  
A. The VMS tool used today is part of the current MSP program and not a UT System integrated tool.
53. Q. (Question 18.46) Is the question asking about actual software integration with a staffing agency's software (i.e., applicant tracking system), or simply the ability to give suppliers access to view information in the Proposer's VMS system?  
A. As each Proposer may have a different solution, if the staffing agencies and UT System Institutional Participant have the ability to view information and utilize the tool, it would not be expected that the Proposer's software be provided to the staffing agencies.
54. Q. Is MD Anderson/University of Texas utilizing a VMS tool today? If so, which one?  
A. MD Anderson's MSP provider, Allegis, utilizes Peopleclick as the VMS tool.
55. Q. If MD Anderson/University of Texas utilizes a new VMS tool, do you envision funding integration/implementation costs?  
A. All associated costs should be disclosed as part of the Proposer's response.



**Supplier Questions & Answers - continued**

56. Q. If we do not respond to this RFP, will it preclude us from receiving future RFPs or potentially staffing your programs?
- A. The successful Proposer of this RFP will be contracted and marketed as the Preferred Supplier. The Preferred Supplier will work with the Institutional Participants for their staffing needs. The next Alliance RFP opportunity will be near the end of the term for the resulting contract. The contract term is for three (3) years with two (2) options to renew for an additional year.
57. Q. If we are a HUB certified firm bidding on this MSP/VMS opportunity, I assume we select option IB (self reporting) on the HUB plan documents? Also, if that is the case, do we need to engage other firms besides qualified MD Anderson/University of Texas?
- A. Questions regarding the completion of the HUB plan should be addressed to Stephanie Park in the UT System HUB office, per the Pre-Proposal Conference slides.
58. Q. Will you please send us a list of HUB vendors that are registered to supply staffing services? We need this to include in our HUB subcontracting plan and we are unable to access the list of HUB vendors from your site.
- A. HUB suppliers can be found on the State of Texas comptroller's site. <http://www.window.state.tx.us/procurement/prog/hub/>. The UT System HUB page also has useful links and the HUB office is available to answer your HUB questions. Please see the Pre-Proposal Conference slides for contact information or go online to [www.utsystem.edu/hub](http://www.utsystem.edu/hub).

**END OF ADDENDUM 2**



RFP Submittal Deadline: <b>August 23, 2010</b> at <b>3:00 PM (CST)</b>	<b>ADDENDUM 3</b> REQUEST FOR PROPOSAL UTS/A18 MSP VMS RFP
Addendum Issue Date: <b>August 13, 2010</b>	

DIRECT QUESTIONS TO: Rose Berberian, Sourcing Specialist, Telephone (713) 792-1635 or [rberberian@mdanderson.org](mailto:rberberian@mdanderson.org)

DIRECT HUB PLAN QUESTIONS TO: Cynthia Booker, HUB Coordinator, Telephone (512) 499-4485 or [cbooker@utsystem.edu](mailto:cbooker@utsystem.edu)

ACKNOWLEDGEMENT OF THIS ADDENDUM 3 IS REQUIRED. THIS RFP ADDENDUM IS A FURTHERANCE OF RFQ **UTS/A18** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

### ADDENDUM 3

#### Item One:

The RFP Submittal Deadline has been extended. The new deadline is Monday, August 23, 2010 at 3:00 PM CST.

#### Item Two:

The aggregated estimated value of this RFP has increased by \$2.3M for a total of \$12.3M annually. Please see the revised Section 1.3 below which includes a breakdown by category of spend that is being considered under the MSP VMS program. The Preferred Supplier will work with the Institutional Participants to develop the best solution for the individual campus.

The Alliance contracts are not mandatory however, the subject matter experts of the three participating institutions are the ones leading this RFP event and as such, will be the ones to evaluate the responses. If they determine that the best value received during the RFP process does not warrant a contract, none will be awarded. Proposers who have been awarded Alliance contract in the past have seen great success from their relationship with UT System.

#### **Revised Section 1.3 - Background and Special Circumstances**

The aggregated estimated value of this RFP is approximately **\$12.3 Million Dollars** annually.

The estimate is driven by the historical information provided by The University of Texas Medical Branch – Galveston (UTMB), The University of Texas Health Science Center – Houston (UTHSCH) and The University of Texas MD Anderson Cancer Center (UTMDACC).

The following describes the current practices, spend and % of spend by category for each campus:

UTMB – Currently utilizing traditional temporary staffing agencies for contingent workforce needs. Annual spend is approximately \$1,512,000.

The estimate is broken down by category:

61%	Admin/Clerical
39%	IT

UTHSCH – Currently utilizing traditional temporary staffing agencies for contingent workforce needs. Annual spend is approximately \$1,800,000.

72%	Locum Tenens (or Physician Staffing inclusive of all related fees)
28%	General (includes Admin/Clerical, Light Industrial, Business Professional, Services, and IT)

**Supplier Questions & Answers - continued**

UTMDACC – Currently utilizing a managed service provider (MSP) with an integrated vendor management system (VMS) for some contingent workforce needs and traditional staffing agencies for other contingent workforce needs not currently under MSP/VMS program. Annual spend under MSP/VMS program is approximately \$8,500,000.

The estimate is broken down by category:

44%	Admin/Clerical
30%	IT
15%	Light Industrial
7%	Business Professional
3%	Services
1%	Allied Health

The institutions participating in this RFP event may incorporate additional areas once the program is implemented. In addition to these institutions, it is the intent of the Alliance to market the selected Preferred Supplier(s) to all Alliance members. The Alliance is also affiliated with UT System academic campuses, Baylor College of Medicine, Texas Tech University and Texas Tech Health Sciences Center.

THIS VALUATION IS AN ESTIMATE ONLY. THE ESTIMATES OF PURCHASE AND USAGE OF SERVICES INCLUDED IN THIS RFP ARE ESTIMATES ONLY. SERVICES PURCHASED UNDER ANY AGREEMENT RESULTING FROM THIS RFP MAY BE MORE OR LESS THAN THE ESTIMATES PROVIDED IN THIS RFP. UT SYSTEM DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT UT SYSTEM WILL PROCURE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY OF SERVICES UNDER ANY AGREEMENT RESULTING FROM THIS RFP. UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES, AND GUARANTIES.

UT System is seeking to reduce the total cost of the Service while creating synergies between UT System and the Preferred Supplier(s).

**END OF ADDENDUM 3**