

REQUEST FOR PROPOSAL

by

**The University of Texas System,
acting through The University of Texas System Supply Chain Alliance,**

for

selection of a

PREFERRED SUPPLIER of FURNITURE-RELATED SERVICES

RFP No. UTS/A57

**Submittal Deadline: December 8, 2016
@ 3:00 PM, Houston Time**

Issued: November 1, 2016

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System is comprised of System Administration and 14 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 is one of the larger education systems in the United States. With an operating budget of \$17.9 billion, UT System has a current student enrollment exceeding 221,000. UT System employs about 100,000 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 Southwestern Medical Center (UTSW)
- The University of Texas Medical Branch at Galveston (UTMB)
- 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 MD Anderson Cancer Center (UTMDACC)
- The University of Texas Health Science Center at Tyler (UTHSCT)
- The University of Texas at Arlington (UTA)
- The University of Texas at Austin (UT Austin)
- The University of Texas at Dallas (UTD)
- The University of Texas at El Paso (UTEP)
- The University of Texas of the Permian Basin (UTPB)
- The University of Texas at San Antonio (UTSA)
- The University of Texas at Tyler (UTT)
- The University of Texas Rio Grande Valley (UTRGV)

UT System has established The UT System Supply Chain Alliance (the “**Alliance**”) to conduct and coordinate strategic purchasing initiatives across UT System. The Alliance essentially operates as UT System’s own, in-house group purchasing organization. The Alliance is also affiliated with various Texas institutions of higher education. Through collaborative relationships, the Alliance seeks to combine supply chain and contracting activities and obtain best value goods and services while reducing total acquisition costs. The Alliance has created a team of supply chain professionals (the “**Strategic Services Group**”) that has been tasked with executing Alliance purchasing initiatives. The Strategic Services Group assembles a team of subject matter experts (“**SMEs**”) from participating institutions to assist in developing each sourcing event and evaluating suppliers during the procurement process. SMEs are involved from the sourcing event’s inception and work with the Alliance and UT System to select the best value supplier(s). Any agreement resulting from this Request for Proposal, UTS/A57 (this “**RFP**”) will be extended and marketed to all UT System institutions. Various non-UT System institutions that are affiliated with the Alliance may participate, too, in any agreement resulting from this RFP.

By participating in this 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.

1.2 Objective of this Request for Proposal

UT System, acting through the Alliance, is soliciting proposals in response to this RFP from authorized furniture dealers or distributors for services related to acquisitions of furniture, as more specifically described in **Section 5.4 (“Scope of Work”)** of this RFP (collectively, the “**Services**”). The successful Proposer(s) to whom business may be awarded is referred to in this RFP as the “**Preferred Supplier.**”

The goal of this RFP is to establish a comprehensive program for services relating to acquisitions of furniture, including but not limited to: planning and design, storage and staging, delivery and installation, asset management, and support and maintenance. Proposers should provide solutions involving HUB suppliers, where possible. 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 and establish practical business processes and procedures that will foster a strong working relationship.

Proposer is invited to submit a proposal 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 services related to furniture acquisitions;
- Leverage the aggregate purchasing volumes of Institutional Participants that will use the services of UT System-accredited group purchasing organizations to acquire furniture to which the Services will relate;
- Achieve cost savings for Institutional Participants;
- Improve overall customer satisfaction; and
- Enhance relationships between Preferred Supplier and Institutional Participants.

UT System is seeking to streamline the way in which furniture-related services are performed today, while creating synergies between Institutional Participants and Preferred Supplier(s). UT System hope to conclude an agreement that will provide Institutional Participants with access to the Services at discounted prices and that will permit all parties to reduce procurement and transaction costs and improve business processes.

Preferred Supplier will be enrolled in the Alliance’s Supplier Relationship Management Program (“**SRM**”) to monitor Preferred Supplier’s performance and pricing. UT System expects Preferred Supplier to work closely with the Alliance and each Institutional Participant and produce benefits for all parties involved in the relationship.

Proposer should realize that what is written in their final proposal submitted to UT System may become part of the successful Proposer’s final contract.

UT System may ask Proposer(s) to provide a formal presentation, prior to contract award, with additional information to SMEs or the Strategic Services Group. This presentation will allow the

Alliance to clarify any technical, quality, or price-based questions that may arise from Proposer's response.

Proposer should provide solutions involving HUB suppliers, where possible (ref. **Section 2.5** of this RFP).

1.3 Background and Scope of Opportunity

It is anticipated that the term of the agreement resulting from this RFP will be five (5) years, consisting of an initial term of three years, with a two-year renewal option by UT System.

UT System expects that Institutional Participants will continue to acquire their furniture products (such as private office furnishings, open area workstations, task and conference seating, storage, conference room furnishings, ancillary furnishings, classroom furniture, student spaces furniture, dining spaces furniture, dorm furniture, exterior spaces furniture, public area furniture, stadium furniture and auditorium furniture) on a project-by-project basis, mostly under contracts with manufacturers that are separately procured by UT System-accredited group purchasing organizations ("**GPOs**"). Furniture projects generally fall into two categories:

- (a) Routine Projects – purchases of furniture products associated with projects that are not Institutional Participants' major capital projects, such as day-to-day furniture product replacements and minor construction, renovation, and/or refurbishment projects.
- (b) Major Capital Projects – purchases of furniture products associated with projects that exceed one hundred million dollars in spend.

The vast majority, if not all, of the above-described furniture products will be sold by manufacturers to Institutional Participants through the manufacturers' authorized dealers or distributors. ***These furniture acquisitions are NOT the subject of this RFP, since it is anticipated that the acquisitions will be made under separate, GPO-procured contracts.***

Based on data provided by all UT Institutions, the collective expenditures by UT System institutions for furniture and related services is estimated at \$23.5 million annually, or \$94 million over the anticipated five-year life of the contract(s) resulting from this RFP. Of this total spend of \$23.5 million annually, it is estimated that \$3 million is spent at present for services relating to the furniture acquisitions, including the specific services itemized in **Section 1.2** of this RFP. ***It is these Services that are the subject of this RFP*** (although Proposer also might be asked to provide some relatively minor ancillary products – e.g., whiteboards, keyboard trays, lighting – in addition to just services). Since the GPO-procured contracts typically contain "product only" pricing, UT System intends to aggregate the demand of UT System institutions for the Services and secure improved purchase terms.

UT System anticipates making a multiple award under this RFP, given that some furniture manufacturers' authorized dealers or distributors may have geographical limitations on their ability to provide the Services.

Since the Alliance intends to promote the use of the selected Preferred Supplier of the Services to affiliated institutions, which include other institutions of higher education within the State of Texas, annual volumes could be higher than the above estimate.

THE ABOVE FIGURES ARE ESTIMATES ONLY. VOLUMES PURCHASED ON THE BASIS OF ANY AGREEMENT RESULTING FROM THIS RFP MAY INVOLVE MORE OR LESS THAN THE ESTIMATES PROVIDED. UT SYSTEM DOES NOT REPRESENT, WARRANT OR GUARANTY THAT PARTICIPANTS WILL PURCHASE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY, AND UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES.

SECTION 2 **NOTICE TO PROPOSER**

2.1 Submittal Deadline

UT System will accept proposals submitted in response to this RFP until **3:00 PM**, Houston Time, on **December 8, 2016** (the “**Submittal Deadline**”).

2.2 UT System Contact Person

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

Nancy Martinez
Sourcing Specialist
UT System Supply Chain Alliance
njmartinez@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 **5:00 PM**, Houston Time, on **November 15, 2016**. UT System will use 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 the 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) products and services to be provided and (2) total overall cost to participating institutions. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available.

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 cost of the goods and services;
- 2.3.2.2 reputation of Proposer and of Proposer's goods or services;
- 2.3.2.3 quality of Proposer's goods or services;
- 2.3.2.4 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 of acquiring Proposer's goods or services ; and
- 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	November 1, 2016
Deadline for Indicating Interest in Attending Pre-Proposal Conference (ref. Section 2.6 of this RFP)	November 4, 2016, 3:00 PM, Houston Time
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	November 8, 2016, 10:30 AM, Houston Time
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	November 15, 2016, 5:00 PM, Houston Time
Submittal Deadline (ref. Section 2.1 of this RFP)	December 8, 2016, 3:00 PM, Houston Time
Selection of Finalists	January 2017
Finalists Interviews and Negotiations	February 2017
Anticipated Contract Award(s)	March 2017

IMPORTANT NOTICE: The Key Events Schedule represents many sourcing and contracting activities occurring within a short period of time. Proposer is 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 Houston, Texas. Proposer is requested to reference **Section 4.1** of this RFP and provide any exceptions as part of Proposer's RFP response.

Proposer 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 any time.

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 its performance hereunder, 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 hereunder will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting hereunder 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 herein for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including **APPENDIX TWO**. Proposals that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Texas 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 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 as it submits its proposal to UT System (ref. **Section 3.1** of this RFP). The signed copy of the HSP (the “**HSP Packet**”) must be submitted electronically utilizing the SciQuest e-sourcing tool 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 remain 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.

- 2.5.5 UT System may offer Proposer the opportunity to seek an informal review of its draft HSP by the UT System Office of HUB Development. If so, details regarding this opportunity will be provided in the Pre-Proposal Conference (ref. **Section 2.6** of this RFP) or by other means. This process of informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Any concurrence in or comments on the draft HSP by the UT System Office of HUB Development will NOT constitute formal approval of the HSP, and will NOT eliminate the need for Proposer to submit its final HSP to UT System, concurrently with its proposal, in accordance with the detailed instructions in this **Section 2.5**.

2.6 Pre-Proposal Conference

UT System will hold a pre-proposal conference at **10:30 AM**, Houston Time, on **November 8, 2016**. Proposers may attend the conference in one of the following two formats:

in person attendance located in the One Mid-Campus Building at 7007 Bertner Ave.
1MC3.2434, TX 77030 (located in the Texas Medical Center); or

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 Services Group, and UT System HUB representatives relevant questions and clarify provisions of this RFP. Proposer should notify the UT System Contact **by no later than 3:00 PM, Houston Time, on November 4, 2016**, whether it will attend the Pre-Proposal Conference, by emailing the UT System Contact at NJMartinez@mdanderson.org. Proposer must clearly state in which format it will attend. If the Proposer elects to attend the Pre-Proposal Conference in the webinar format, UT System will provide complete details and instructions (including personal computer requirements). If Proposer elects 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 the SciQuest e-sourcing tool. To register for participation in this RFP, please email or call the UT System Contact for further instructions. 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 General Terms and Conditions (ref. **Section 4** of this RFP), 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 General Terms and Conditions (ref. **Section 4** of this RFP);

3.3.1.3. Proposal Requirements (ref. **APPENDIX ONE**); and

3.3.1.4 Notice to Proposer (ref. **Section 2** of this RFP).

3.4 Submittal Checklist

Proposer is instructed to complete, sign, and upload into the SciQuest 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, 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 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 5.5** of this RFP).
- 3.4.6 Proposer's Price Schedule (ref. **Section 5.6** of 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; and (2) several Institutional Participation Agreements (each an "**IPA**") signed by participating Alliance members and affiliates (collectively, the "**Agreement**").

The terms and conditions contained in the attached Sample Preferred Supplier Agreement (ref. **APPENDIX THREE**) or, in the sole discretion of UT System, terms and conditions substantially similar to those contained in **APPENDIX THREE**, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Preferred Supplier Agreement, Proposer must submit a list of the exceptions as part of its proposal in accordance with **Section 5.3** 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, UT System may consider Proposer's exceptions when UT System evaluates the Proposer's proposal.

SECTION 5

SPECIFICATIONS, ADDITIONAL QUESTIONS AND SCOPE OF WORK

5.1 General

The requirements and specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The winning Proposer should understand that the Services will be required to be provided directly to Institutional Participants, and not to UT System or the Alliance.

5.2 Minimum Requirements

5.2.1 Proposer must be an authorized dealer or distributor for one or more of the thirteen, select, primary manufacturers presently providing furniture to UT System institutions (ref. **Section 5.4.1** of this RFP).

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 If Proposer takes exception to any terms or conditions set forth in **Section 4** of this RFP, Proposer must submit a list of the exceptions.

5.3.3 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 participating institutions.

5.3.4 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Section 2252.908, Government Code ("**Disclosure of Interested Parties Statute**"), and 1 Texas Administration Code Sections 46.1 through 46.5 ("**Disclosure of Interested Parties Regulations**"), as implemented by the Texas Ethics Commission ("**TEC**"), including, among other things, providing the TEC and UT System with the information required on the form promulgated by the TEC and set forth in **APPENDIX FIVE**. Proposers may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

5.4 Scope of Work

5.4.1 General Description. Proposer should understand that this RFP provides a general description of the work to be performed and is not intended to be all inclusive. Proposer must be familiar with the requirements and general conditions that are essential to provide the Services consistent with industry best practices and in accordance with all licensing, regulations, and professional standards. The following outlines key elements of the Services.

As described in **Section 1.3** of this RFP, UT System institutions meet their needs for furniture on a project-by-project basis primarily by purchasing the furniture under contracts with manufacturers that are procured by one or more UT System-accredited GPOs. The goal of this RFP is to procure services relating to these furniture acquisitions, including, but not limited to, planning and design, storage and staging, delivery and installation, asset management, and support and maintenance. The requirements set out in this the RFP will apply both to routine projects and major capital projects.

As indicated in **Section 5.2.1** of this RFP, Proposer must be an authorized dealer or distributor for one or more of the following thirteen, select, primary manufacturers presently providing furniture to UT System institutions:

- American Seating
- Haworth
- Herman Miller
- HON
- Irwin Seating
- KI
- Kimball
- Knoll
- National
- Navetta
- SitOnIt
- Steelcase
- Wenger Corporation

UT System acknowledges that each Proposer has an existing business model and may choose to supply services to Institutional Participants in a variety of ways that best suit the Proposer's organization and market approach.

5.4.2 Campus Requirements.

5.4.2.1 Each Institutional Participant will have its own unique set of rules and regulations for conducting business on its campuses. Preferred Supplier will be responsible for compliance with each Institutional Participant's rules and regulations, including any and all requirements for background checks, badging/credentialing, and security.

5.4.2.2 Preferred Supplier will establish with each Institutional Participant campus-specific delivery methods, delivery schedules, and delivery locations.

- 5.4.2.3 Preferred Supplier will 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 System's and Institutional Participants' 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.
- 5.4.3 Preferred Supplier-Alliance Account Support Team. Preferred Supplier will provide a Senior Management Account Representative with the authority and responsibility for the overall success of the Agreement within Preferred Supplier's organization. The Preferred Supplier also will designate an individual assigned to the Alliance account responsible for: (i) receiving and providing ongoing communications by and between Preferred Supplier and UT System; (ii) monitoring the overall implementation of the Agreement at each Institutional Participant and providing updates to the UT System Contract Administrator (who will be designated by UT System as responsible for day-to-day management of the Preferred Supplier – UT System relationship and who will serve as Preferred Supplier's primary contact for and on behalf of Institutional Participants on all matters relating to the Agreement); (iii) identifying and fostering process improvements; (iv) serving as the liaison to engage resources with Preferred Supplier's organization to troubleshoot and resolve problems; (v) organizing Quarterly Business Reviews ("QBRs"); monitoring Key Performance Indicators ("KPIs") and (vi) providing early warning notices of service performance and other concerns to Preferred Supplier's management team and the UT System Contract Administrator.
- 5.4.4 Preferred Supplier-Institutional Participant Account Support Team

Each Institutional Participant will have different support needs. The following outlines the minimum account management, sales and technical support to be provided to each Institutional Participant by Preferred Supplier. Within sixty (60) days after execution of the Agreement, Preferred Supplier will develop with each Institutional Participant a mutually agreed-upon, customized work plan, to include without limitation: local performance measures; program goals; implementation plan; sales marketing plan; ordering method(s); invoicing method(s); and premises rules.

Sales Manager: Preferred Supplier will assign Sales Manager(s) who will provide the following minimum services:

- Be responsible for and facilitate the relationship between Institutional Participant's purchasing team and Preferred Supplier's local and corporate team.
- Achieve understanding of Institutional Participant's business processes, rules, and requirements and operate within such processes, rules and requirements.
- Support and manage direct reports and maintain the site-specific work plan.
- Provide and manage personnel staffing to support initiatives.
- Work to develop and train representatives.
- Identify opportunities in coordination with Institutional Participant and provide strategic direction.
- Provide support for issue resolution, product selling, conversion, and savings opportunities.

- Provide project management and oversee Preferred Supplier resource utilization.
- Identify and communicate each institutional Participant's requirements within Preferred Supplier's organization.
- Work with Institutional Participant on analysis and goal measurement for both Institutional Participant and Preferred Supplier.
- Provide expertise and product knowledge.
- Help to identify and present opportunities and facilitate problem resolution with customers as required.

Inside Sales Support: Preferred Supplier will provide an inside customer service representative or team, available via a toll-free number and/or email, who is intimately familiar with the account requirements, to provide the following minimum services:

- Provide reports or analytic tools to assist Institutional Participants to recognize/prioritize savings opportunities, understand supply chain performance and better manage its operations.
- Conduct product research and provide services and knowledge
- Process orders
- Assist with pricing validation and error correction
- Handle all billing and credit issues, including returns
- Track shipments and product staging when required
- Support the sales representative on campus when required
- Furnish information regarding more cost-effective alternatives for Institutional Participants.
- Provide training and support for use of on-line ordering systems.
- Provide access to account information on-line, including but not limited to, usage history, usage by delivery address, order status, order entry, product specifications and various other analysis tools.

5.4.5 Furniture-Related Services

The following outlines the key Service components to be furnished by Preferred Supplier. Preferred Supplier should define its in-house capability and capacity to perform each Service element and describe its supporting technologies, tools, methods (design, order placement, order tracking, etc.) and technical expertise.

5.4.5.1 Planning and Design

Preferred Supplier's project manager/design team will coordinate with the Institutional Participant from project inception through final design/layout and selection of all furniture/finishes/fabrics and submittal of final quotations. Preferred Supplier will provide Planning and Design services to include, but not limited to, the following activities:

- (a) Review space plan and conduct program review
- (b) Develop schematic furniture finish selections with interior color palette
- (c) Prepare cost assessments and project cost budgets for all goods and services requested
- (d) Develop furniture layout

- (e) Prepare final layout, furniture/finishes/fabric selections, and budget
- (f) Provide final quotation and detailed product listing
- (g) Furnish reconfiguration and relocation management
- (h) Offer interim, short-term or loaner furniture program
- (i) Assist Institutional Participants with developing furniture standards
- (j) Provide 3D renderings

5.4.5.2 Storage and Staging

Preferred Supplier will provide storage and staging facilities as required by an Institutional Participant to meet project requirements. Storage and staging services may include but not be limited to:

- (a) Short- and long-term storage
- (b) Secure and climate-controlled storage facility
- (c) Rental furniture

5.4.5.3 Delivery and Installation

Preferred Supplier will provide delivery and installation services at Institutional Participant's designated location(s), including but not limited to the following activities:

- (a) Complete assembly and installation
- (b) Review installation and confirm all items delivered and properly installed
- (c) Create furniture punch list for any items to be repaired or replaced
- (d) Coordinate removal/repair/replacement of punch list items
- (e) Review all invoices for compliance with scope of services delivered
- (f) Arrange placement of all furniture products as required
- (g) Conduct onsite cleanup of installation related debris
- (h) Arrange for offsite disposal of all packaging materials
- (i) Make adjustments to furniture and delivery and installation of missing parts and pieces
- (j) Provide detailed and complete onsite cleaning to remove all stains, labels, dust and marks on new furniture or surplus furniture
- (k) Provide the Institutional Participant with continued support after the furniture is installed, in order to resolve furniture-related issues
- (l) Pay all shipping and handling charges and bear responsibility and liability for all loss or damage, until final inspection and acceptance.
- (m) Deliver furniture to each Institutional Participant in a timely and orderly fashion during an Institutional Participant's normal business hours
- (n) Coordinate delivery dates and times with the requesting Institutional Participant and provide written notification of pending delivery and installation at least seventy-two (72) hours in advance
- (o) For major capital projects, bear responsibility for the delivery of all products in first-class condition at the point of delivery, and in accordance with good commercial practice. For major capital projects it is preferred that all products will be extended "free shipping" with no handling, inside delivery charges or installation charges. Any additional transportation fees will be waived, such as:

hazardous materials fees, fuel surcharges, etc. All other deliveries will be considered back-ordered if delivery exceeds five working days from order date.

- (p) Track all shipments and upon request provide a shipment status report to Institutional Participant
- (q) For major capital projects, it is preferred that Preferred Supplier will not charge an Institutional Participant for installation cost.

5.4.5.4 Asset Management

Preferred Supplier will provide asset management services, including without limitation the following activities:

- (a) Develop and manage a program to catalog and track all furniture assets
- (b) Identify and track assets currently not in use
- (c) Provide an asset tracking software system for inventory and control of all of an Institutional Participant's owned assets, including installation and training
- (d) Integrate asset management system with Institutional Participant's internal system

5.4.5.5 Reconfiguration of Furniture

Preferred Supplier will provide reconfiguration services to include, without limitation, the following activities:

- (a) Tear-down, change, install and move any furniture set-up to meet new space requirements
- (b) Provide space planning and design services to evaluate, redesign and create drawings for the reconfiguration
- (c) With respect to surplus property management installation and reconfiguration:
 - (i) Institutional Participant's owned product (furniture) kept at Preferred Supplier's warehouse for re-use on furniture orders will be inventoried, stored and managed by Preferred Supplier. Inventory is to be utilized on all orders placed by the Institutional Participant prior to placing orders with manufacturers for new product.
 - (ii) All products returned to Preferred Supplier's warehouse for reuse shall will be inventoried and tagged. Returned product may be new product not used at installation time or existing product from a re-configuration or move.
 - (iii) Inventory description reporting will include at a minimum the following:
 - Description code

- Product number
- Manufacturer
- Product description
- Finish information
- Initials of who reserved
- Start date of reservation
- Expected date of installation
- Purchase order number (If assigned)
- Monthly return reports with itemized listing of product for return.
- Quarterly review of items in storage for extended periods of time and final determination

- (iv) Inventory will be sorted by items on reserve and items in surplus for re-use. Items placed in reserve will be those placed on hold for a project or an individual order.
- (v) Re-usable product may consist of: used product in good condition (light wear and tear, minimal nicks and indentions, still functional and usable), and fabric color/pattern that is currently discontinued, but will work in back-of-house areas.

5.4.5.6 Repair and Maintenance

Preferred Supplier will be responsible for the coordination and logistical support (e.g. pick up/delivery, work scheduling) for the execution of the required and on-going repair and maintenance work. Preferred Supplier will provide repair and maintenance services to include, but not limited to, the following activities:

- (a) If Preferred Supplier fails to deliver, or erroneously delivers products, Preferred Supplier will take immediate corrective action to make the correct delivery at no cost to Institutional Participant.
- (b) Should any action cause visible damage to the products during transport, once notified by either the carrier or Institutional Participant, Preferred Supplier will immediately contact Institutional Participant and make arrangements to inspect the damaged product and/or authorize a return of the product and ship a replacement.
- (c) Preferred Supplier will provide installation/repair training to Institutional Participants, dealing with methods and techniques of installation and repair.
- (d) Preferred Supplier will repair or replace any product, part or component which fails under normal use with a comparable product, free of charge, inclusive of labor, handling and freight cost.
- (e) Preferred Supplier will track all returned shipments and upon request will provide a shipment status report to Institutional Participant.

5.4.5.7 Ordering

- (a) Each Institutional Participant will be responsible for its own process for ordering authorization and ordering method (e.g., manual purchase orders, telephone, facsimile, EDI, or via an internet-based ordering system).
- (b) Any purchase order or purchasing card transaction (“**PCT**”) issued by an Institutional Participant under the Agreement will be governed by additional commercial terms and conditions in Institutional Participant's purchase order or PCT. Preferred Supplier will not substitute a SKU without obtaining permission from the individual at the Institutional Participant that placed the order. Each purchase order or PCT will include the ordering Institutional Participant's specific “ship to” and “invoicing and bill to” information.

5.4.5.8 Invoicing and Payment.

- (a) Preferred Supplier will invoice Institutional Participants, not UT System or the Alliance. Due to the numerous E-procurement platforms used by Institutional Participants, invoicing requirements will be established by agreement between Preferred Supplier and each Institutional Participant. Each invoice relating to the Agreement will reference the appropriate Institutional Participant purchase order number and include a detailed description of the products to which it relates.
- (b) Each Institutional Participant is solely responsible for the payment of any purchase orders or PCT it issues, and no other Institutional Participant will have any liability whatsoever relating to a purchase order or PCT issued by another Institutional Participant.
- (c) Institutional Participant will remit payments of invoices issued under the Agreement on a Net 30 Days basis, subject to requirements of the Texas Prompt Payment Act.
- (d) Preferred Supplier will resolve all order and invoice discrepancies (e.g. shortage, overage, damage, etc.) within five (5) business days after written notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, Preferred Supplier will take all of the steps the Institutional Participant's purchasing department deems necessary.

5.4.5.9 Product Condition of Sale

- (a) At a minimum, the manufacturer's standard warranty will apply to all furniture products supplied by Preferred Supplier. Preferred Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty to benefit an Institutional Participant. Warranties will not be subject to change (except for

improvements) during the term of the Agreement, without the prior written approval of the UT System Contract Administrator. Preferred Supplier certifies and warrants that all products sold to Institutional Participant will be:

- (i) New and genuine and in conformity to published specifications
- (ii) Free from defects in design, materials or workmanship
- (iii) Provided in the manufacturer's original packaging (unless otherwise requested)
- (iv) Sold or manufactured via legal and reputable channels
- (v) Not misbranded

5.4.6 Pricing

Preferred Supplier's overall price structure and discount levels will remain firm and unchanged for the term of the Agreement, unless otherwise agreed upon in writing by the UT System Contract Administrator and Preferred Supplier; *provided, however*, Preferred Supplier may provide additional volume discounts and promotional discounts above those stated in the Agreement, and Preferred Supplier is encouraged to do so. Preferred Supplier will document all additional volume discounts and promotional discounts in written email correspondence to the UT System Contract Administrator.

5.4.6.1 Preferred Supplier will provide, at a minimum, a proposal that addresses each of the following:

- (a) Provide a structure and framework that will allow Institutional Participants to reduce their expenditures for the Services over the term of the Agreement.
- (b) Allow for pricing that can be benchmarked and compared to that offered under contracts procured via GPOs.

5.4.6.2 Preferred Supplier's price proposal should identify the discount structure for all Services offered, identify applicable tiered structure for additional discounting, and identify any exclusions or exceptions.

5.4.6.3 Preferred Supplier should provide fixed pricing for the Services in **Attachment A** (Price Schedule).

5.4.6.4 Preferred Supplier should submit the contracting method that provides the best pricing structure in **Attachment B** for the selected primary manufacturer. In addition to the selected primary manufacturer, Preferred Supplier can propose additional manufacturers and its product lines. The best pricing structure will be inclusive of all standard warranties and end-user support, as published on Preferred Supplier's website or in product catalogs or price lists distributed by Preferred Supplier to the general public.

5.4.7 Inspection of Facilities

UT System reserves the right to inspect Preferred Supplier's facilities to verify that Preferred Supplier has the resources necessary and appropriate, as determined by commercially reasonable standards in the industry, to meet all of Preferred Supplier's duties and obligations as set forth in the Agreement.

5.4.8 Management Reports

Preferred Supplier will submit to the UT System Contract Administrator the reports listed below, within thirty (30) days after the close of each calendar quarter. The reports will be provided in electronic format or computer-generated spreadsheets, in accordance with a template to be provided by UT System. At a minimum, reports will provide sales to each Institutional Participant, with sales broken out by customer discount code, manufacturer name, manufacturer product number, supplier product number, description, total units/quantity sold, and total sales dollars.

Sales History Report: Preferred Supplier will submit to the UT System Contract Administrator a "**Sales History Report**" on the last day of the month following the end of each calendar quarter. The report will be provided in Microsoft Excel format, in accordance with the Sales History Report Format, Field Definitions, and a template to be provided by UT System. The report will provide sales and returns/credits to each Institutional Participant, using the required fields as defined in the Sales History Report Format and Field Definitions. Sales or returns/credits fulfilled by Preferred Supplier and approved HUB Subcontractors under the Agreement must be included in the report. If no sales or returns are made during the calendar quarter, Preferred Supplier will submit confirmation of no sales or returns to the UT System Contract Administrator at the mailbox utsscainfo@mdanderson.org. The Sales History Report and reports of no sales or returns will be reviewed with the UT System Contract Administrator. Upon review, the UT System Contract Administrator may request Preferred Supplier to make formatting and content changes to the Sales History Report for past and/or future Sales History Reports. Timeliness of the Sales History Report on or before the Due Date will be evaluated as a Key Performance Indicator within the Supplier Relationship Management (SRM) Program described in in **APPENDIX THREE-400**.

Preferred Supplier will submit the Sales History Report for all sales or returns/credits made by Preferred Supplier during the term of this Agreement to each Alliance member and affiliate, even if they have not signed an Institutional Participation Agreement. Sales or returns/credits made to Institutional Participants under other agreements, such as a local agreement between the Preferred Supplier and the Institutional Participant, are not required to be reported in the Sales History Report. All sales or returns/credits made under the Agreement to an Institutional Participant not listed in the Institution Name Table described below must be reported to the UT System Contract Administrator for review.

The following tables indicate when Sales History Report will be due.

Sales History Report Quarterly Sales Period and Report Due Dates		
Calendar Quarter	Time Frame	Due Date
Q1	January-March	April 30

Q2	April-June	July 31
Q3	July-September	October 31
Q4	October-December	January 31

Institution Name Table

The names of current Alliance member and affiliated institutions are listed in the table below and are the only acceptable names that may be submitted to the Alliance in the Sales History Report. The UT System Contract Administrator will inform Preferred Supplier when an institution needs to be added to the Sales History Report. All other abbreviations and alternative names are unacceptable. The column titled “Examples of Other Institution Names” is only for reference purposes. Preferred Supplier should address to the UT System Contract Administrator any questions about institution names.

ID Number	Institution Name	Examples of Other Institution Names
714	UT Arlington	
721	UT Austin	UT Applied Research Labs (ARL) UT Austin Athletics
738	UT Dallas	
724	UT El Paso	
742	UT Permian Basin	
	UT Rio Grande Valley	UT Brownsville UT Pan American
743	UT San Antonio	
750	UT Tyler	
729	UT Southwestern Medical Center	
723	UT Medical Branch Galveston	
744	UT Health Science Center Houston	UT Physicians
745	UT Health Science Center San Antonio	
506	UT MD Anderson Cancer Center	University of Texas MD Anderson Cancer Center Science Park The Virginia Harris Cockrell Cancer Research Center MD Anderson Smithville
750	UT Health Science Center Tyler	UT Health Northeast
720	UT System	<i>Only used for sales or returns by the System Administration Office</i> UTIMCO UT System Personal Use UT Systems Info Resources
A103	Angelo State University	
823	Baylor College of Medicine	BCM
A100	Baylor University	Baylor
A102	Children's Health Dallas	Children's Medical Center Dallas
S2271	Manor Independent School District	Manor ISD
A101	Rice University	
755	Stephen F. Austin State University	
555	Texas A&M University - AgriLife Extension Service	

556	Texas A&M University - AgriLife Research	
770	Texas A&M University - Central Texas	
711	Texas A&M University - College Station	
751	Texas A&M University - Commerce	
760	Texas A&M University - Corpus Christi	
718	Texas A&M University - Galveston	
709	Texas A&M University - Health Science Center	
761	Texas A&M University - International	
732	Texas A&M University - Kingsville	
715	Texas A&M University - Prairie View	Prairie View A&M University
749	Texas A&M University - San Antonio	
713	Texas A&M University - Tarleton	Tarleton State University
764	Texas A&M University - Texarkana	
557	Texas A&M University - Veterinary Med Diagnostic Lab	
757	Texas A&M University - West Texas	West Texas A&M University
710	Texas A&M University System	<i>Only used for sales or returns by the System Administration Office.</i>
739	Texas Tech Health Science Center	
768	Texas Tech System	<i>May be used if sales or returns cannot be distinguished per System institution.</i>
733	Texas Tech University	
A105	Texas State Technical College	TSTC Harlingen
985	Tyler Junior College	
752	University of North Texas	
763	University of North Texas Health Science Center	
773	University of North Texas (Dallas)	
769	University of North Texas System	<i>May be used if sales or returns cannot be distinguished per System institution.</i>
A104	University of Tennessee System	<i>May be used if sales or returns cannot be distinguished per System institution</i>
A104-1	University of Tennessee Chattanooga	
A104-2	University of Tennessee Health Science Center	
A104-3	University of Tennessee Martin	

- Off-Contract Pricing Report: Preferred Supplier will report separately its quarterly sales made to each Institutional Participant for products or services sold at prices below the prices in the Agreement.
- HUB Report: Preferred Supplier will provide periodic reports as required by the HUB subcontracting plan, as applicable.

5.5 Proposer's Survey

Proposer must complete the Proposer's Survey.

The Proposer's Survey contains a list of additional questions the Proposer will answer when responding to this RFP. If Proposer needs to submit additional supporting information, refer to the supporting information in 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 SciQuest e-Sourcing tool and must follow the following naming convention: (<Proposer Name> - <Question Number> - Response - <File Name>).

Finally, Proposer is encouraged to specify any special certifications, awards, or other industry recognizable achievements that might set it apart from its competitors.

SECTION 6 PRICE SCHEDULE AND AFFIRMATION

6.1 Price Schedule

Proposer must submit, as part of its proposal, detailed prices for the Services described in **Section 5.4** (Scope of Work) of this RFP. The prices must include all charges associated with providing the full scope of work.

6.2 Pricing Affirmation

THE FOLLOWING FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. FAILURE TO DO SO WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Preferred Supplier of Furniture-Related Services

RFP No.: UTS/A57

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the subject Services upon the pricing terms quoted below.

The prices quoted in in response to this RFP (see **Section 5.6**) will be Proposer's guaranteed pricing.

Subject to the requirements of the Texas Prompt Payment Act (Chapter 2251, *Texas Government Code*), UT System's standard payment terms are "Net 30 days." Proposer will provide the following prompt payment discount:

Prompt Payment Discount: _____% _____ days/net 30 days.

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE

PROPOSAL REQUIREMENTS

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 SciQuest. 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 in a form that (i) includes terms and conditions substantially similar to those set forth in **Section 4** of this RFP, and (ii) is otherwise acceptable to UT System in all respects.

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 **Section 4** of this RFP, 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 related goods and services, and UT System has made no representation, written or oral, that any particular goods or 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 Affirmation

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

UT System will not recognize or accept any charges or fees that are not specifically stated in the Pricing Affirmation.

1.9.4 Submission

Proposer should submit all proposal materials via the SciQuest 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 subject goods and services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform under the Agreement.
 - 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 Section 4 of this RFP, 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 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/A-_____

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)

APPENDIX TWO

UT SYSTEM POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES

[Note: the Alliance should include the most recent edition, obtained from the UT System HUB Office, of the System's Policy on Utilization of Historically Underutilized Businesses.]

THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION

OCTOBER 1, 2016

APPENDIX II

POLICY ON UTILIZATION

HISTORICALLY UNDERUTILIZED BUSINESSES

VENDOR/COMMODITIES



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

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**The University of Texas System
Office of HUB Programs**

POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.13 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 20.10-20.28, 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 business in State contracting in accordance with the following goals as specified in the State of Texas Disparity Study:

- 11.2% for heavy construction other than building contracts;
- 21.1% for all building construction, including general contractors and operative builder's contracts;
- 32.9% for all special trade construction contracts;
- 23.7% for professional services contracts;
- 26% for all other services contracts, and
- 21.1% for commodities contracts.

The University of Texas System shall make a good faith effort to meet or exceed the above stated goals to assist HUBs in receiving a portion of the total contract value of all contracts that UT 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.

NOTE: The goals above are the State of Texas HUB goals. For purposes of this procurement, The University of Texas System goals listed in the Special Instructions on page 11 will apply.

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

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, UT System has adopted “**EXHIBIT H, 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, “UT System” or the “University” will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not 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 (HSP) will result in rejection of the Response.**
2. If subcontracting opportunities are probable UT 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) (3)(A)(B)(C)(D)(E)(F) (4)(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 **Section 3 –Self Performance [34 TAC §20.14 (d) (5) (A) (B) (C) (D)]**.
3. If subcontracting opportunities are not probable UT System will declare such probability in its invitations or 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 the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **Section 3 – Self Performance Justification**.
 - 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. **Competitive Sealed Proposals (CSP):** Respondents shall submit a HUB Subcontracting Plan (packaged separately) twenty-four (24) hours following the Response submission date and time or as prescribed by the project manager. Submit one (1) original and one (1) PDF copy on CD, DVD, or flash drive of the HUB Subcontracting Plan (HSP).
6. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, UT 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 UT 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 HSP shall be approved by the HUB Coordinator.

7. **Design Build (DB) and Construction Manager @ Risk (CM@R) responses:** Respondents to a “design build” or “construction manager-at-risk” purchase solicitation shall include the Letter of HUB Commitment in their Response attesting that the Respondent has read and understands the Policy on Historically Underutilized Businesses (HUBs), and a HUB Subcontracting Plan for all preconstruction and construction services including a HUB Subcontracting Plan as prescribed by the Texas Comptroller specific to construction services identifying first, second and third tier subcontractors. Respondents proposing to perform Part 1 preconstruction services with their own resources and employees shall submit, as part of their HSP, the Self Performance Justification. Submit one (1) original and one (1) PDF copy on CD, DVD, or flash drive of the HUB Subcontracting Plan (HSP).
8. **DB and CM@R HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all preconstruction and construction Phase Services, and, must further comply with the requirements of this Policy by developing and submitting a HUB Subcontracting Plan for each bid package issued in buying out the guaranteed maximum or lump sum price of the project. The HSP shall identify first, second and third tier subcontractors.
9. The University of Texas System shall reject any Response that does not include a fully completed HSP as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
10. **Changes to the HUB Subcontracting Plan:** Once a Respondent’s HSP is accepted by UT System and becomes a provision of the contract between Respondent and UT System, the Respondent can only change that HSP if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to UT System for review; (c) UT System (including UT System’s HUB Coordinator) approves Respondent’s proposed changes to its HSP; and (d) UT System and the Respondent amend their contract (in writing signed by authorized officials of both parties) in order to replace the contract’s existing HSP with a revised HSP containing the changes approved by UT System.
11. **Expansion of Work:** If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, UT 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”), UT System will determine if the additional work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If UT System determines that probable subcontracting opportunities exist for the additional work, then the Respondent must submit to UT System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HSP must be approved by UT System and the Respondent (including UT System’s HUB Coordinator) before (a) the contract may be amended by UT System and the Respondent to include the additional work and the amended HSP and (b) the Respondent performs the additional work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by UT System for any additional work (i) without complying with 34 TAC Section 20.14 or (ii) before UT System and that Respondent amend their contract to include a revised HSP that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with UT System. As a result of such breach, UT 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. The University may report a Respondent’s nonperformance under a contract between that Respondent and UT System to the Texas Comptroller in accordance with 34 TAC Sections 20.10 through 20.18.

12. 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 UT 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 10 above.
13. The University of Texas System shall require a professional services firm, contractor or vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using a **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.
14. If the University of Texas System determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, UT System, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC Section 20.14, (g) (1) related remedies of nonperformance to professional services firms, contractor and vendor implementation of the HSP.
15. 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.
16. These requirements, including the attachments referred to above, may be downloaded over the internet from: <http://utsystem.edu/offices/historically-underutilized-business/hub-forms>. For additional information contact: The University of Texas System
Office of HUB Programs
201 West Sixth Street, Room B.140E
Austin, TX 78701
(512) 499-4530

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

	Letter of Transmittal Page 8	Letter of HUB Commitment Page 9	HUB Subcontracting Plan (HSP) Pages 11-18	Progress Assessment Report (PAR) Page 19
1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.				
1. A. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X		X	
1. B. Respondent Proposes Self-Performance: 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.	X		X	
2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.				
2. A. Respondent Proposes Self-Performance: 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.	X		X	
2. B. Respondent Proposes Subcontractors: 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.	X		X	
3. INDEFINITE DURATION/INDEFINITE QUANTITY CONTRACTS: Submit with initial qualifications. Attachments required from the Respondent prior to contract execution for each contract associated with a solicitation for miscellaneous services.		X	X	
4. CHANGES IN THE HUB SUBCONTRACTING PLAN AFTER AWARD: Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.			X	
5. REPORTING : Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.				X

(RESPONDENT’S BUSINESS LETTERHEAD)

Date

Regional HUB Coordinator
Office of HUB Programs
The University of Texas System
201 West Sixth St., Room B.140E
Austin, Texas 78701

RE: Historically Underutilized Business Plan for
(Project Title): _____
Project Number _____

Dear ,

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, and the goal as stated in the Agency Special Instructions section of the HUB Subcontracting Plan, page 11.

Select one of the following:

- _____ 32.9% for all special trade construction contracts
- _____ 26% for all other services contracts
- _____ 31.04% for commodities contracts

Subcontractors	No. of Subcontractors	Total Subcontract \$ Value	Total Estimated HUB %	% Minority Owned	% Woman Owned	% Service Disabled Veteran
HUB						
NON-HUB						
TOTAL						

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 HUB 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

RESPONDENT'S BUSINESS LETTERHEAD

Date

Regional HUB Coordinator
Office of HUB Programs
The University of Texas System
201 West Sixth St., Room B.140E
Austin, Texas 78701

RE: Historically Underutilized Business Plan for (Project Title _____
Project Number: _____)

Dear :

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 proposal in connection with your invitation for request for proposals, referencing Project Number _____.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented by a two-part HUB Subcontracting Plan (HSP) process. Part one (1) of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option One of the HSP Quick Checklist located on page 10 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/project is defined under this ID/IQ contract, part two (2) of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in Attachment B (page 16-17) and Option Three of the HSP Quick Check List. The revised HUB Subcontracting Plan will be submitted to the HUB Coordinator prior to execution of each contract process. Documentation of subcontracted work will be provided with each pay request.

Sincerely,

Project Executive

cc: Project Manager



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas 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 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

In accordance with 34 TAC §20.13(d)(1)(D)(iii), the goals below are the applicable goals for the University of Texas Administration only.

Other Services Goal – 26%

Commodities HUB Goal – 31.04%

Special Trades HUB Goal – 32.9%

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meet the Good Faith Effort (GFE) prescribed in Method B, Attachment B. See instructions for Option Three on the HSP Quick Check List. No other Good Faith Effort method will be accepted.
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity is a two (2) part process:
 1. Submit a Letter of HUB Commitment (page 9) and a GFE described in Option Four.
 2. Submit a revised HSP prior to the execution of each contract process as described in Option Three of the Quick Check List.
- Respondents shall submit a completed HSP to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered non-responsive.
- Respondents who intend to self-perform all of their work shall submit an HSP for Self Performance HSP as described in Option Four.
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payments as a condition of payment.
- Acceptable documentation of the GFE include fax, email or certified letter.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to Non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: 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 is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- 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 being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <i>Do not enter Social Security Numbers. If you do not know their VID EIN, leave their VID EIN field blank.</i>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input checked="" type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____	Requisition #: _____
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IMPORTANT: If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTEGE PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protege Program, submitting its Protege (Protege must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protege.

- Yes (If *Yes*, continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>. HUB status code "**A**" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID I EIN, leave their VID I EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company	Name: _____	State of Texas VID #: _____
Point-of-Contact: _____		Phone #: _____
E-mail Address: _____		Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____		
Point-of-Contact: _____		Phone #: _____
Requisition #: _____		Bid Open Date: _____ (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

5. Location to review plans/specifications: - Not Applicable



HUB Subcontracting Plan (HSP)

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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: _____	Object Code: _____
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

When verifying subcontractors' HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized (HUB)

Directory Search located at: <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>

HUB status code "A" signifies that the company is a Texas certified HUB.

Subcontractor's Name	Texas certified HUB (Yes or No)	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	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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			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	
TOTALS:			\$ -	\$ -	\$ -	

Signature: _____	Title: _____	Date: _____
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APPENDIX THREE

SAMPLE PREFERRED SUPPLIER AGREEMENT

for

FURNITURE-RELATED SERVICES

between

THE UNIVERSITY OF TEXAS SYSTEM

and

University of Texas Agreement Number: _____

This Preferred Supplier Agreement, dated effective as of _____, 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 specifies the terms and conditions applicable to the supply by Preferred Supplier of certain managed services for furniture-related services to institutional participants, all as further described below.

Now, therefore, the parties, intending to be legally bound, agree as follows:

SECTION 1 – Definitions

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

“**Institutional Participant**” means an Alliance member or affiliated institution of higher education, as designated by the Alliance, that has executed an Institutional Participation Agreement in connection with 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.

“Services” means the furniture-related services described in **Rider 100**, Scope of Work.

“UT Party” means, as applicable, UT System and/or the Institutional Participants.

“UT System Contract Administrator” means the Director of the Alliance, who will be the initial contact for all contractual concerns related to this Agreement.

SECTION 2 – Term:

The term of this Agreement will begin on the Effective Date and expire _____ [*initial fixed term of three years*], unless earlier terminated in accordance with the provisions of this Agreement. UT System will have the option to extend the term of this Agreement for an additional two-year period, upon written notice given to Preferred Supplier at least 90 days in advance of the renewal term.

The Parties acknowledge that, prior to any scheduled expiration of this Agreement, UT System may conduct a competitive procurement for the purchase of services comparable to the Services, for the period following expiration. If Preferred Supplier is not selected as the source for the succeeding period, Institutional Participants may need to transition over a period of time to purchasing the products and services primarily from the new source, rather than from Preferred Supplier. In such event, in order to allow for an orderly transition, Institutional Participants may wish to continue purchasing from Preferred Supplier for a limited period of time after the anticipated expiration of this Agreement. As a result, Preferred Supplier agrees that, notwithstanding any other provision of this Agreement:

- Preferred Supplier will make the Services available for purchase by Institutional Participants after _____, 20__ (or the anticipated expiration date under any extended term of this Agreement), for a transitional period of six months (the **“Transition Period”**), on the same terms and conditions set forth in this Agreement.
- All incentive / rebate trigger amounts that may be established in this Agreement for any calendar year will be pro-rated automatically on a straight-line basis, to account for partial calendar years during which this Agreement exists, including the Transition Period.

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 – Performance by Preferred Supplier:

Preferred Supplier will perform its obligations under this Agreement 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 its performance hereunder.

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 it 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 – 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 goods and 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 10 – 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 11 – 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 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 for Business Affairs
Austin, Texas 78701-2982
Fax: 512-499-4289
Email: Lloyd@utsystem.edu

with copy to: The University of Texas System Supply Chain Alliance
Mid Campus Building
7007 Bertner Ave., Suite 11.2339
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 for Business Affairs
Austin, Texas 78701-2982
Fax: 512-499-4289
Email: LegalNotices@utsystem.edu

and The University of Texas System Supply Chain Alliance
Mid Campus Building
7007 Bertner Ave., Suite 11.2339
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 12 – Preferred Supplier's Obligations.

12.1 Preferred Supplier represents that it has the knowledge, ability, skills, and resources to perform its obligations hereunder.

12.2 Preferred Supplier will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance hereunder. Preferred Supplier will cause all persons connected with the Preferred Supplier directly in charge of performance hereunder to be duly registered and/or licensed under all applicable federal, state and municipal, laws, regulations, codes, ordinances and orders, including the rules, regulations and procedures promulgated by the Board or Institutional Participants, and those of any other body or authority having jurisdiction (collectively, "**Applicable Law**").

12.3 Preferred Supplier represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform hereunder, in a good and workmanlike manner and in accordance with commercially reasonable standards of Preferred Supplier's profession or business, and (b) all good and services provided hereunder 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.

12.4 Preferred Supplier warrants and agrees that all Services supplied under this Agreement will be accurate and free from any material defects. Preferred Supplier's performance hereunder 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 hereunder. Preferred Supplier will, at its own cost, correct all material defects in Services supplied under this Agreement, as soon as practical after Preferred Supplier becomes aware of the defects. If Preferred Supplier fails to correct such material defects 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.

12.5 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.

12.6 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.

12.7 Preferred Supplier will provide the warranties more particularly described in Section ___ of **Rider 100**, Scope of Work.

12.8 Preferred Supplier represents and warrants that neither the execution and delivery of this Agreement by Preferred Supplier nor Preferred Supplier's performance hereunder 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 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 13 – 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 14 – 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 internal laws of the State of Texas.

SECTION 15 – Breach of Contract Claims:

15.1 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:

15.1.1 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.

15.1.2 If the parties are unable to resolve their disputes under **Section 15.1.1**, 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.

15.1.3 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 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.

15.2 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.

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

SECTION 16 – Compliance with Law:

Preferred Supplier will perform hereunder in compliance with all Applicable Law. 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.

SECTION 17 – UT System'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 one 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 18 – 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 19 – Insurance:

19.1 Supplier, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

19.1.1 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
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which services are to be performed for Institutional Participant.

19.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$ 300,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Supplier's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

19.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage. Contractors transporting hazardous materials must provide the MCS-90 endorsement and CA9948 Broadened Pollution Liability endorsement on the Business Auto Liability policy. Policy limits must be in line with Federal requirements.

19.1.4 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000, and will be excess

over and at least as broad as the underlying coverage as required under **Sections 19.1.1** Employer's Liability; **19.1.2** Commercial General Liability; and **19.1.3** Business Auto Liability. Inception and expiration dates will be the same as the underlying policies. Drop-down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

19.1.5 Directors' and Officers' Liability Insurance with limits of not less than \$1,000,000 per claim. The coverage will be continuous for the duration of this Agreement and for not less than twenty-four (24) months following the expiration or termination of this Agreement.

19.2 Supplier will deliver to Institutional Participant:

19.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance by Supplier under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

19.2.2 **All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name The Board of Regents of The University of Texas System and Institutional Participant as Additional Insureds for liability caused in whole or in part by Supplier's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Supplier. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

19.2.3 Supplier hereby waives all rights of subrogation against The Board of Regents of The University of Texas System and Institutional Participant. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The University of Texas System, and Institutional Participant. No policy will be canceled until after thirty (30) days' unconditional written notice to Institutional Participant. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Institutional Participant thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 8**.

19.2.4 Supplier will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by Institutional Participant prior to the performance by Supplier under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

19.2.5 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the Institutional Participant contact identified in the Institutional Participation Agreement.

19.3 Supplier's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by Institutional Participant or The University of Texas System. Supplier's or

subcontractor's insurance will be kept in force until all obligations under this Agreement have been fully performed and accepted by Institutional Participant in writing, except as provided in this **Section 19.3**.

- 19.3.1** Directors and Officers Liability insurance coverage written on a claims-made basis requires Supplier to purchase an Extended Reporting Period Endorsement, effective for 24 months after the expiration or cancellation of this policy.

SECTION 20 – Indemnification:

20.1 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.

20.2 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 21 – 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. 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 22 – Assignment of Overcharge Claims:

Preferred Supplier hereby assigns to UT Party any and all claims for overcharges associated with this Agreement 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 23 – 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 24 – Historically Underutilized Business Subcontracting Plan:

24.1 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.

24.2 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.

24.3 If UT Party expands the scope of this Agreement 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 25 – 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 31st day after the later of: 1) the date the performance is completed, or 2) the date Institutional Participant receives an invoice for the related goods or services. 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 related goods or services; and (c) other reasonable action.

Section 51.012, *Texas Education Code*, authorizes UT Party to make any payment through electronic funds transfer methods. Preferred Supplier agrees to receive payments from UT Party through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, UT Party will confirm Preferred Supplier’s banking information. Any changes to Preferred Supplier’s banking information will be communicated by Preferred Supplier to UT Party in writing at least thirty (30) days in advance of the effective date of the change.

SECTION 26 – 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 27 – 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, is attached to this Agreement as **Rider 600** and incorporated for all purposes.

SECTION 28 – OSHA Compliance:

Preferred Supplier represents and warrants that all products and 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 29 - 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 30 – 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 31 – 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 32 – 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 33 – Termination:

33.1 In the event of a material failure by either party to perform in accordance with the terms of this Agreement (“**default**”), the other, non-defaulting party may terminate this Agreement upon thirty (30) days’ written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period. No such termination will relieve the defaulting party from liability for the underlying default or breach of this Agreement or any other act or omission.

33.2 UT System may terminate this Agreement, without cause, upon written notice to Preferred Supplier; provided, however, this Agreement will not terminate until the later of (1) 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 prior to receipt of notice of termination. Institutional Participant may not issue any purchase orders after receipt of notice of termination. Termination of this Agreement will not relieve any party from liability for its default under or breach of this Agreement or any other act or omission of that party. In the event that this Agreement is terminated, then within thirty (30) days after termination, Preferred Supplier will reimburse UT Party for all fees paid by UT Party to

Preferred Supplier that were (a) not earned by Preferred Supplier prior to termination, or (b) for goods or services that UT Party did not receive from Preferred Supplier prior to termination.

33.3 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 receipt of notice of termination, or (2) the date that performance is complete under all purchase orders issued by Institutional Participant to Preferred Supplier prior to receipt of notice of termination. Institutional Participant may not issue any purchase orders after receipt 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. In the event that 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 34 – Authority:

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

SECTION 35 – 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 36 – Confidentiality; Press Releases; Public Information:

36.1 Confidentiality and Safeguarding of UT Party Records. Under this Agreement, Preferred Supplier may (1) create, (2) receive from or on behalf of UT Party, or (3) have access to, UT Party's records or record systems (collectively, "**UT Party Records**"). Among other things, UT Party 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. Preferred Supplier represents, warrants, and agrees that it will: (1) hold UT Party Records in strict confidence and will not use or disclose UT Party Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by UT Party in writing; (2) safeguard UT Party Records according to reasonable administrative, physical and technical standards commonly in effect within Preferred Supplier's industry and that are no less rigorous than the standards by which Preferred Supplier protects its own confidential information; (3) continually monitor its operations in accordance with reasonable standards commonly in effect within Preferred Supplier's industry and take any action necessary to ensure that UT Party Records are safeguarded and that the confidentiality of UT Party Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, and the terms of this Agreement; and (4) comply with UT Party's rules, policies, and procedures regarding access to and use of UT Party's computer systems. At the request of UT Party, Preferred Supplier will provide UT Party with a written summary of the procedures Preferred Supplier uses to safeguard and maintain the confidentiality of UT Party Records.

36.2 Notice of Impermissible Use. If an impermissible use or disclosure of any UT Party 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.

36.3 Return of UT Party Records. Preferred Supplier agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all UT Party 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 UT Party Records, Preferred Supplier will provide UT Party with written notice of Preferred Supplier's intent to destroy UT Party Records. Within five (5) days after destruction, Preferred Supplier will confirm to UT Party in writing the destruction of UT Party Records.

36.3 Disclosure. If Preferred Supplier discloses any UT Party 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 36**.

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

36.5 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* ("TPIA"), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to UT Party, Preferred Supplier will make any information created or exchanged with UT Party pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UT Party that is accessible by the public.

36.6 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.

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

SECTION 37 – Tax Exemption

UT System institutions, being agencies of the State of Texas, are exempt from Texas Sales & Use Tax on goods and services in accordance with Section 151.309, *Tax Code*, and Title 34 TAC Section 3.322. Pursuant to 34 TAC Section 3.322(c)(4), UT System institutions are not required to provide a tax exemption certificate to establish their tax exempt status.

SECTION 38 – 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 39 – No Required Quantities or Minimum Amounts:

Preferred Supplier understands that this Agreement does not obligate UT Party to purchase any specific amount of goods or services from Preferred Supplier under this Agreement or otherwise. For example, this Agreement does not establish any minimum quantity or minimum dollar amount of goods or services that UT Party must purchase from Preferred Supplier during the term of this Agreement.

SECTION 41 – 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 under this 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 Party, 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 Preferred Supplier fails or is unable to do so, UT Party may terminate this Agreement, and Preferred Supplier will refund to UT Party all amounts UT Party has paid under this Agreement within thirty (30) days after the termination date.

SECTION 42 – Background Checks:

Preferred Supplier will not knowingly assign any individual to provide services on a UT Party’s campus if the individual has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. If requested by any UT Party to comply with its policy, Preferred Supplier will perform appropriate criminal background checks on each individual who will provide such services on the UT Party’s campus.

SECTION 43 – Entire Agreement; Modifications:

This Agreement supersedes all prior agreements, written or oral, between Preferred Supplier and UT System 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 System and Preferred Supplier.

SECTION 44 – 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 45 – 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 46 – Binding Effect:

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

SECTION 47 – 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 48 – 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 49 – 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 50 – 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, browsewrap, 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 51 – Conflicts:

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

SECTION 52 – 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** – Price Schedule
- Rider 300** – Institutional Participation Agreement Form
- Rider 400** – Supplier Relationship Management
- Rider 500** – HUB Subcontracting Plan
- Rider 600** – Affirmative Action Compliance Program

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

THE UNIVERSITY OF TEXAS SYSTEM

[PREFERRED SUPPLIER]

Signed: _____
Scott C. Kelley, Executive Vice
Chancellor for Business Affairs

Signed: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

APPENDIX THREE- 300

INSTITUTIONAL PARTICIPATION AGREEMENT

By entering into this Institutional Participation Agreement (“**Institutional Participation Agreement**”), the undersigned institution (“**Institutional Participant**”) agrees to the terms and conditions set forth in the Preferred Supplier Agreement between The University of Texas System and _____, Agreement Number UTSSCA_____, dated effective _____, 20__ (the “**Preferred Supplier Agreement**” or “**PSA**”). All of the terms and conditions of the PSA 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 PSA.

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

Benefits from Preferred Supplier Agreement:

To obtain a broad range of furniture-related services at discounted prices.

Institutional Participant’s Responsibilities

To the extent authorized by applicable law and relevant rules and regulations of UT System and Institutional Participant, Institutional Participant will use commercially reasonable efforts to perform the following responsibilities:

- Identify Preferred Supplier as a primary supplier of furniture-related services.
- Organize and share benefits of the PSA at one or more “kick-off” events.
- Facilitate and promote at least one (1) Preferred Supplier products show per year, involving the services available for purchase under the PSA.
- Assist in the organization of technical presentations by Preferred Supplier.
- Permit Preferred Supplier, at its sole cost, to create and distribute sales and technical materials involving services available for purchase under the PSA and that may include updates on: pricing, new services information, technical developments, and special promotions. All such communications will be subject to prior approval by Institutional Participant.
- Periodically provide information to Preferred Supplier on current and projected opportunities for supply of Preferred Supplier’s services under the PSA.
- On an ongoing basis, make Institutional Participant’s end-users aware of the business relationship with Preferred Supplier and value-generation opportunities.
- Conduct quarterly business reviews to review reports and commitments.
- Facilitate resolution of customer/supplier conflicts.

Institutional Participant's notice address and contact information is:

[Name of Institutional Participant]

Street Address: _____

Fax: _____

Email: _____

Attention: _____

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

INSTITUTIONAL PARTICIPANT: Primary Contact:

Name: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

INSTITUTIONAL PARTICIPANT: HUB Contact:

Name: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

Preferred Supplier designates the following contact who will be responsible for facilitating this Institutional Participation Agreement:

PREFERRED SUPPLIER Primary Contact:

Name: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

Insurance Paperwork. The insurance provisions of this Agreement require certain certificates and endorsements to be mailed, faxed, or emailed to Institutional Participant. Contact information for the Institutional Participant's representative authorized to receive such certificates and endorsements is as follows:

Name: _____

Title: _____

Address: _____

Fax: _____
Email: _____

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

[Name of Institutional Participant]

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 the UT System Supply Chain Alliance Strategic Services Group at utsscainfo@mdanderson.org.

APPENDIX THREE - 400

SUPPLIER RELATIONSHIP MANAGEMENT

[Note: this is a Sample for Discussion]

1.0 Supplier Relationship Management (“SRM”) Program Requirements

Quality Business Reviews (“QBRs”) of Preferred Supplier’s performance under this Agreement will be conducted by the UT System Contract Administrator on behalf of UT System beginning four (4) times annually with each QBR scheduled within sixty (60) days after the close of the calendar year quarter (March, June, September, December). Institutional Participants may elect to establish a local level SRM program by a separate mutual agreement with Preferred Supplier.

2.0 Quarterly Business Reviews

2.1 QBRs will consist of two major components:

- (a) Key Performance Indicators: Preferred Supplier’s performance will be determined as measured against the Service Level for each Performance Measure set forth in **Table 1** below.
- (b) Business Relationship Indicators: The Business Relationship Indicators (defined and set forth in **Table 2**, below) are designed to confirm that the objectives and goals of the relationship between Preferred Supplier and the Alliance remain aligned and moving in a mutually beneficial direction.

Table 1: Key Performance Indicators

Performance Measure	Service Level	Variance from Service Level	Maximum Score (100)	Definition and Measurement
Account Management	98%	$\leq 1\%$ $>1\%-\leq 3\%$ $>3\%-\leq 5\%$ $>5\%$	15 8 3 0	Timely response and resolution of inquiries and support calls placed by Institutional Participants: Initial response time will not exceed 4 hours.
Pricing Accuracy	99%	$\leq 1\%$ $>1\%-\leq 5\%$ $>5\%$	15 8 0	Contract pricing in accordance with fee structure, as confirmed by Alliance audit.
Invoice	98%	$\leq 1\%$	15	Proportion of invoiced items

Accuracy		>1%-≤5% >5%	8 0	reflecting accurate contract pricing, as confirmed by Alliance audit
Compliance with Project Schedules	99%	≤2% >2%-≤5% >5%	10 2 0	Meet milestone dates agreed set by an Institutional Participant.
Administrative Fees & Incentive Payments	Not more than 5 days late	Y N	5 0	Paid accurately and on time within contract schedules
Reports	Not more than 5 days late	Y N	10 0	Reports submitted within contract schedule each quarter to the Alliance (e.g. Sales History Report, HUB Report)
Customer Satisfaction	90% of metric	≤3% >3%-≤8% >8%-≤15% >15%	30 20 15 0	Preferred Supplier will attain customer satisfaction score of 90% or greater. Survey content and distribution to be agreed with Preferred Supplier to ensure appropriate measures recorded.

Table 2: Business Relationship Indicators

Performance Measure	Goal	Definition
Campus Outreach	Number and type of communications and events as defined in the Strategic Action Plan	Implement targeted communications and educational programs for end-users and purchasing personnel at each Institutional Participant to: a) foster cooperation and collaboration, b) increase understanding of the value of this Agreement, and c) create greater awareness of savings and savings opportunities.
Cost Savings	Minimum X% overall	Report on savings, process changes, Improvements, and or innovations that have created increased value for the Institutional Participants

2.2 Business Relationship Indicators

Within sixty (60) days after the Effective Date of this Agreement, Preferred Supplier will submit for approval to the UT System Contractor Administrator a written Strategic Action Plan to achieve the goals in **Table 2**, above. At a minimum the Strategic Action Plan will define the specific strategies, tasks, responsibilities, reports, and timelines to be executed to achieve each goal.

2.3 QBR Meeting Reports and Metrics

Preferred Supplier will prepare and deliver to the UT System Contract Administrator for review at each QBR a report of the Key Performance Indicators and Business Relationship Indicators. The Key Performance Indicator report will be provided both in the aggregate, reflecting the total score for all Institutional Participants, and also will be reported separately for each Institutional Participant.

An advance copy of the Key Performance Indicator Report will be sent to the UT System Contract Administrator no less than five (5) days prior to the scheduled QBR meeting date.

All report requirements 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 the UT System Contract Administrator or the applicable Institutional Participant.

3.0 Preferred Supplier Evaluation and Rating

No less than once each quarter the UT System Contract Administrator will prepare and present to Preferred Supplier a scorecard of Preferred Supplier's performance based on their measured results under each of the KPIs for the preceding quarter. The scorecard will be presented and reviewed by Preferred Supplier and the UT System Contract Administrator during each QBR.

Beginning the second full calendar quarter after the Effective Date, Preferred Supplier must obtain a minimum composite score of 70, from UT System for each quarter during the remaining term of this Agreement.

4.0 Corrective Action Plan

The UT System Contract Administrator will notify Preferred Supplier during a QBR if Preferred Supplier receives a composite score of less than 70, during the previous quarter or a score of Zero (0) for any KPI.

Within fifteen (15) calendar days after receipt of such notice, Preferred Supplier will provide the UT System Contract Administrator with a written corrective action plan ("**CAP**") acceptable to the UT System Contract Administrator 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 recurrence 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 Contract Administrator for concurrence prior to implementation. Concurrence with the

CAP by the UT System Contract Administrator will not be unreasonably withheld or delayed. Concurrence with the CAP will not constitute a waiver by UT System of any rights regarding remedies.

5.0 Corrective Action and Remedies

If Preferred Supplier's implementation of the CAP does not result in a minimum composite score of 70 or greater or if two (2) or more KPI's remain with a score of Zero ("0") during each subsequent calendar quarter, UT System may, at its sole discretion:

- Permit Preferred Supplier to resubmit a further Corrective Action Plan, or
- Exercise other remedies available under this Agreement or applicable law.

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 under this 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 Party, 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 Preferred Supplier fails or is unable to do so, UT Party may terminate this Agreement, and Preferred Supplier will refund to UT Party all amounts UT Party has paid under this Agreement within thirty (30) days after the termination date.

APPENDIX FIVE

CERTIFICATE OF INTERESTED PARTIES (Texas Ethics Commission Form 1295)

This is a sample of the Texas Ethics Commission's FORM 1295 – DISCLOSURE OF INTERESTED PARTIES. Contractor must use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) to complete the most current Disclosure of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and UT System. **The Certificate of Interested Parties will be submitted to UT System by Preferred Supplier only when the Agreement resulting from this RFP is signed.**

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
_____ Signature of authorized agent of contracting business entity			
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	_____ Title of officer administering oath
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Adopted 10/5/2015

**SECTION 5.5
PROPOSER'S SURVEY**

1.0 Company Profile

- 1.1 Provide your company's main address, telephone and fax number.
- 1.2 Provide your company's FEIN.
- 1.3 Provide your company's DUNS number.
- 1.4 Provide your company's main contact for this RFP including telephone number and email address.
- 1.5 What is your company's legal structure (e.g., corporation, partnership, etc.).
- 1.6 For all individuals, groups, corporations, etc. that holds 25% or greater equity in the company list their name and their percentage (%) held.
- 1.7 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with UT System.
- 1.8 Has your company, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? If yes, specify the date, circumstances, and resolution.
- 1.9 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- 1.10 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 1.11 If requested, please indicate your company's agreement to provide the company's audited financial statement for the last two (2) years.
- 1.12 Which of the primary manufactures identified in Rider 100 does your company support and is an authorized dealer for? Please check all that apply:
- | | |
|---|---|
| <input type="checkbox"/> American Seating | <input type="checkbox"/> Knoll |
| <input type="checkbox"/> Haworth | <input type="checkbox"/> National |
| <input type="checkbox"/> Herman Miller | <input type="checkbox"/> Navetta |
| <input type="checkbox"/> HON | <input type="checkbox"/> SitOnIt |
| <input type="checkbox"/> Irwin Seating | <input type="checkbox"/> Steelcase |
| <input type="checkbox"/> KI | <input type="checkbox"/> Wenger Corporation |
| <input type="checkbox"/> Kimball | |
- 1.13 For the selected primary manufacturer, how long has your company been selling this product line as an authorized dealer?
- 1.14 Provide a copy of your manufacture dealer certificate for the selected primary manufacturer(s).

- 1.15 For the selected primary manufacturer, describe how your company has been recognized as a top dealer in the past five years?
- 1.16 For the selected primary manufacturer, list the awards your company has been awarded by the selected primary manufacturer(s) in the past five years?
- 1.17 The UT System Supply Chain Alliance is affiliated with various institutions of higher education within the State of Texas and Tennessee. For the selected primary manufacturer, identify all geographic areas your company can provide furniture products and services.
- 1.18 Identify which of the following accredited cooperative purchasing groups or local contract your company can provide the selected primary manufacturer furniture products to Institutional Participants at the rates established under these contracts.
- BuyBoard
 - E&I Cooperative Services, Inc.
 - Education Service Center – Region 19 Allied States Cooperative
 - Premier Health Alliance, LP
 - Purchasing Solutions Alliance (PSA)
 - Texas Comptroller of Public Accounts (TPASS/TXMAS)
 - Texas Department of Information Resources (DIR)
 - The University of Texas System Supply Chain Alliance
 - Local Contract with a University of Texas Institutions, please identify: _____

2.0 References

- 2.1 Provide a listing of at least three (3) customers (UT System Institutions) for which you have provided furniture products and additional services of the type and kind required by this RFP (healthcare or academic institutions). Your customer reference list shall include the company name; contact person including telephone #, e-mail address; scope of services, annual sales volume (\$), and the period of time for which work was performed.
- 2.2 If you did not provide your DUNS number as requested in response to question 1.3 above, please provide two financial references (1 trade reference and 1 financial institution/bank reference). List should include company name, mailing address, telephone number, FAX number, contact person and length of financial relationship.

3.0 Account Management

- 3.1 Provide the name, title and brief resume of the individual who will assume overall responsibility for all performed work and the individual who will assume overall responsibility at each Institutional Participant's campus.
- 3.2 Provide a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this account and defining their role in supporting the UT System account. The project-staffing plan must include the resume for the lead installation supervisor.
- 3.3 Describe your company's training and development program for both full time and part-time personnel as it relates to customer service, policies and procedures, quality control, and general business operations, product knowledge, and manufacturer trainings.

- 3.4 Identify the staff/personnel resources outside of your company that you typically engage to assist in performing the work contemplated under this RFP and the role they play in performing the services.
- 3.5 Do you have a standard code of ethics for sales staff? If yes, please provide a copy. Are your sales staff incentivized for annual sales volume? If yes, please explain how it is supported by your code of ethics?
- 3.6 Describe how you measure and evaluate performance of your sales personnel.
- 3.7 How is your sales staff rewarded for outstanding customer service and support?
- 3.8 Please provide company's problem resolution process outlining the escalation path for product or service problems that cannot be properly resolved in the normal course of business. Include an escalation matrix showing the hierarchy of management personnel that will be engaged to progressively resolve critical issues.

4.0 Technology and Tools

Each Institutional Participant utilizes a variety of ERP Systems, software, ordering methods, tools, technologies and formats (e.g. PeopleSoft, SAP, Workday, SciQuest, EDI, XML, cXML).

- 4.1 Does your company have any e-commerce capabilities? If so, please describe in detail.
- 4.2 What tools does your company have to create custom quotes, track quotes, shipments?

5.0 Reporting

- 5.1 Describe the capacity of your company to submit the reports by Institutional Participant (ref. section 5.4.8).
- 5.2 Describe the capacity of your company to report quarterly sales by Institutional Participant for products and services sold at prices below the prices set under the Preferred Supplier Agreement.
- 5.3 Are reports available real-time via an internet website or portal? If yes, please indicate the type of report that is available and if they are downloadable in a usable format (e.g., Excel, Word, HTML, etc.).
- 5.4 Can user level access to reports be restricted to designated individuals?
- 5.5 Does your company currently provide custom reporting capabilities? If so, describe.
- 5.6 Indicate which standard reports are available. Include the frequency they can be made available.
- 5.7 What reports or analytic tools are available to help Institutional Participants recognize/prioritize savings opportunities, understand supply chain performance and better manage its operations?
- 5.8 Describe the capacity of your company to report quarterly sales to an Institutional Participant.

6.0 Pricing

- 6.1 Describe how your company will provide the lowest cost on furniture products utilizing established local contracts and/or group purchasing organizations the Alliance is a member of.
- 6.2 Define the discounting structure for ancillary furniture (ref. section 1.3)

- 6.3 How does your company guarantee accuracy and consistency of pricing discounts for all products?
- 6.4 Please indicate that your company agrees to provide business and academic furniture to Institutional Participants at the rates established under contracts established by UT System and various GPO's that UT System institutions participate in.
- 6.5 Please state how Proposer will proactively benchmark the marketplace and pass along any decreases in price during the contract term.
- 6.6 Please indicate that your company agrees to provide planning and design services at no cost to an Institutional Participant for major capital projects (ref. Section 1.3 of this RFP). If no, proposer will clearly state its pricing proposal in Price Schedule Attachment A.
- 6.7 Please indicate that your company agrees to provide at no cost to an Institutional Participant storage and staging furniture services for 90 days, for major capital projects (ref. Section 1.3 of this RFP).
- 6.8 Please indicate that your company agrees to provide delivery and installation services at no cost to an Institutional Participant for major capital projects (ref. Section 1.3 of this RFP). If no, proposer will clearly state its pricing proposal in Price Schedule Attachment A.
- 6.9 What methodology does your company propose to maintain rates, not to exceed escalation rates during the full term of the agreement?

7.0 Products

- 7.1 Provide a complete listing of all product categories, manufactures and product lines you are an authorized dealer/distributor or manufacturer's representative nationally and/or internationally.
- 7.2 What quality standards does your company follow for supporting manufacturer products?
- 7.3 Please identify what is unique about your product lines presenting the optimum solution to the Alliance workplace, classroom and educational setting.
- 7.4 How does your company add new product lines to complement manufacturers?
- 7.5 How does your company ensure manufacturer items are available locally?
- 7.6 Describe what products your company stocks locally?
- 7.7 Provide an electronic copy of the proposed manufacturers' catalog.

8.0 Planning and Design

- 8.1 Describe your company's in-house capabilities and capacity to perform planning and design services (i.e. space planning, detailed furniture specifications, 2D or 3D drawings, color, fabric, and finish selections). Does your company have the capacity to provide plans in Revit?
- 8.2 Is your company's planning and design internal team employees or are these services subcontracted?
- 8.2 Describe your training development program of both full time and part-time planning and design personnel.
- 8.3 What technology does your company use to support planning and design services?

8.4 Describe how your company optimizes saving opportunities while meeting the Institutional Participants' furniture requirements.

8.5 Describe your company's capabilities to assist an Institutional Participant develop design standards.

9.0 Storage and Staging

9.1 Will your company provide storage and staging facilities for and Institutional Participant's project at no additional cost? Describe any restrictions or limitations.

9.2 Please list which UT System locations and Alliance affiliates your company's inventory capabilities and distribution model can support? Provide locations and description of the warehouse/distribution facilities that will support these Institutional Participants. How many days will your company store new product at no additional cost to the Institutional Participant?

9.3 Where is your company's storage and staging facilities located? Is the warehouse bonded, insured, and air conditioned?

9.4 Describe your company's ability to store product from a third party manufacturer/dealer?

10.0 Delivery and Installation

10.1 Describe your company's in-house capabilities and capacity to perform delivery and installation services.

10.2 Describe the process your company uses to deliver products to customers in a timely manner. Identify all other companies that will be involved in processing, handling or shipping the Product to the Institutional Participant.

10.3 Does your company monitor delivery times against service level? If yes, please describe process.

10.4 Please describe your "quick ship" program and identify products available for the selected primary manufacturer.

10.5 For the selected primary manufacturer, what is your delivery time for items not in stock?

10.6 Describe how your company guarantees orders are fulfilled to completion and installed to the Institutional Participant's furniture specifications.

10.7 Can your company provide just-in-time solutions? If yes, please describe.

10.8 Describe your company's policy for handling any failure to deliver goods or services within the time agreed with an Institutional Participant.

10.9 What are the company's delivery and installation hours? Are there increased costs for after business hours work?

10.10 Describe your company's reconfiguration and relocation capabilities for current and new furniture products.

11.0 Asset Management

11.1 Describe your company's asset management services (e.g. bar coding, multiple site inventory tracking, catalog and track all furniture assets).

11.2 What technology and tools can your company provide to an Institutional Participant to support asset

management services?

- 11.3 Provide an overview of the various asset management training programs available to an Institutional Participant.
- 11.4 Describe your program capabilities with integrating with internal systems. Which systems have you successfully integrated with in the past?

12.0 Reconfiguration, Repair and Maintenance

- 12.1 Describe the product reconfiguration services your company can provide to an Institutional Participant. (e.g. moving, disassembling, reconfiguring new and/or existing systems furniture and other associated items.
- 12.2 Describe the repair and maintenance services your company can provide to an Institutional Participant.
- 12.3 Describe how your company will process and facilitate warranty claims.
- 12.4 Describe manufacturer warranty, availability of replacement parts and response time for repair and/or replacement of any components during the warranty period.
- 12.5 Please list any areas in Texas for which your company cannot provide a certified technician to perform warranty repairs.
- 12.6 Describe additional services your company can provide to an Institutional Participant. (e.g. upholstery, refinishing, steam cleaning)

13.0 Customer Support, Operations, Policies and Procedures

Provide details regarding your various Customer Support Programs. At a minimum, please respond to each of the following:

- 13.1 Provide an overview of the various services and training programs you can provide to an Institutional Participant (e.g. buyer training, repair training). Indicate any costs to the Institutional Participants.
- 13.2 Provide details as to how sales support and order placement continuity will be maintained when supplier's key personnel are on vacations or holidays, or when illness or emergency strikes.
- 13.3 What is the average response time for an account manager(s) to respond to initial pricing requests from a customer?
- 13.4 Will your company allocate funds in support marketing efforts of the Agreement to the Institutional Participants? If so, how will your company determine how much funding is appropriate? If your company will allocate funds in support marketing efforts, indicate the nature of these initiatives by checking all that apply:
- Electronic marketing material
- Distribution of marketing materials on campus
- Kick-off events
- On-line tutorials
- Customer training
- Seasonal promotions and specials
- 13.5 How does your company validate orders for accuracy?

- 13.6 How does your company validate the invoice prices match the Agreement prices?
- 13.7 Describe your company's procedure for managing back orders and substitutions? How is the customer notified/updated?
- 13.8 Describe your company's mechanism for communicating product shortages.
- 13.9 Provide details of your return policy; what items are not acceptable for return?
- 13.10 Describe your process(es) for issuance of "credit memos". Can paper credit memos be issued if using electronic invoices?
- 13.11 Does your company have a corporate approved "Disaster Continuity Plan"? If yes, please provide details outlining the type/severity of the disaster; recovery time; and operating functions/services.
- 13.12 Please describe programs you have in place to assist clients recovering from disasters.
- 13.13 Describe in detail your inventory management tools and/or systems, including but limited to, implementation in multiple areas, functionally, and software.
- 13.14 How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported. Include sample survey.
- 13.15 Explain how your company proposes to resolve any complaints, issues or challenges. Please detail your company's problem resolution process for customer complaints and concerns.
- 13.16 UT System requires that Preferred Supplier will conduct formal, quarterly and annual business reviews with Alliance Contract Administrator. Detail in your response key metrics you propose to use to measure your performance in delivery services to an Institutional Participant and how your company's sees these reviews structured, who attends and conducts the presentation, and any additional information.
- 13.17 Describe your company's ongoing quality control processes to ensure qualified in-house personnel, installers, and subcontractors.

14.0 Implementation Plan

- 14.1 Provide a detailed Start-up Implementation Schedule identifying key tasks and milestone commencing date of contract award through implementation, and how your company will conduct the implementation activities at multiple campuses simultaneously. Your response should clearly define both your and UT System's responsibilities and resources required during the implementation phase as well as any responsibilities of Institutional Participants.
- 14.2 Explain how your company will educate its management team and sales team about the Preferred Supplier Agreement.
- 14.3 Define the greatest implementation risks and your mitigation strategy.
- 14.4 Detail the specific information, resources, and assistance your company will require from each Institutional Participant to implement the contract.
- 14.5 Several UT System institutions have implemented the JP Morgan Chase Single Use Account Program. Please indicate that you will accept payment under this program

- Yes
 No

14.6 If yes to question 14.5, describe any cost incurred by an Institutional Participant.

15.0 Competitive Advantage

- 15.1 Please identify any challenges and/or difficulties you anticipate in providing services to UT System and how you plan to manage them; what assistance will you require from UT System.
- 15.2 Please provide any suggested improvements and alternatives that will make doing business with your company more cost effective for your company and Institutional Participants.
- 15.3 Describe how your company would proactively approach generating additional cost savings for the Alliance's spend going forward. Please provide only information not previously asked or disclosed herein.
- 15.4 Please state how your company will maintain its competitive advantage long-term, with respect to "best value" price and non-price offering.
- 15.5 Please indicate any additional "value added" services or programs not otherwise asked or disclosed herein that should be considered during the evaluation process.
- 15.6 Does your company offer any other services not previously mentioned? If yes, please describe.
- 15.7 Will your company offer additional warranties above and beyond the warranties available through the manufacturers? Will it include additional, extended warranties on delivery and installation?
- 15.8 Does your company provide any of the following services? If yes, please describe.
- a. Trade-in, buy-back or take-back programs for excess inventory
 - b. Trade-in, buy-back or take-back programs for obsolete inventory
- 15.9 Does your company have short term rental or loaner furniture program?

16.0 Incentives and Rebates

- 16.1 The Alliance is a cooperative purchasing group and collects an administrative fee for total sales volume of Institutional Participant's purchases. Total sales under this contract would be for all services quoted under this RFP (ref. Attachment A) and any ancillary furniture purchased directly from the Preferred Supplier. Total sales would not include furniture products purchased through one the accredited GPOs (ref. Question 1.18 above). Please indicate what percentage your company agrees to pay UT System for total sales on services purchased by an Institutional Participant?
- 0%
- 0.5%
- 1.0%
- 1.5%
- 2.0%
- 16.2 Does your company offer aggregated sales across UT growth rebates on project sales?
- 16.3 If yes to the above, please describe your company's approach to structuring an incentive.

- 16.4 Please list and describe any other incentives your company offers to Institutional Participants
- 16.5 Do you offer payment discounts? If yes to the above, please provide details of these payment discounts.

17.0 Historically Underutilized Businesses

In addition to your completion of the HSP (**Appendix Two**), please respond to the following.

- 17.1 Is your company a State of Texas HUB firm and/or a Small Business (as defined by the US Small Business Administration)? If so, please list all HUB/Small Business categories your company is qualified under.
- 17.2 If your company is subcontracting/partnering with another company(s) or prime supplier, please provide a clear implementation plan outlining each party’s responsibilities and utilization/role in delivering the products and services required, timeframe for implementation, and key milestones.

18.0 Green Purchasing and Sustainability

- 18.1 Green Initiative – Provide a brief description of your company’s environmental initiatives, including, in a list format, any green products and the green certifications for each of those products that would be offered under this Agreement.
- 18.2 Please explain how your company determines that a product is “green”.
- 18.3 Recycling – Provide a brief description of your company’s initiatives regarding contents of products provided under this Agreement. Include your business statement covering your position relative to sustainable business practices and supply chain management as it relates the environment and human health.

18.4 Environmental Sustainability – Please complete the following

A. What Policies are in place to monitor and manage your supply chain regarding environmental issues? Please check the items that apply.

- We apply environmental criteria when making purchasing decisions. Provide those criteria.
- We purchase “green” (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and materials.

_____ % the items in our catalog are recyclable, reusable, non-toxic, bio-degradable, and/or made from 100% post-consumer recycled materials).

- We specify sustainable products and or locally manufactured products
- We specify products using Electronic Products Environmental Assessment Tool (EPEAT) standards
- We partner with sustainable suppliers or utilize suppliers who share in the sustainability commitment
- Our Director of Sustainability is researching industry best procurement practices

B. Does your company have a Green Transportation Plan for your operation? Please check the items that apply.

- We encourage carpooling, public transportation, and using other alternative modes of transportation
- We subsidize public transportation for employees
- We are developing a Green Transportation Plan
- We have an established Green Transportation Plan (Describe below)
- We offer flexible hours, telecommuting or a compressed work week

- We utilize teleconference, video conference, WebEx or GoTo Meetings
- We purchase carbon offsets
- We own electric, hybrid, or E-85 fueled vehicles
- We rent hybrid vehicles

C. Does your company have an environmental policy statement? Please check the items that apply.

- We are developing an environmental policy statement
- Our environmental policy statement consists of a commitment to promote environmental stewardship
- Our environmental policy statement describes our company’s Sustainability Initiative
- We have formed an oversight committee to ensure the success of our environmental policy
- Our environmental policy statement describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability

D. Has your company ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, my company HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue. If yes, specify the date, circumstances, and resolution.

E. What programs do you have in place, or planned for promoting resource efficiency? (i.e. an environmental or waste audit)? Please check the items that apply.

- We recycle consumables, reduce waste and practice energy reduction when possible
- We are developing a recycling program
- We utilize a formal energy management system
- We are a member of various environmental organizations
- We have formed a Sustainability Committee to identify sustainable solutions for our company
- We have a company-wide Recycling Program
- Our Director of Sustainability initiates and supports sustainability efforts
- We have performed an environmental or waste audit
- We are recognized by peers and environmental organizations for providing leadership in sustainability
- We are a carbon-neutral company

F. Does your company have web-based materials available documenting your “Green” initiatives? Please check the items that apply.

- We are developing web-based documentation of “Green” initiatives
- Our website includes “Green” reference information
- Our website contains an environmental policy statement
- Our website includes materials that document company’s “Green” initiatives
- Our website contains our company’s Sustainability Report



RFP Submittal Deadline: **December 8, 2016** at **3:00 PM**
(CST)

Page 1 of 1

Addendum Issue Date: **November 8, 2016**

ADDENDUM 1
REQUEST FOR PROPOSAL
UTS/A57
FURNITURE-RELATED SERVICES

DIRECT QUESTIONS TO: Nancy Martinez via the SciQuest System

ACKNOWLEDGEMENT OF THIS ADDENDUM 1 IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A57** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

The Pre-proposal Conference Presentation (November 8, 2016) is attached hereto.

Item Two:

The Pre-proposal Conference Attendee List (November 8, 2016) is attached hereto.


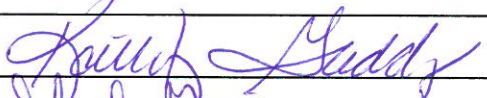



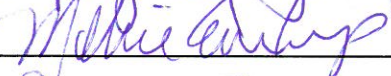
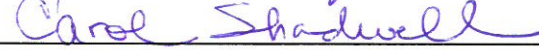


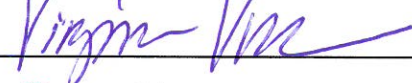
All other terms, conditions and requirements set forth in RFP UTS/A57 remain unchanged and in effect.

END OF ADDENDUM 1

UTS/A57 FURNITURE-RELATED SERVICES


PRE-PROPOSAL CONFERENCE

November 8, 2016 at 10:30-11:30 AM

Company	Name	Email	Signature
Challenge Office Products	Mike Barbosa	mbarbosa@challengeofficeproducts.com	
Challenge Office Products	John Barbosa	jbarbosa@challengeofficeproducts.com	
Office Depot	Kathey Gaddy	kathy.gaddy@workspaceinteriorsod.com	
Office Design Concepts	Shelly Gordan	shelly@odc-llc.com	
Office Design Concepts	Angela Holden	admin@odc-llc.com	N/A
Office Design Concepts	Joseph Sylvan	joseph@odc-llc.com	N/A
Office Furniture Innovations	Jaelin Knapper Jayne Edison	design@OFILLC.COM jedison@OFILLC.COM	
Office Furniture Innovations	Patricia Kyzar	Patricia@OFILLC.COM	
Office Furniture Innovations	Deana Kaiser	dkaiser@OFILLC.COM	
Office Pavilion	Ryan Hargrove	rhargrove@ophouston.com	
Office Pavilion	Mollie Ellerkamp	mellerkamp@ophouston.com	
Staples	Carol Shadwell	Carol.Shadwell@Staples.com	
Staples	Stacia Pease	Stacia.Pease@staples.com	
Staples	Naji Saba	Naji.Saba@Staples.com	
Today's Business Solutions	Priscilla Luna	priscilla@todaysbusinesssolutions.com	
Today's Business Solutions	Christopher Jimenez	Chris@todaysbusinesssolutions.com	
WorkplaceResource	Virginia Visser	virginia.visser@wrstx.com	
UT Supply Chain Alliance	Kyle Barton	kdbarton@mdanderson.org	Present

**UTS/A57 FURNITURE-RELATED SERVICES
PRE-PROPOSAL CONFERENCE
November 8, 2016 at 10:30-11:30 AM**

GoToWebinar Name				
UTS/A57 Furniture Services Pre-proposal conference				
Company	First Name	Last Name	Email	Attending
Brown Interiors	JODY	CORNELIUS	JODY@BROWNINTERIORS.COM	Webinar
Brown Interiors	Jody	Cornelius	jodymcornelius@gmail.com	Webinar
DC Interiors	Jessica	Cevallos	Jessica@dcioffice.com	Webinar
DC Interiors	Maria	Hawkins	mariah@dcioffice.com	Webinar
DC Interiors	Darlene	Casias	darlene@dcioffice.com	Webinar
HBI Office Solutions, Inc.	Susan	Ellis	susan@hbi-inc.com	Webinar
Herman Miller	Wendy	Guidroz	wendy_guidroz@hermanmiller.com	Webinar
Intelligent Interiors	Jeff	Casas	jeff.casas@intelligentinteriors.net	Webinar
Intelligent Interiors	Tina	Stevens	tina@intelligentinteriors.net	Webinar
Jamie Northrop Associates	Jamie	Northrop	jamie@consultjna.com	Webinar
JMC Associates	Brad	Jones	brad@jmcassociates.com	Webinar
Light Corp	Tamraf	Felcoski	tammyf@lightcorp.com	Webinar
McCoy	Barbara	Petracco	bpetracco@mccoyinccom	Webinar
Nolans Office Products, Inc.	John	Howland	john@nolansonline.com	Webinar
Nolans Office Products, Inc.	Mark	Nolan	mark@nolansonline.com	Webinar
Shelton-Keller Group	Beth	Goff-McMillan	bgoffmcmillan@sheltonkeller.com	Webinar
Staples	Stacia	Pease	stacia.pease@staples.com	Webinar
Texas Wilson	TAmmy	POe	tpoe@texaswilson.com	Webinar
Texas Wilson	Cliff	Crowell	ccrowell@texaswilson.com	Webinar
Vanguard Environments	Lance	Biagas	lance@vanguardenvironments.com	Webinar
Versteel	JoAnnette	Cooley	jcooley@versteel.com	Webinar
N/A	Anthony	Standley	texasexplorer@yahoo.com	Webinar
N/A	ALYSSA	BARRETT	ALYSSAMBARRETT@GMAIL.COM	Webinar



SUPPLY CHAIN ALLIANCE
THE UNIVERSITY of TEXAS SYSTEM
Creating Value Through Collaboration

**RFP UTS/A57
Furniture-Related Services
Pre-Proposal Conference**

Teleconference #: 877-226-9790 Participant Code: 727 7429#
November 8, 2016 10:30 AM

Page 1

Agenda

- ☞ Introduction
- ☞ UT System Supply Chain Alliance (UTSSCA) Overview
- ☞ Sourcing Event Overview
- ☞ UT System HUB Program Overview
- ☞ SciQuest e-Sourcing Platform
- ☞ Questions & Answers
- ☞ Key Reminders
- ☞ Sourcing Event Contact(s)



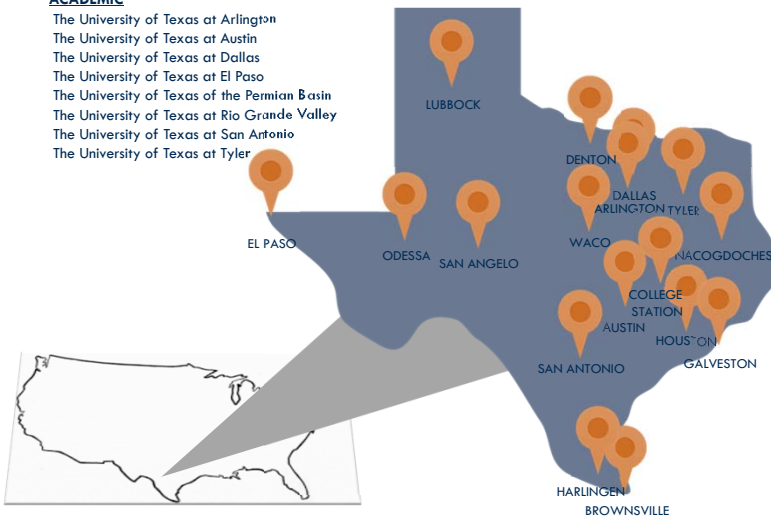
UT System Supply Chain Alliance (UTSSCA) Overview



The UT System Supply Chain Alliance

ACADEMIC

- The University of Texas at Arlington
- The University of Texas at Austin
- The University of Texas at Dallas
- The University of Texas at El Paso
- The University of Texas of the Permian Basin
- The University of Texas at Rio Grande Valley
- The University of Texas at San Antonio
- The University of Texas at Tyler



HEALTH

- The University of Texas Southwestern Medical Center at Dallas
- The University of Texas Medical Branch at Galveston
- The University of Texas Health Science Center at Houston
- The University of Texas Health Science Center at San Antonio
- The University of Texas MD Anderson Cancer Center
- The University of Texas Health Northeast



AFFILIATES

- Baylor College of Medicine
- University of North Texas System
- Rice University
- Stephen F. Austin
- Texas A&M University System
- Texas Tech University
- Tyler Junior College System
- Baylor University
- University of Tennessee
- Angelo State University
- Texas State Technical College

“Creating Value Through Collaboration”

You can view the Supply Chain Alliance video online on our YouTube Channel:
<https://www.youtube.com/watch?v=klep1pw5u1E&feature=youtu.be>



UTSSCA Key Successes



FY17 marks the
10th year of
operations for the
Alliance

The Alliance
contracts create a
potential savings
opportunity of
over \$124M

The Alliance has
more than 40
strategic supplier
agreements and a
GPO collaboration



Uniqueness of Alliance Contracts

- Commitment to deliver spend to Preferred Suppliers
- Institutional accountability for non-compliant spend
- Marketing and promotion of Preferred Suppliers
- Strategic Services Group (SSG) – Advocates for both Institutions and Preferred Suppliers
- Lower cost structure for Preferred Supplier to do business



UTSSCA UTS/A57 FURNITURE-RELATED SERVICES

RFP Overview



Scope of Opportunity

- UT System estimates that the spend under the agreement will be upwards of \$3 million annually for services relating to the furniture acquisitions
- The new contract will have a base term of up to **3 years** subject to the competitiveness of the proposal we receive, with a two-year renewal option by UT System
- The contract is available to all UT System institutions and Affiliates



Objective- Sourcing Event

- Comprehensive and guaranteed service and pricing structure
- Achieve cost savings for Institutional Participants
- Meet our HUB and Small Business Goals
- Improve overall customer satisfaction
- Team with Preferred Supplier to develop positive long term mutual benefiting solutions



Sourcing Event Key Dates

Date	Time	Event
11-1-2016	12:30 pm*	Issue RFP Documents
11-8-2016	10:30 am*	Pre-Proposal Meeting
11-15-2016	5:00 pm*	<u>Deadline</u> to Submit Questions for clarification to RFP requirements - Section 2.2 of this RFP
12-2-2016	12:00 pm*	<u>Deadline</u> for preliminary review of HUB plan
12-08-16	3:00 pm*	Proposal Submittal <u>Deadline</u>
January 2017		Selection of Finalists
February 2017		Finalists Interviews and Negotiations
March 2017		Anticipated Contract Awards(s)

* *Houston, TX Time*



RFP Document Sections

- Section 1**
Introduction
- Description of UT
 - Objective
 - Background

- Section 2**
Notice to Proposer
- Timeline
 - Contact Details

- Section 3**
Submission of Proposal
- Submittal Checklist

- Section 4**
General Terms & Conditions
- Exceptions Uploaded in SciQuest (Section 5.1.2)

- Section 5**
Specifications, Additional Questions, & Scope of Work
- Proposer's Survey

- Section 6**
Pricing Schedule & Affirmation
- Download & Return Signed Affirmation



Section 3.4: Submittal Checklist

- 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 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 5.5** of this RFP).
- 3.4.6 Responses to [Attachment A-Price Schedule](#) (ref. **Section 5.4.6.3** of this RFP).
- 3.3.7 Responses to [Attachment B-Price Schedule](#) (ref. **Section 5.4.6.4** of this RFP).

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RFP Appendices

- Appendix 1 Proposal Requirements
- Appendix 2 UT System Policy on HUBs
- Appendix 3 Sample Preferred Supplier Agreement
- Appendix 4 Access by Individuals with Disabilities
- Appendix 5 Texas Ethics Commission Form 1295

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Historically Underutilized Business (HUB) Overview

A "Historically Underutilized Business"...

- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.



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Completing the HUB Sub-Contracting Plan (HSP)

- UT System Policy #137 requires a “good-faith effort” to include minority and woman-owned businesses in all of our procurement opportunities.
- All firms or individuals, both HUB and non-HUB, in-state or out-of-state, who propose on UT System opportunities, valued over \$100,000 are required to submit a HUB Subcontracting Plan with their RFP.
- 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 proposal.
- HUB Goal for this RFP is 21.1%

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HSP Option 1: Subcontracting, all HUB vendors

OPTION 1 – If all of your subcontracting opportunities will be performed using only HUB vendors, complete the following sections

SEC 1.

• Respondent and Requisition Information

SEC 2.

- A. Yes, I will be subcontracting portions of the contract
- B. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors
- C. Yes

SEC 3.

• Not applicable

SEC 4.

• Affirmation (*Signature Required*)

Attach & Upload

- Sections 1-4
- Good Faith Effort (Attachment A) – Complete this attachment for each subcontracting opportunity from Section 2B.
- Letter of Transmittal



HSP Option 2: Subcontracting, HUB & Non-HUB Meets or Exceeds the HUB Goal

OPTION 2 – If you are subcontracting with HUB & Non-HUB Vendors and the total % of HUB subcontractors meets or exceeds the HUB goal, complete the following sections

SEC 1.

• Respondent and Requisition Information

SEC 2.

- A. Yes, I will be subcontracting portions of the contract
- B. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- C. No
- D. Yes

SEC 3.

• Not Applicable

SEC 4.

• Affirmation (*Signature Required*)

Attach & Upload

- Sections 1-4
- Good Faith Effort (Attachment A) – Complete this attachment for each subcontracting opportunity from Section 2B.
- Letter of Transmittal



HSP Option 3: Subcontracting, HUB & Non-HUB

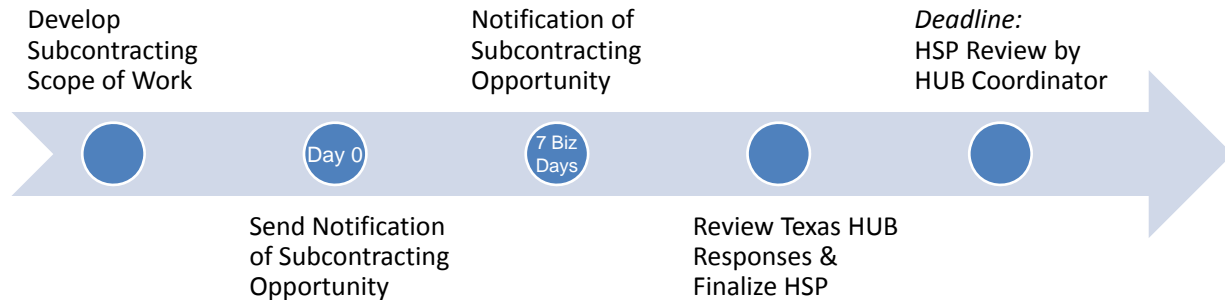
OPTION 3 – If you are subcontracting with HUB vendors and Non-HUB vendors (or only Non-HUB vendors), complete the following sections

- SEC 1.
 - Respondent and Requisition Information
- SEC 2.
 - A. Yes, I will be subcontracting portions of the contract
 - B. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors and Non-HUB vendors
 - C. No
 - D. No
- SEC 3.
 - Not Applicable
- SEC 4.
 - Affirmation
- Attach & Upload
 - Sections 1-4
 - Good Faith Effort (Attachment B) – Complete this attachment for each subcontracting opportunity from section 2B.
 - Letter of Transmittal



HSP Option 3: Subcontracting, HUB & Non-HUB

If you plan to subcontract any portion of this RFP, you must complete Good Faith Effort (GFE) Method B. This requires a **7 business day notification** of the subcontracting opportunity to Texas certified HUBs and trade organizations or development centers.



Texas Minority & Women Organization Links:
<http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

HSP Option 4: Self-Performing

OPTION 4 – If you are not subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete the following sections

- SEC 1. • Respondent and Requisition Information
- SEC 2. • A. No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- SEC 3. • Self Performance Justification
- SEC 4. • Affirmation
- Attach & Upload • Sections 1-4
• Letter of HUB Commitment



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Required HUB Documents for Proposal Submission

- Letter of Transmittal or Letter of HUB Commitment
- HSP completed depending on your firms circumstances (i.e. Option 1-4)



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HSP FAQ's

- **Question:** I am certified as a State of Texas HUB. Do I still have to fill out the HSP?
 - **Answer:** Yes, every Proposer must complete the HSP or their Proposal will be disqualified.
- **Question:** If my company is based outside of the State of Texas, do I have to fill out an HSP?
 - **Answer:** Yes, your company's place of business is not considered for a HSP.
- **Question:** What are the cases that would exempt a company from filling out a HSP for this RFP?
 - **Answer:** None. Every Proposer must complete an HSP or their Proposal will be disqualified.
- **Question:** What is the biggest reason a Proposal may be disqualified during the RFP process?
 - **Answer:** **HSP was not received** or the Good Faith Effort was not met.



Before Proposal Submission



You may send the HSP to the HUB Coordinator for a preliminary review.

***November 28, 2016 - 12:00 pm CDT on
December 2, 2016**



UT System HUB Program Contact Details

Cynthia Booker
 UT System Administration
 Office of HUB Development
 Office: 409-772-1353
cbooker@utsystem.edu

- For a preliminary review of your HUB Plan, you must submit by **November 28, 2016 – December 2, 2016** at **12:00 pm CDT.**
- **HSP must be submitted with your proposal response.** 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 proposals.

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MD Anderson Supplier Portal

[SciQuest Sourcing Director](#)

THE UNIVERSITY OF TEXAS
MD Anderson Cancer Center SUPPLIER MANAGEMENT PORTAL
 Making Cancer History™

Secure Account Login

Welcome to the University of Texas at MD Anderson Supplier Management Portal. Please login to begin.

✓ Please login to view the sourcing event.

Email

Password

[Trouble logging in?](#)

To create a new account please click the button below:

Please contact MD Anderson Supply Chain Management Help Desk at SupplyChainHelpdesk@mdanderson.org or +1 (713) 745-7937 for assistance.

For registered
 supplier, click
 Supplier Portal
 Login

If you are a
 new
 supplier,
 click to
 register.

SciQuest Tips

- Upload Files
 - One file per question
 - Multiple files require users to upload a zip file
- Answering questions
 - Review and Submit
 - Green **check** mark



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RFP Q&A



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Key Reminders

- All questions need to be sent in SciQuest by **November 15, 2016 at 5:00 PM CDT.**
- Addendums will be published in SciQuest. Addendums will include:
 - Pre-proposal Conference PowerPoint
 - List of attendees (online & in person) from Pre-Proposal Conference
 - Questions from suppliers & Answers from UT System
 - Additional questions or information communicated about the RFP
- Complete Your HUB Subcontracting Plan (HSP)
- Complete & Sign The Execution Of Offer and all items in the Submittal Checklist
- Deadline for RFP submittal is **December 8, 2016 at 3:00PM CDT.**



Sourcing Event Contact(s)

Nancy Martinez
Sourcing Specialist
(713) 563-5656
njmartinez@mdanderson.org

Kyle Barton
Contracts Manager
(713) 745-8339
kdbarton@mdanderson.org

Cynthia Booker
UT System Administration
Office of HUB Development
Office: (409) 772-1353
cbooker@utsystem.edu

UTMDACC SciQuest Contact
Office: (713) 745-7997
SupplyChainHelpdesk@mdanderson.org



Thank you for your participation!





RFP Submittal Deadline: **December 8, 2016** at **3:00 PM**
(CST)

Page 1 of 1

Addendum Issue Date: **November 21, 2016**

ADDENDUM 2
REQUEST FOR PROPOSAL
UTS/A57
FURNITURE-RELATED
SERVICES

DIRECT QUESTIONS TO: Nancy Martinez via the SciQuest System

ACKNOWLEDGEMENT OF THIS ADDENDUM 1 IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A57** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

Supplier Questions and Answers

1. What are the details for the review of the HUB Subcontracting Plan (HSP) draft?

Please submit your HSP draft for a preliminary review from **November 28, 2016 – 12:00 pm CDT on December 2, 2016** to Cynthia Booker. Cynthia's contact information is:
Cynthia Booker
cbooker@utsystem.edu
409-772-163

2. Does the vendor have to already have a subcontracting agreement with an Asset Management & Rental company prior to submitting their bid - or - is this something that can be done after Award if needed?

No, a subcontracting agreement does not have to be in place prior to the contract award. However, the Asset Management & Rental Company you plan to use should be identified and included as part of your HSP good faith effort.

3. Do you have an unlocked version of the HUB Subcontracting Plan (HSP) draft?

A new HUB Subcontracting Plan (HSP) has been uploaded to question 8.1.1. This document is unlocked.

4. Our company submits a HUB Subcontracting Plan (HSP) for RFP opportunity at various UT institutions. Is the HUB Subcontracting Plan (HSP) required every time?

For every contract opportunity with an expected value of \$100K or more, a HUB subcontracting plan (HSP) is required. The HSPs are not transferable from institution to institution.

5. In the Scope of Work: Section 5.4.5.3 (o), Section 5.4.5.3 (q) and in the Proposer's Survey question 6.6, 6.7, and 6.8 of the RFP, it addresses your company's ability to provide planning and design services, storage and staging, and delivery and installation at no charge for major capital projects. If the GPO contract allows for it, can we include it as a separate line item?

- Section 1.3 b, Amend as follows:

Delete: Major Capital Projects – purchases of furniture products associated with projects that exceed one hundred thousand in spend.

Insert: Major Capital Projects – purchases of furniture products associated with projects that exceed one million dollars in spend.

- Section 5.4.5.3 (o), Amend as follows:

Delete: Bear responsibility for the delivery of all products in first-class condition at the point of delivery, and in accordance with good commercial practice. For major capital projects, all products will be extended “free shipping,” with no handling, inside delivery charges or installation charges. Any additional transportation fees will be waived, such as: hazardous materials fees, fuel surcharges, etc. All other deliveries will be considered back-ordered if delivery exceeds five working days from order date.

Insert: For major capital projects, bear responsibility for the delivery of all products in first-class condition at the point of delivery, and in accordance with good commercial practice. For major capital projects it is preferred that all products will be extended “free shipping” with no handling, inside delivery charges or installation charges. Any additional transportation fees will be waived, such as: hazardous materials fees, fuel surcharges, etc. All other deliveries will be considered back-ordered if delivery exceeds five working days from order date.

- Section 5.4.5.3 (q), Amend as follows:

Delete: For major capital projects, Preferred Supplier will not charge an Institutional Participant for installation cost.

Insert: For major capital projects, it is preferred that Preferred Supplier will not charge an Institutional Participant for installation cost.

Depending on the Preferred Supplier's business model, proposer may propose charges to cover installation cost.

- Section 5.5, question 6.6, Amend as follows:
 - Delete: Please indicate that your company agrees to provide planning and design services at no cost to an Institutional Participant for major capital projects (ref. Section 1.3 of this RFP).
 - Insert: Please indicate that your company agrees to provide planning and design services at no cost to an Institutional Participant for major capital projects (ref. Section 1.3 of this RFP). If no, proposer will clearly state its pricing proposal in Price Schedule Attachment A.

- Section 5.5, question 6.7, Amend as follows:
 - Delete: Please indicate that your company agrees to provide at no cost to an Institutional Participant storage and staging furniture services for 90 days (ref. Section 1.3 of this RFP).
 - Insert: Please indicate that your company agrees to provide at no cost to an Institutional Participant storage and staging furniture services for 90 days, for major capital projects (ref. Section 1.3 of this RFP).

- Section 5.5, question 6.8, Amend as follows:
 - Delete: Please indicate that your company agrees to provide delivery and installation services at no cost to an Institutional Participant for major capital projects (ref. Section 1.3 of this RFP).
 - Insert: Please indicate that your company agrees to provide delivery and installation services at no cost to an Institutional Participant for major capital projects (ref. Section 1.3 of this RFP). If no, proposer will clearly state its pricing proposal in Price Schedule Attachment A.

- Attachment A has been amended to include pricing tier levels for major capital projects for Delivery/Installation and Planning/Design services.

6. In Section (I), it states we must integrate our asset management system with the Institutional Partners Internal System. What is that Internal System?

The internal system will vary by institution. Some examples of internal systems can include systems created by the institutions IT department and some institutions are using a third-party product.

7. This section requests the vendor to state what their average fill rate was over the last 12 months. What do you mean by "fill" rate?

This response can vary as a company may be able to keep furniture in stock and can provide products quickly by demand. This question will be removed from the Proposer's Survey.

8. How do we upload our supporting documents into the SciQuest response that are large in size/content?

Please upload supporting documents as one zip file. Proposers can include supporting documents to question 13.1.1. Uploading a file to a question is limited to 25mb in size.

9. How many contracts does the SSG team anticipate awarding from this RFP?

It is unknown until the responses have been reviewed by the evaluation team, however, it may be several.

10. Are we able to identify the geography in which our proposed rates are applicable?

The proposed rate will apply to the UT Supply Chain Alliance members. As part of a Proposer's business model, your response shall include the geographical areas that your company can service.

11. After award, what will be the process to update pricing rates as they will increase over a five year period?

As part of a Proposer's business model, your response shall include the length of time your company can guarantee fixed pricing. The Strategic Services Group will work with a Preferred Supplier to review price changes. Question 6.9 was added to the Proposer's Survey to address pricing updates.

12. This section states the vendor has to agree to storage for 90 days at no cost to the Institution. We would propose that 30 days would be acceptable. Is this only for day-to-day operations or does this include Capital Improvement projects?

We encourage you to offer the best proposal possible. We cannot offer advice on the best way to respond to the RFP.

13. On the Proposer's Survey, question 6.2 discusses the ancillary discounting structure and directs/refers us to section 5.4.5. Can you please advise on what section we are to refer to for question 6.2?

Question 6.2 in the Proposer's Survey will be changed to: *Define the discounting structure for ancillary furniture (ref. section 1.3)*

14. In Section 6 "Price Schedule and Affirmation" we were unable to location Section 5.6 referenced in the second paragraph. Is section 5.6 the same as the price schedules, Attachments A and B?

The referenced section is Section 5.4.6. A new Section 3 and 6 file has been uploaded to reference section 5.4.6.

15. In Section 5.5 "Proposer's Survey" we were unable to locate section 5.4.12 within Section 5.1 "Reporting". Section 5 "Specification, Additional Questions and Scope of Work" goes though section 5.4.8 and then into section 5.5. Can you send section 5.4.12?

Section 5.5, question 5.1, Amend as follows:

- Delete: Describe the capacity of your company to submit the reports described in 5.4.12 by Institutional Participants.
- Insert: Describe the capacity of your company to submit the reports by Institutional Participant (ref. section 5.4.8)

END OF ADDENDUM 2