

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

CORE LAB EQUIPMENT AND RELATED SERVICES

RFP No. UTS/A79

**Submittal Deadline: September 9, 2020
@ 3:00 PM, Houston Time**

Issued: July 24, 2020

Issued By: Carletha Hughes,
Contracts Manager

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 \$21.7 billion, UT System has a current student enrollment of nearly 240,000. UT System employs about 104,000 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 non-UT System 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 (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 qualified suppliers, for Core Lab Equipment and related services more specifically described in **Section 5.4.1** (Scope of Work) of this RFP (collectively, the “**Products**”). The successful Proposer(s) to whom business may be awarded is referred to in this RFP as the “**Preferred Supplier**.”

Specifically, this RFP process should:

- Provide a comprehensive and guaranteed pricing structure for the Products;
- Leverage the aggregate purchasing volumes of Institutional Participants;
- Achieve cost savings for Institutional Participants;
- Create a process for utilizing Preferred Supplier to meet the needs of the Institutional Participants for corrective and preventative maintenance services relating to the Products;
- Improve overall customer satisfaction; and
- Enhance relationships between Preferred Supplier and Institutional Participants.

UT System seeks to identify the proposer(s) that will provide the most practical and cost-effective business model to serve the needs of Institutional Participants as their preferred supplier for the Products. UT System hope to conclude an agreement that will provide Institutional Participants with access to the Products at discounted prices and that will permit all parties to reduce procurement and transaction costs and improve business processes.

Proposer should propose charges for the Products that will be guaranteed to be discounted as compared to the then-current market rates for comparable products available from the Original Equipment Manufacturer (“**OEM**”) or other reputable providers. UT System will work through the Alliance to team with the Preferred Supplier to develop business processes that will foster a strong working relationship and produce a win-win for all parties.

The 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 as part of Proposer’s response.

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

1.3 Background and Scope of Opportunity

UT System is soliciting pricing and service offerings from OEMs and OEM distributors to provide the Products. The successful Proposer(s) will provide the Products to all Institutional Participants wishing to participate in a final UT System contract with the successful Proposer(s).

UT System has existing agreements with preferred suppliers of the core lab equipment that is the subject of this RFP. The existing agreements are scheduled to expire in February 2021. The aggregate spends by all Institutional Participants under these existing agreements for the UT System fiscal year ending August 31, 2019 was approximately \$7.2million annually. As a result, the winning Proposer under this RFP will have the opportunity to capture business with an aggregate sales volume of about \$36 million over the anticipated five (5) years of the agreement resulting from this RFP.

This estimated aggregate spends noted above is based upon historical spend reports of institutions that may participate in any agreement resulting from this RFP and is only an estimate of possible future volume. The intent of the Alliance to market the selected Preferred Supplier to all affiliated institutions, which include various non-UT System institutions of higher education, so annual spend volumes could be higher than the above estimate.

THE ABOVE FIGURES ARE ESTIMATES ONLY. PRODUCTS AND SERVICES 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 OF PRODUCTS OR SERVICES, 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 **September 9, 2020** (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**”):

Carletha Hughes, Contracts Manager
UT System Supply Chain Alliance
cdhughes@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 **August 13, 2020**. 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;

- 2.3.1.2 Ability of UT System to comply with laws regarding purchases from persons with disabilities.
- 2.3.1.3 Whether Proposer has knowingly or intentionally failed to comply with Texas Government Code, Chapter 552, Subchapter J in a previous bid or contract and, if so, whether Proposer has taken adequate steps to ensure future compliance with the requirements of that Subchapter J (see **Section 2.6** of this RFP.)

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;
- 2.3.2.7 Proposer's diversity and inclusion activities; and
- 2.3.2.8 Proposer's exceptions and redlines as set forth in **Section 4** of this RFP.

2.4 Key Events Schedule

Issuance of RFP	July 24, 2020
Deadline for Indicating Interest in Attending Pre-Proposal Conference (ref. Section 2.7 of this RFP)	July 31, 2020 5:00 PM Houston Time
Pre-Proposal Conference (ref. Section 2.7 of this RFP)	August 10, 2020 10:00 AM Houston Time
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	August 17, 2020 5:00 PM Houston Time
Submittal Deadline (ref. Section 2.1 of this RFP)	September 9, 2020 3:00 PM Houston Time
Selection of Finalists	October 2020
Finalists Interviews and Negotiations	October 2020
Anticipated Contract Award(s)	December 2020 /January 2021

IMPORTANT NOTICE: The Key Events Schedule represents many sourcing and contracting activities occurring within a short period of time. Proposer would need 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 must understand the importance of concluding a fair, final agreement with UT System quickly, in order to meet the urgent needs of UT System institutions served by the Alliance. With this in mind, Proposer must:
 - (a) if requested by the Alliance, make its chief legal and business officers available, for concurrence in a “kick-off call” conducted in advance of any contract award, in a written, non-binding term sheet containing all key business terms;
 - (b) make its chief legal and business officers available for commencement of subsequent contract negotiations within 72 hours of notice of award;
 - (c) assign to the contract negotiations task its most senior and experienced legal counsel who has responsibility for contracting (with a strong preference for the Proposer’s general counsel) and who has significant business acumen and strategic focus; and
 - (d) assign to the contract negotiations task a strategic, senior business representative with ultimate decision-making authority on the contract, and who will remain directly engaged with UT System and immediately available and responsive to UT System throughout the negotiations.
3. Negotiations of the agreement resulting from any contract award usually will take place face-to-face in order to expedite the contracting phase, and the awarded Proposer must be prepared to participate in these discussions, with the intention of achieving final agreement on all key terms before the face-to-face discussions are concluded. The anticipated location of this activity is Houston, Texas.
4. Proposer is requested to reference **Section 4.1** of this RFP (General Terms and Conditions) and must provide any redlines 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 Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Section 20.285, 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.

Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including the requirements set forth in Utilization of Historically Underutilized Businesses attached as **APPENDIX TWO** and incorporated herein for all purposes. 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 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 Jaggaer 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 2.7** 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 Requirements Related to the Texas Public Information Act

Chapter 552 of the *Texas Government Code* sets forth the Texas Public Information Act (TPIA). Subchapter J of the TPIA (“**Subchapter J**”) applies to each state contract with a non-governmental contractor for the purchase of \$1 million or more of goods/services. The contractor under such a contract is required to provide to the governmental body contracting information (as defined in Section 552.003(7) of the *Texas Government Code*) related to the contract that is in the custody or possession of the entity and not maintained by the governmental body, if the governmental body receives a written request for that contracting information under the TPIA.

Notwithstanding any other provision of this RFP, UT System may not accept a proposal for an agreement or contract resulting from this RFP or award such an agreement or contract to a Proposer that UT System has determined has knowingly or intentionally failed to comply with Subchapter J in a previous bid or contract, unless UT System determines and documents that Proposer has taken adequate steps to ensure future compliance with the requirements of Subchapter J. **Correspondingly, each Proposer must identify in its proposal whether it has knowingly or intentionally failed to comply with Subchapter J in a previous bid or contract, and, if so, what adequate steps the Proposer has taken to ensure future compliance with the requirements of Subchapter J.** Failure of Proposer to provide the above information, or Proposer’s provision of inaccurate information, will result in that Proposer’s proposal being disqualified as nonresponsive to this RFP. UT System may also independently obtain and consider information for the purpose of making a determination regarding whether Proposer has knowingly or intentionally failed to comply with Subchapter J in a previous bid or contract and whether Proposer has taken adequate steps to ensure future compliance with the requirements of Subchapter J.

The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to any contracts or agreements resulting from this RFP, and any Preferred Supplier under the Agreement resulting from this RFP (ref. **Section 2.3**) agrees that the Agreement can be terminated if Preferred Supplier knowingly or intentionally fails to comply with a requirement of that Subchapter J.

2.7 Pre-Proposal Conference

UT System will hold a pre-proposal conference at **10:00 AM**, Houston Time, on **August 10, 2020**, with Proposers attending a 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 5:00 PM Houston Time, on July 29, 2020**, whether it will attend the Pre-Proposal Conference, by emailing the UT System Contact. UT System will provide complete details and instructions (including personal computer requirements).

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 Jaggaer e-sourcing tool. To register for participation in this RFP, please email 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 Jaggaer 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**”), under which the signing institutions agree to participate in the Agreement and abide by its terms.

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

The terms and conditions contained in the sample documents included in **APPENDIX THREE** or, in the sole discretion of UT System, terms and conditions substantially similar to such terms and conditions, will constitute and govern any agreement that results from this RFP. **UT System’s strong preference is to award a contract to a Proposer that accepts the sample documents as written. If Proposer takes exception to any terms or conditions set forth in APPENDIX THREE, Proposer must submit detailed redlines to the sample documents (as well as to the proposed Scope of Work contained in Section 5.4) as part of its proposal in accordance with Section 5.3 of this RFP.** Proposer’s redlines will be reviewed by UT System and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s redlines do not result in disqualification of Proposer’s proposal, UT System may consider Proposer’s redlines when UT System evaluates the Proposer’s proposal. **If Proposer does not submit redlines, Proposer will be deemed to have accepted all the UT System terms and conditions embodied in the sample documents, and the wording for the Scope of Work contained in Section 5.4 of this RFP, and there will be no further negotiation of these materials.**

SECTION 5

SPECIFICATIONS, ADDITIONAL QUESTIONS AND SCOPE OF WORK

5.1 General

The requirements and specifications for the Products, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below.

It is the intent of the UT System to award a single proposer as the sole Preferred Supplier for the products. Such single award however, will depend on Proposer's ability to meet the demands for product offerings, delivery capabilities, and other requirements of this RFP for the Institutional Participants at their respective locations.

5.2 Minimum Requirements

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

- 5.2.1 Preferred Supplier must pay to the Alliance an administrative fee of two and one-quarter percent (2.25%) of the Total Net Sales made under the Agreement (ref. **Section 6.2** of this RFP). This fee will be payable quarterly, based on the Total Net Sales made by Preferred Supplier under the Agreement during the related quarter. "**Total Net Sales**" means total revenue received by Preferred Supplier for Products (inclusive of all related services and accessories, such as cartons, boxes and shelving) purchased by Institutional Participants, less unpaid invoices. The fee will be used to defray (among other things) the costs incurred by the Alliance, as UT System's own, in-house group purchasing organization, in organizing, implementing, sustaining and optimizing group procurements for UT System institutions.
- 5.2.2 Proposer must be willing and able to supply the Products directly to Institutional Participants, and not to UT System or the Alliance. If Proposer is a core lab equipment manufacturer only (and not a distributor of its products to the general public), it must indicate in its RFP response its willingness and ability to sell the Products directly to Institutional Participants. In the alternative, a core lab equipment manufacturer may arrange for one or more of its authorized resellers to submit a response to this RFP, with the authorized reseller (distributor) proposing the pricing and other terms under which the reseller would supply the Products directly to Institutional Participants.

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 mentioned in **Section 4** of this RFP, Proposer must submit detailed redlines of proposed changes, as described in **Section 4**.
- 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 use of TEC's electronic filing system, by reviewing information on the TEC website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. **The Certificate of Interested Parties must be submitted by Preferred Supplier upon delivery to UT System of a signed Agreement.**

5.4 Scope of Work

The details noted below will form the basis for the Scope of Work to be included in the Agreement concluded between UT System and Preferred Supplier.

- 5.4.1 General Description. Preferred Supplier will provide the following Core Lab Equipment, including installation and other related services, to Institutional Participants in a manner consistent with UT System's objectives and requirements:
- centrifuges & rotors
 - micro-centrifuges & rotors
 - specialty freezers (e.g., -80's)
 - specialty refrigerators (e.g., chromatography etc.)
 - analytical balances
 - incubators, shakers
 - biological safety cabinets
 - spectrophotometers
 - water purification systems
 - plate readers

The following outlines the essential service requirements for provision of the Products. Proposer acknowledges and understands that this RFP provides a general description of

the work to be performed and is not intended to be all-inclusive. Proposer represents that it is familiar with the requirements and general conditions that are essential and necessary to provide a comprehensive program for the Products consistent with industry best practices and in accordance with all licensing, regulations, and professional standards.

Preferred Supplier will provide goods and services to Institutional Participants as their preferred Products supplier. The Agreement resulting from this RFP will provide Institutional Participants with access to the Products at discounted prices and is intended to permit all parties to reduce procurement and transactions cost and improve business processes.

UT System acknowledges that each Proposer has an existing business model and may choose to supply the Products to UT System in a variety of ways that best suit the Proposer's organization and market approach. Notwithstanding this, the following are the minimum required service requirements necessary for successfully implementing the Agreement.

5.4.2 Pricing

5.4.2.1 Preferred Supplier will provide the Products to Institutional Participant at the agreed upon prices per the schedules incorporated and made a part of the Agreement. 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. ("**UT System Contract Administrator**" will be the individual designated by UT System to be responsible for day-to-day management of the Preferred Supplier-UT System relationship and to serve as the Preferred Supplier's primary contact for and on behalf of Institutional Participants on all matters relating to this Agreement.) Notwithstanding the foregoing, Preferred Supplier may provide 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 with the UT System Contract Administrator.

5.4.2.2 If Preferred Supplier offers to any federal, state or local governmental entity a price for Products that is lower than set forth in the Agreement's price schedule (excluding any additional volume discounts and promotional discounts provided on a periodic basis to any Institutional Participant), then that lower price will become the new price for all Institutional Participants within five (5) business days after the lower price was offered. Preferred Supplier will document in written email correspondence with the UT System Contract Administrator all such occurrences of such lower prices being offered, and all such lower pricing will be incorporated into and made a part of the Agreement for all purposes once so documented.

- 5.4.2.3 All prices quoted to UT System or Institutional Participants will be inclusive of all costs and fees due and payable to Preferred Supplier by Institutional Participant consistent with the price schedules.
- 5.4.2.4 Preferred Supplier and the UT System Contract Administrator will review all price structures for the Products on a periodic basis as determined by the UT System Contract Administrator. Preferred Supplier's initial and subsequent pricing will be benchmarked by the UT System Contract Administrator for market competitiveness. Preferred Supplier agrees to negotiate in good faith to adjust pricing, if necessary, to remain competitive. Should pricing for products listed in the Agreement change during such reviews, such changes will be agreed to by Preferred Supplier and the UT System Contract Administrator and documented in writing.
- 5.4.3 Campus Requirements.
- 5.4.3.1 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.
- 5.4.3.2 Preferred Supplier will establish with each Institutional Participant campus-specific delivery methods, delivery schedules, and delivery locations.
- 5.4.3.3 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.
- 5.4.4 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. 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 overall implementation of the Agreement at each Institutional Participant and providing updates to the UT System Contract Administrator; (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 Periodic Business Reviews ("PBRs"); 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.
- 5.4.5 Ordering.

- 5.4.5.1 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).
- 5.4.5.2 Preferred Supplier will accept purchasing card (“**P-card**”) orders at no additional costs, fees or handling charges and will provide data reporting at least as detailed as that required for “Level 3” card processing.
- 5.4.5.3 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.
- 5.4.5.4 Each purchase order or PCT will include the ordering Institutional Participant's specific “ship to” and “invoicing and bill to” information.
- 5.4.6 Delivery and Shipping. Preferred Supplier will provide and ship the Products directly to the Institutional Participants under the terms and conditions set forth in the Agreement.
- 5.4.6.1 All products will be delivered FOB Destination, with shipping prepaid and included in the price of the Products, without additional charge, unless otherwise agreed in writing.
- 5.4.6.2 Each shipment must be individually wrapped, packed and labeled. A packing label must be on each box and must include the following items visible on the outside of the box:
- Preferred Supplier order number
 - Ordering customer's name and unit (department, agency, division, etc.)
 - Delivery address (with floor and room number, where appropriate)
 - Purchase order number

A packing slip must be included with each shipment, and must include at least the following information in no particular order:

- Purchase order number
- Line item description(s)
- Product item number(s)
- Quantity ordered
- Quantity included in shipment
- Status of back order items
- Unit price
- Number of parcels
- All information contained on the packing label

- 5.4.6.3 Acceptance of the total delivery by signature based on total package count and manifest will not represent transfer of responsibility to the Institutional Participant for the contents of the package. In the event of shortage, overage or damage within the package, Preferred Supplier will accept Institutional Participant documentation for resolution.
- 5.4.6.4 Institutional Participant may, at its sole option and discretion, designate its own carrier for transportation of products purchased from Preferred Supplier. In such event, Institutional Participant will be responsible for and pay directly to its designated third-party carrier for all transportation delivery charges incurred.
- 5.4.6.5 There will be no handling or inside delivery charges. Any additional transportation fees will be waived, such as hazardous materials fees, fuel surcharges, etc.
- 5.4.6.6 Preferred Supplier will track all shipments and upon request will provide a shipment status report to Institutional Participant.
- 5.4.6.7 If Proposer would be required to distribute certain products or consumables in connection to Core Lab Equipment through a prime distributor, please provide current relationships with affected distributors in the pricing sheet (see **Attachment A**).
- 5.4.7 Maintenance and Repair Services, Warranties and Returns.
- 5.4.7.1 Preferred Supplier will offer preventative maintenance and repair services, as applicable, for the Products it supplies, at additional charges to be specified in the Agreement.
- 5.4.7.2 If Preferred Supplier is a non-manufacturer distributor, it will pass through to Institutional Participants the OEM's standard warranties on all Products supplied. In addition, even if Preferred Supplier is only a non-manufacturer distributor, Preferred Supplier will warrant that all Products sold to Institutional Participant will be:
- a) New and genuine and in conformity to published specifications.
 - b) Free from defects in design, materials or workmanship.
 - c) Provided in the manufacturer's original packaging (unless otherwise requested).
 - d) Sold or manufactured via legal and reputable channels.
 - e) Not misbranded.
 - f) Owned by Preferred Supplier at the time of sale, free and clear of all encumbrances.
- 5.4.7.3 Warranty coverage will commence when equipment is fully operational and all required services for equipment including uncrating, installation, set-up and/or calibration by the Preferred Supplier are complete and accepted by Institutional Participant.

- 5.4.7.4 Preferred Supplier will provide a 60-day, hassle-free return policy, without handling charges, return shipping charges, or restocking fees. To ensure prompt handling, Institutional Participants must obtain a return goods authorization number from Preferred Supplier and reference this number on return shipping documents. Returns made without the authorization number will be returned to Institutional Participants freight collect. Preferred Supplier may reverse any credit issued to Institutional Participants for any Product not returned after authorization and request by Preferred Supplier. Products to be returned will be picked up by Preferred Supplier within five (5) business days after notification, and Preferred Supplier will provide to Institutional Participant a written receipt confirming return of Product at time of pick up.
- 5.4.7.5 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.
- 5.4.7.6 Should any action cause visible damage to 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 Products and/or authorize a return of the Products and ship replacements.
- 5.4.7.7 Preferred Supplier will track all returned shipments and upon request will provide a shipment status report to Institutional Participant.
- 5.4.8 Invoicing and Payment.
- 5.4.8.1 Preferred Supplier will invoice Institutional Participants, not UT System or the Alliance. Due to the numerous e-procurement platforms used by Institutional Participants, detailed invoicing requirements will be established by agreement between Preferred Supplier and each Institutional Participant. Each invoice relating to the Agreement will reference the appropriate Participating Institution purchase order number and include a detailed description of the products to which it relates.
- 5.4.8.2 Each Institutional Participant is solely responsible for the payment of any purchase order 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.
- 5.4.8.3 Institutional Participants will remit payments of invoices issued under the Agreement on a Net 30 Days basis, subject to requirements of the Texas Prompt Payment Act.
- 5.4.8.4 Preferred Supplier will resolve all order and invoice discrepancies (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.

- 5.4.9 Inspection of Facilities. Institutional Participant reserves the right to inspect Preferred Supplier's facilities at any time, to verify that Preferred Supplier has the resources necessary and appropriate, as determined by commercially reasonable standards in the industry, to meet all of the Preferred Supplier's duties and obligations as set forth in the Agreement.
- 5.4.10 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, the reports will provide:
- 5.4.10.1 Sales History Report: sales for the current quarter and for total calendar year to date to each Institutional Participant, with sales broken out by manufacturer name, manufacturer product number, supplier product number, description, total units/quantity sold, total sales dollars, and invoice date.
- 5.4.10.2 Off-Contract Pricing Report: sales for the current quarter made to each Institutional Participant of products and services sold at prices below the prices in the Agreement.
- 5.4.10.3 Off-Contract Product Report: sales for the current quarter made to each Institutional Participant of products and services outside the scope of the Agreement.
- 5.4.10.4 HUB Report: information as required by the HUB subcontracting plan, as applicable.
- 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 **Rider 4**. Preferred Supplier will submit the Sales History Report for all sales or credits made by Preferred Supplier during the term of the Agreement to each Alliance member and affiliate, even if they have not signed an Institutional Participation Agreement. Sales or credits made to Institutional Participants under other agreements, such as a local agreement between Preferred Supplier and Institutional Participant, are not required to be reported in the Sales History Report. Total Net Sales reported by Preferred Supplier are subject to the administrative fee referenced in **Section 5.2**.
- 5.4.11 Product Shows and Demonstrations. At the discretion and upon request of each Institutional Participant, Preferred Supplier will hold at least one (1) annual product show to promote the purchase of products covered by the Agreement. The show will be no less than three (3) hours in length. Booth coverage will begin at the start of the event, extend through the lunch hour, and continue to the end of the event. All costs associated with show, including but not limited to room rental, tables/chairs/booths, audio visual, parking passes, food and beverages and signage, will be borne by Preferred Supplier. All reservations and coordination efforts with the rental facility are the responsibility of

the Preferred Supplier. Additional breakout rooms/spaces for special presentations and/or training may be available.

At the discretion and upon request of each Institutional Participant, Preferred Supplier will provide educational and technical demonstrations for the display of new technologies, products and services available under the Agreement, and these demonstrations will be made widely accessible to Institutional Participant's faculty and staff. Preferred Supplier will bear all associated costs.

5.4.12 Preferred Supplier Relationship Management

Preferred Supplier and the UT System Contract Administrator will meet periodically to conduct a Periodic Business Review ("**PBR**") as further described in **APPENDIX THREE – 400**.

5.4.13 Product Catalog Management

5.4.13.1 Discontinued Products. Preferred Supplier will communicate manufacturer's discontinuation of any Products to the UT System Contract Administrator in writing within ten (10) business days after first being made aware of the manufacturer's discontinuation. In such instances, Preferred Supplier will work with the UT System Contract Administrator to identify and implement alternative options that will maintain or reduce costs associated with the Products being replaced. Preferred Supplier will offer suggested replacements of discontinued Products at least 30 days prior to discontinuation, including replacement part number, description, list price, applicable discount, and final price.

5.4.13.2 Addition of New Products. New Products may be included, as they become available (when added to Preferred Supplier's catalog and that are within the categories awarded to the Preferred Supplier) during the term of the Agreement, after obtaining the prior written approval of the UT System Contract Administrator.

5.4.14 Manufacturer Notifications, Safety Updates, and Recall Notices

Preferred Supplier promptly will provide Institutional Participant with safety/recall updates for any Products furnished under the Agreement.

5.5 **Proposer's Survey**

Proposer must complete and respond to all questions contained in the Proposer's Survey – See ATTACHMENT C

The Proposer's Survey contains a list of additional questions the Proposer will answer when responding to this RFP. The questionnaire will provide each Proposer the opportunity to explain how its proposal meets UT System's needs. Responses to the Proposer's Survey will offer UT System insight into company financial information, account management plan, customer references, price protection guarantees, etc.

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 Jaggaer (formerly 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.

5.6 Attachment A – Price Schedule

- 5.6.1 **Category Pricing:** When submitting its completed **Attachment A** (ref. **Section 6.1** of this RFP), Proposers must submit product line pricing based on the categories listed in **Section 5.4.1** of this RFP. For example, if a Proposer carries centrifuges, then the Proposer must submit pricing on **all** centrifuges and models that are available for sale. Proposer should submit the net unit price and not a "list less discount" structure. Proposer may submit pricing for any or all categories listed.
- 5.6.2 The blank, attached Price Schedule (**ref. Attachment A**) contains the required format for pricing for each category. All pricing **must** be submitted in this format. At the top of each Core Lab Equipment category tab within the Price Schedule, historical spend information (FY2014 spend) by Institutional Participants in the aggregate is provided. Please use this sales volume as the basis for pricing, although it should be understood that UT System and Institutional Participants will have no obligation to purchase any specific or minimum amount of goods, supplies, equipment or services from any Proposer or Preferred Supplier.

5.7 Attachment B – Proposal Value-Added Worksheet

A **Proposal Value-Added Worksheet** (ref. **Attachment B**) must be completed for each category of Core Lab Equipment included in Proposer's proposal. On each form, please indicate value-added components for each category proposed, including any:

- 5.7.1 **New lab start-up promotions:** indicate what can be extended in a particular category. Any unforeseen special promotions that arise over the course of the contract(s) should be extended to Institutional Participants under the Agreement.
- 5.7.2 **Trade-In Allowances:** indicate what "trade-in" credits or range of credit and/or what "free" product(s) will be offered in a particular category.
- 5.7.3 **Shipping/Inside delivery/Installation:** UT System is looking for the Proposer's most competitive shipping proposal. "Free" shipping should be extended for all categories of equipment offered. Inside delivery should be included and is requested on all categories of equipment that typically require special handling, uncrating, installation, set-up and/or calibration services performed by the supplier. All packing material should be removed from the premises by the party who executes the inside delivery. Special handling, uncrating, installation, set-up, and/or calibration of any equipment should be "free" of charge.

- 5.7.4 **Warranties:** Please indicate warranty periods for each category and whether extended warranties will be offered if selected as a Preferred Supplier.
- 5.7.5 **Maintenance/Service Offering:** Please indicate any preventative maintenance, calibration, or cleaning services that will be offered if Proposer is selected as a “Preferred Supplier.”

5.8 Quality Presentations

If Proposer offers to supply products in categories not specified in **Attachment A** (Pricing), or proposes to supply product brands not presently used by Institutional Participants, Proposer may be required to furnish appropriate, additional technical product information after the Submittal Deadline, substantiating the Proposer’s capability of meeting the Institutional Participants’ product quality requirements. This may involve a presentation by affected Proposers. Further details will be furnished to affected Proposers on an as-needed basis.

SECTION 6

PRICE SCHEDULE AND AFFIRMATION

6.1 Price Schedule

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

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 Core Lab Equipment and Related Services
RFP No. UTS/A79

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 Products 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.

Proposer agrees that if Proposer is awarded an agreement under this RFP, it will provide to UT System a quarterly administrative fee of two and one-quarter percent (2.25%) of the Total Net Sales made by Preferred Supplier under the Agreement. *[Note to Proposer: this will be addressed in the Agreement's Scope of Work.]* "**Total Net Sales**" is defined in **Section 5.2.1** of this RFP. In the event any administrative fee is not paid within thirty (30) days after the end of the calendar quarter to which it relates, UT System may, in its discretion, assess interest on late payment of the administrative fee at the lesser of (a) one and one-half percent (1.5%) per month, or (b) the maximum interest rate legally permitted. For the purpose of determining whether interest is due, Proposer will not be deemed to have satisfied the fee payment requirements until the entire balance of the administrative fee due and payable has been received by UT System.

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 Jaggaer. 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, 552.104, 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 Jaggaer 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

All Proposers are **REQUIRED** to complete the HUB documentation. Proposals that do not include this documentation will be automatically rejected.

For any questions or assistance regarding the HUB documentation, please contact Cynthia Booker at 409-772-1353 or via email at cbooker@utsystem.edu

The fillable form can be found at:

<https://www.utsystem.edu/offices/historically-underutilized-business/hub-forms>

The goal for this event is 26%

Instructions:

- (1) Click on the References link, download and print the APPENDIX TWO - HUB UTILIZATION PDF document.
- (2) Complete the attached documentation appropriately.
- (3) Sign, scan and save the completed document to your local computer as an Adobe PDF file.
- (4) Click on Attach a File to upload the scanned document to the RFP.

APPENDIX THREE

SAMPLE PREFERRED SUPPLIER AGREEMENT

for

CORE LAB EQUIPMENT AND 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 core lab equipment and 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 3** and incorporated for all purposes, to be executed by each Institutional Participant.

“Products” means _____.

“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 unilaterally 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 products comparable to the Products, 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 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 Products available for purchase by Institutional Participants after _____ (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.
- The Administrative Fee provided for in **Rider 1** (Scope of Work) will apply to all goods and services purchased hereunder during the Transition Period, and all related obligations of Preferred Supplier under this Agreement (such as to report sales volumes to UT System) will continue during such period.
- The Administrative Fee will apply to all future payments made by Institutional Participants for purchases of services initiated during this Agreement, including the Transition Period, even if such payments are made following expiration of 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
210 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 13.2339
Houston, TX 77030
Attention: Executive Director
Fax : 713-792-8084
Email: jabonnardel@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
 210 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 13.2339
 Houston, TX 77030
 Attention: Executive Director
 Fax: 713-792-8084
 Email: jabonnardel@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 its performance 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 its performance 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 1**, 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 an Institutional Participant, Preferred Supplier will refund the full amount of such overpayments within thirty (30) days of such audit findings. Institutional Participant, at its option, reserves the right to deduct such amounts owing to Institutional Participant from any payments due to Preferred Supplier.

SECTION 18 – Access to Documents:

To the extent applicable to this Agreement, in accordance with Section 1861(v)(1)(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 Preferred 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 obligations hereunder 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 Preferred 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 After the execution and delivery of this Agreement and prior to any performance hereunder, Preferred Supplier will deliver to Institutional Participant:

- 19.2.1** Evidence of insurance on a Texas Department of Insurance (TDI) approved certificate form (the Acord form is a TDI-approved form) verifying the existence and actual limits of all required insurance policies. 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 Preferred 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 Preferred Supplier. The Commercial General Liability Additional Insured endorsement including ongoing 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** Preferred 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. Preferred Supplier will notify Institutional Participant within ten business days after being notified by Preferred

Supplier's insurance carrier of, and at least 15 days prior to, any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 19**.

19.2.4 Preferred 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 Preferred 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 Preferred 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. Preferred 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 Preferred Supplier to purchase an Extended Reporting Period Endorsement, effective for 24 months after the expiration or cancellation of the 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:

- (1) UT System’s Conflicts of Interest Policy available at <https://www.utsystem.edu/board-of-regents/policy-library/policies/uts180-conflicts-interest-conflicts-commitment-and-outside>;
- (2) UT System’s Standards of Conduct Guide available at <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>; and
- (3) applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/general-counsel/ethics#use>.

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 5** 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 all charges due under this Agreement on a Net 30 Days basis, subject to detailed requirements of the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*. 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 6** 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.

36.4 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**.

36.5 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.

36.6 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.

Pursuant to Section 552.372, *Texas Government Code*, Preferred Supplier must:

- (1) preserve all contracting information (ref. Section 552.003(7), *Texas Government Code*) related to this Agreement as provided by the records retention requirements applicable to UT Party for the duration of this Agreement;

- (2) promptly provide to the UT Party any contracting information related to this Agreement that is in the custody or possession of Preferred Supplier on request of UT Party; and
- (3) on completion of this Agreement, either:
 - (A) provide at no cost to UT Party all contracting information related to this Agreement that is in the custody or possession of Preferred Supplier, or
 - (B) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to UT Party.

The requirements of Subchapter J, Chapter 552, Texas Government Code (“**Subchapter J**”) may apply to this Agreement, and Preferred Supplier agrees that this Agreement can be terminated if Preferred Supplier knowingly or intentionally fails to comply with a requirement of Subchapter J.

UT Party may not accept a bid for a contract described by Section 552.371, *Texas Government Code* or award the contract to an entity that UT Party has determined has knowingly or intentionally failed to comply with Subchapter J in a previous bid or contract described by Section 552.371, unless UT Party determines and documents that the entity has taken adequate steps to ensure future compliance with the requirements of Subchapter J.

If Preferred Supplier fails to comply with the requirements of Subchapter J applicable to Preferred Supplier, then UT Party will provide written notice to Preferred Supplier stating the requirement(s) of Subchapter J that Preferred Supplier has violated. Such notice will also advise Preferred Supplier that UT Party may terminate this Agreement without further obligation to Preferred Supplier if (a) Preferred Supplier does not cure the violation on or before the 10th business day after the date UT Party provides the notice, (b) UT Party determines that Preferred Supplier has intentionally or knowingly failed to comply with a requirement of that Subchapter J, and (c) UT Party determines that Preferred Supplier has not taken adequate steps to ensure future compliance with the requirements of Subchapter J. For purposes of the above, Preferred Supplier has taken adequate steps to ensure future compliance with Subchapter J if: (1) Preferred Supplier produces contracting information requested by UT Party that is in the custody or possession of Preferred Supplier not later than the 10th business day after the date UT Party makes the request and (2) Preferred Supplier establishes a records management program to enable Preferred Supplier to comply with Subchapter J.

36.7 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.

36.8 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 – Non-Exclusivity; No Required Quantities or Minimum Amounts:

Preferred Supplier understands that this Agreement is non-exclusive and does not obligate UT Party to purchase from Preferred Supplier any or all of its requirements for goods or services that are the same as or similar to the goods or services provided hereunder. This Agreement does not establish any dollar amount of goods or services that UT Party must purchase from Preferred Supplier during the term of this Agreement.

SECTION 40 – 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 41 – Certification regarding Boycotting Israel:

Pursuant to Chapter 2270, Texas Government Code, Preferred Supplier certifies that it (1) does not currently boycott Israel; and (b) will not boycott Israel during the term of this Agreement. Preferred

Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

SECTION 42 – Certification regarding Business with Certain Countries and Organizations:

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Preferred Supplier certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Preferred Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

SECTION 43 – 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 44 – 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 45 – 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 46 – 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 47 – 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 48 – 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 49 – 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 50 – 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 51 – 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 52 – 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 53 – Cybersecurity Training Program:

If Preferred Supplier and/or its subcontractors, officers, or employees will have an account on a State of Texas computer system (for example, an account to an application, database, or network), then pursuant to Section 2054.5192, *Texas Government Code*, Preferred Supplier and its subcontractors, officers, and employees using such an account must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* and selected by UT System. The cybersecurity training program must be completed by Preferred Supplier and its subcontractors, officers, and employees during the term and any renewal period of the Agreement. Preferred Supplier will verify completion of the program to UT System.

SECTION 54 – Attachments:

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

Rider 1 – Scope of Work

Rider 2 – Price Schedule

Rider 3 – Institutional Participation Agreement Form (see APPENDIX THREE-3)

Rider 4 – Supplier Relationship Management (see APPENDIX THREE-4)

Rider 5 – HUB Subcontracting Plan

Rider 6 – 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 - 3

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 core lab products and related services at discounted pricing.

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 the subject products and 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 materials involving products and 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 products or 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 periodic 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 - 4

SUPPLIER RELATIONSHIP MANAGEMENT PROGRAM

Supplier Relationship Management (“SRM”) Program Requirements

The Alliance SSG will conduct Periodic Business Reviews (“PBRs”) of Preferred Supplier’s performance under this Agreement beginning approximately six (6) months after the Effective Date of this Agreement and four times annually thereafter (generally scheduled within sixty (60) days after the end of each quarter), based on the Alliance SSG’s assessment of contract performance risk as “high spend, low complexity.”

Periodic Business Reviews

At each PBR, the Alliance SSG will evaluate Preferred Supplier’s performance based on the Key Performance Indicators (“KPIs”) listed below.

- a. Account Management
- b. Price Compliance
- c. System Ordering
- d. Delivery Performance
- e. Service & Support
- f. Customer Satisfaction (feedback from institutions)
- g. Administrative Fees & Incentive Payments

KPI Reporting

Preferred Supplier will report to the Alliance SSG at each PBR on the following KPIs.

ACCOUNT MANAGEMENT REPORTS & METRICS

- Year-to-date and period-over-period spend.
- Price rationalization activities and impact on savings and value-add.
- HUB report summary and breakdown for previous months. Monthly report due by 10th of each month. Number of reports due after 10th not to exceed 0%.
- Number/Percentage of items incorrectly shipped. Not to exceed 1%.

PRICE COMPLIANCE REPORTS & METRICS

- Number/Percentage of invoice price discrepancies: Not to exceed 2%
- Non-Standard items with invoice price discrepancies: Not to exceed 5%

SYSTEM ORDERING AND DELIVERY PERFORMANCE REPORTS & METRICS

- Number of return orders
- Average ship days
- Fill rate percentage - 98% for Standard Configurations and Non-Standard items.
- Report on back-ordered line detail
- First time fix rate – 90% or greater

- E-procurement utilization

SERVICE AND SUPPORT REPORTS & METRICS

- Number of days account managers accessible for Institutional Participants.
- Response time to respond to technical support calls placed by Institutional Participants: Not to exceed 15 minutes
- Any new IT or technology enhancements will be offered to Institutional Participants as a priority customers: 100% of information will be disseminated to priority customers
- Order discrepancy resolution rate and response time. Not to exceed 48 hours

CUSTOMER SATISFACTION REPORTS & METRICS

- Semi-Annual survey of end users
- Overall customer service rating of "satisfactory" greater than 90%

ADMINISTRATIVE FEES & INCENTIVE PAYMENTS

- Paid accurately and on time within contract schedules

Preferred Supplier and the UT System Contract Administrator may modify the above KPIs from time to time in writing.

If the Alliance SSG deems Preferred Supplier's performance against the above KPIs to be unsatisfactory, the Alliance SSG and Preferred Supplier may discuss an appropriate corrective action plan, before UT System exercises its legal remedies under this Agreement.

Institutional Participants will report Preferred Supplier performance concerns to the Alliance SSG in a timely manner, for discussion at PBRs.

The Alliance SSG reserves the right to modify the frequency of its reviews, as it deems necessary and appropriate. Preferred Supplier will be notified in writing of any such changes

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		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	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

**ATTACHMENT B
Value-Added Worksheet**

Instructions: Please complete the following Value-Added Worksheets for each Category you are quoting.

**Centrifuges and Rotors (accessories)
(Category)**

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted?
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Micro-Centrifuges and Rotors (accessories)
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Specialty Freezers (-80's etc.)
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Specialty Refrigerators (Chromatography etc.)
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Incubators
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Incubator Shakers
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Biological Safety Cabinets
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Balances
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Spectrophotometers
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Water Purification Systems
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

Plate Readers
(Category)

1. Company Overview:

- 1.1 How many years have you been selling the manufacturer's products being quoted
- 1.2 Describe the role your company provides in performing warranty support;
- 1.3 Describe the role your company performs in equipment delivery, installation, calibration and related services

2. New Lab Start-Up Promotions:

3. Trade-In Allowances:

4. Shipping/Inside Delivery/Installation Terms:

5. Warranties: (Standard and Extended)

6. Maintenance/Service Offering: (Preventative Maintenance)

ATTACHMENT C
PROPOSER'S SURVEY
RFP UTS/A79-Core Lab Equipment

-
- 1.1** Provide your company's name.
- 1.2** Provide your company's main address, telephone and fax number.
- 1.3** Provide your company's Federal Employer Identification Number (FEIN).
- 1.4** Provide your company's DUNS number.
- 1.5** Provide your company's main contact for this RFP including telephone number and email address.
- 1.6** Provide your company's legal structure (e.g., corporation, partnership, etc.).
- 1.7** Provide a brief overview of your company, its history, products, and markets served.
- 1.8** For all individuals, groups, corporations, etc. that holds 25% or greater equity in the company list their name and their percentage (%) held.
- 1.9** 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.
- 1.10** 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.
- 1.11** 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.
- 1.12** 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.
-
- 2.1** Provide a listing of at least three (3) current comparable customers (healthcare or academic institutions, preferred) to whom you provide products and services of the type and kind required under this RFP. Your customer reference should include the company name; contact person including telephone number; e-mail address, scope of services, annual sales volume (\$), and a 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.

- 2.3** Please list all new all new accounts (customer name and location) established within last 6 months projected to exceed \$1 million in annual sales.
- 2.4** Provide a listing of all contracts your company has had for supplying Core Laboratory Equipment, which were terminated by customer prior to completion within the last 3 years. Your response to include the circumstances surrounding such early termination.
- 2.5** If requested, please indicate your company's agreement to provide the company's audited financial statement for the last two (2) years.

-
- 3.0** Will your company assign a designated account manager(s) to assume overall responsibility for the work to be performed for UT System?
 Yes. If yes, 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.
 No
- 3.1** Indicate the amount of time (%) that the account manager(s) will allocate to managing and supporting the UT System account.
 3.1.1 100%
 3.1.2 75% - 99%
 3.1.3 50% - 74%
 3.1.4 <50%
- 3.2** Provide an organization chart that identifies the proposed sales support for each Institutional Participant; include their length of service with the company and any special training they have received.
- 3.3** Provide your criteria for hiring including screening, criminal background checks, or any other means of verification of employee information, or explain other means for ensuring the integrity and suitability of the Proposer's employees.
- 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** Describe your 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.
- 3.6** If awarded a contract indicate the marketing efforts your company will undertake to promote the relationship with the Alliance and the benefits of the contract to the Institutional Participants.
 Electronic marketing material
 Distribution of marketing material on campus
 Kick-off Events
 Vendor Shows

- On-line tutorials
- Customer training
- Seasonal Promotions and Specials
- Other – Please Explain

-
- 4.1 Describe the state of e-commerce within your company and detail how Institutional Participants can benefit from your approach.
- 4.2 What systems (e.g., Oracle/PeopleSoft, Jaggaer, Coupa, etc.) have you successfully integrated your e-commerce solution?
- 4.3 Please indicate the website functions that you will provide to UT System Institutional Participants: (check all that apply)
- 4.3.1 Allow Institutional Participants to search Supplier's catalog based on keyword, brand name, description, etc.;
 - 4.3.2 Provide List Price, Discount information and Contract Pricing;
 - 4.3.3 Allow Institutional Participants to place an order on-line, inquire on their order, and check product price and availability;
 - 4.3.4 Provide a secure means for storing procurement card information;
 - 4.3.5 Provide tracking/status information after an order is submitted;
 - 4.3.6 Does your company have the ability to create a custom website containing a tailored catalog for the Alliance? If yes please respond to the following:
 - a) Indicate any limitation or restriction you have in providing a "custom", Alliance specific website
 - b) Does the website provide a downloadable catalog?
- 4.4 Does each user have a unique ID and Password to access your company's electronic ordering system?
- 4.5 Does your company provide an online order confirmation?
- 4.6 Can users place orders for multiple pre-approved ship-to addresses?
- 4.7 Please indicate which EDI transaction sets you support.
- 4.8 Does your system provide customer with real time inventory status (available/backorder/out of stock)? If yes, please describe at what time(s) during the process inventory can be checked (i.e., product inquiry, placement of product in shopping cart; placement of order, etc.)
- 4.9 Does your website provide Technical Data Sheets in PDF format (printable) with all the available information about the products you are offering under this RFP? Yes No

-
- 5.1 Which order methods does your company support?
- 5.1.1 Phone
 - 5.1.2 Fax

5.1.3 Internet

5.1.4 E-mail

- 5.2 Does your company allow online ordering for all your products? If not, indicate which products or services are excluded.
- 5.3 Can your company create a hardcopy version of the custom-tailored catalog?
- 5.4 Do you require a minimum order value? If yes, please describe.
- 5.5 Are there any minimum order quantities per product? If yes, please describe any limitations, restrictions, or requirements
- 5.6 Can your company set pre-defined spending limits per user?
- 5.7 Does your company have the ability to accept credit card purchases via your website?
- 5.8 Please indicate which invoice methods you support. Check all that apply.
- 5.8.1 paper invoice
- 5.8.2 in XML format via internet
- 5.8.3 sent via EDI
- 5.9 Does your company have a process to monitor delivery times against service levels?

- 7.1 Provide details regarding your various Customer Support Programs.
- 7.2 Provide an overview of the various services and technical training programs your company can provide the Institutional Participants.
- 7.3 Describe your "after hours" operations, support and product availability/delivery.
- 7.4 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.
- 7.5 Does your company operate a 'toll free' customer service support line? (If No, go to 7.9)
- Yes
- No
- 7.6 Can you describe the average call waiting time for telephone customer support and how it is measured?
- 7.7 What are the hours of operation for your company's customer support line?
- 7.8 Is your customer support call center U.S. based? If no, please indicate its location
- 7.9 Describe your inventory capabilities and distribution model to support the multiple UT Alliance member locations across the State of Texas. Provide locations of warehouse/distribution facilities that will support the Institutional Participants.
- 7.10 Describe your company's capacity to provide Institutional Participant with desk-top delivery to

designated customer locations on their campuses. Identify any limitations, restrictions, or special requirements.

- 7.11** Describe the process your company uses to deliver products to customers in a timely manner.
- 7.12** What is your order cut-off time for next day delivery?
- 7.13** Please indicate all locations (cities/regions) within the State of Texas for which you cannot provide next day delivery
- 7.14** How does your company validate orders for accuracy?
- 7.15** How does your company validate the invoice prices match the Agreement prices?
- 7.16** What system does your company have in place to manage back orders and substitutions? How is the Customer notified/updated?
- 7.17** What is your company's mechanism for communicating product shortages to customer? Please explain.
- 7.18** Provide details of your return policy; what items are not acceptable for return?
- 7.19** Provide details of your process(es) for issuance of "credit memos". Can paper credit memos be issued if using electronic invoices?
- 7.20** 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.
- 7.21** 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.
- 7.22** Please describe programs you have in place to assist clients recovering from disasters.
- 7.23** Can your company provide technical support 24 hours/ 7 days a week? If no, please list the days of the week and hours that your company can provide technical support.
- 7.24** Please describe your company's technical support process and capabilities to handle technical questions regarding the products you are offering under this RFP.
-
- 8.1** Provide a detailed Start-up Implementation Schedule identifying key tasks and milestone commencing date of contract award through implementation, including readiness to process first order. Your response should clearly define both your and UT System's responsibilities and resources required during the implementation phase.
- 8.2** Describe any contract start- up or implementation risk you foresee and your plan to manage these risks.
-

- 9.1 Does your company have custom reporting capabilities? If yes, please describe capabilities.
- 9.2 Indicate which standard reports are available to Institutional Participants and to the Alliance Contract Administrator. Include the frequency they can be made available and how these reports can be accessed
- 9.3 A requirement for this contract is to provide detailed reports on a quarterly basis. Please indicate your ability to provide the following reports. Check all that apply
- Sales by Institutional Participant for products sold at prices below the prices set under the Preferred Supplier Agreement;
 - Sales by Institutional Participant for sales not under the Preferred Supplier Agreement
 - Order Fulfillment (percentage of orders filled completely within 2 days after order receipt)
 - Sales by custom order
 - Inbound freight cost
 - Percentage of returns by Institutional Participant;
 - Customer Satisfaction
- 9.4 A requirement for this contract is to provide detailed quarterly reporting on contract spend for purchases of Core Lab Equipment. Can your company support this requirement? If yes, please check all applicable parameters below whereby spend reports can be generated.
- Institutional Participant
 - Purchase Order Number
 - End User/Cost Center
 - Department
 - Delivery Location
 - Item/Catalog Number
 - Description
 - Purchase Price
 - List Price
 - Discount Percentage (%)
 - Unit of Measure
 - Quantity Purchased
- 9.5 Can user level access to reports be restricted to designated individuals?
- 9.6 Describe your capacity to report purchases of green products purchased by each Institutional Participant.
-
- 10.1 Is your company ISO 9000 certified? If yes, when was certification first obtained?
- 10.2 Please describe what measures your company takes to communicate to each Institutional Participant regarding any manufacturer's notifications, safety updates, and product recalls.
- 10.3 How does your company work to resolve issues with damaged lab equipment?
- 10.4 Will you company allow an Institutional Participant to ship Lab equipment via a "pre-paid"

delivery solution?

- 10.5 Will your company agree to waive all restocking fee for returned equipment? Please indicate any exceptions, restrictions or limitations to this waiver of fees.
- 10.6 Please detail your company's problem resolution process for customer complaints and concerns.
- 10.7 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.
- 10.8 Please describe all quality guarantees your company extends for Lab Equipment purchased by the Institutional Participants.

-
- 11.1 Please indicate any additional "value added" services or programs not otherwise asked or disclosed herein that should be considered during the evaluation process. Please provide any suggested improvements and alternative for doing business with your company that will make this arrangement more cost effective for your company and Institutional Participants.
 - 11.2 Briefly describe your company's current advantage in the marketplace. Please provide only information not previously asked or disclosed herein.
 - 11.3 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.
 - 11.4 Please identify any new product lines and or services you have brought to market in the past year and what is planned for 2015-2016 that will benefit our Institution's faculty and researchers?

-
- 12.1 An objective for this contract is that all products be extended "free shipping" with no handling or inside delivery charges. Please indicate all exceptions to "free shipping" and your proposal to reduce cost on shipping and delivery for products that these charges apply.
 - 12.2 If a product is not available or discontinued, how will your company offer an equivalent product at the same contracted price or negotiated discount percentage?
 - 12.3 Please state how your company will ensure and maintain price competitiveness for products under contract during the full term of the agreement. Indicate how you benchmark your pricing and under what conditions to you pass along price decreases to the customer. If applicable, please provide examples.
 - 12.4 As your company adds new products to its catalog, how will pricing discounts apply to these products?

- 12.5 Does your company offer any special pricing or discounts for new lab startups? If yes, please describe your special offering.

13.0 UTSSCA Social Procurement Questionnaire

The University of Texas System Supply Chain Alliance (“UTSSCA”) supports the commitment of our institutions to shift the trajectory of injustice by supporting a civil society through our focus on enhanced transparency and accountability while strengthening our culture of diversity and inclusion. UTSSCA is dedicated to providing a professional environment where all employees and suppliers are treated with the respect and dignity. We have an obligation to protect and care for all citizens in our community by ending racism, discrimination, intolerance, and marginalization of women and underrepresented groups (commonly defined as people who are African American, Latino, Pacific Islander or American Indian). In an effort to promote equal opportunities, the following survey questions will be utilized as a measure to improve the external supplier diversity we desire and are committed to achieve.

Current Policies and Programs to Support Diversity and Inclusion for Your Employees

- 13.1 What kinds of programs are in place at your company to promote diversity and inclusion of women and underrepresented groups in your workforce? In the description of your company’s program(s), please provide details and supporting documentation as follows:
- Performance measures tracking whether these programs have been successful with supporting data on the demographics of your company’s workforce before/after implementing said program(s).
 - Please provide phone and email contact information for individuals, both internal and external to your company, who could serve as references regarding your company’s diversity and inclusion efforts.
- 13.2 Please provide details on how women and underrepresented groups are represented on your governing board and in senior management and executive positions.
- 13.3 Do you have mentor / protégé programs in place to help women and underrepresented individuals in your workforce succeed in their employment?
- 13.4 What diversity and inclusion training has been scheduled (optional or required) for all employees of your company, e.g. open dialogue of racial disparities, identifying unconscious biases, or related sensitive topics?

Current Policies and Programs to Support Diversity and Inclusion for Your Business Partners

- 13.5 What steps does your company take to search for and implement opportunities to subcontract to suppliers classified as Texas Historically Underutilized Businesses (HUBs)?

Compliance of Equal Employment Opportunity Commission (EEOC) and Related Statutes

- 13.6 Do you have a policy explicitly supporting equal employment opportunities and affirmative action? If so, please furnish a copy.
- 13.7 In the last ten years has your company been involved in litigation or administrative proceedings challenging its hiring or employment practices in regard to women and underrepresented groups? If so, please provide details.
- 13.8 What programs exist in your company to make both job applicants and workforce members aware of your efforts to provide an inclusive, diverse work environment?

- 13.9 What colleges and universities does your organization visit to recruit college graduates? Do you actively recruit from any Historically Black Colleges or Universities (“HBCUs”)?
- 13.10 When hiring, does your organization present a diverse pool of candidates to hiring managers for interviews? How does your company attract qualified candidates that are women and/or members of underrepresented groups?

Community Outreach Programs and Policies

13.11 What are the community outreach programs that your company participates in?

13.12 What partnerships does your company have with under-served communities?

14. Incentives and Rebates – Value add

- 14.1 Please indicate your company's incremental sales volume growth rebate or incentive, and the method for calculation of the rebate/incentive
- 14.2 Please indicate any incentives offered for e-Commerce utilization by Institutional Participant (e.g., ordering; invoicing; payment; etc.)
- 14.3 Please describe your company's proposed sales promotions plan
- 14.4 Please list and describe any other incentive your company offers to Institutional Participants.
- 14.5 Please indicate your company's early payment discount.

15. Historically Underutilized Businesses

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

- a. Provide a clear statement of your company's commitment and plan to engage, utilize and partner with HUBs in the work under a contract between your company and UT System.
- b. Describe your current subcontracts/partnering arrangements with HUB firms and the capacity which they are utilized in the delivery of your services

16 Green Purchasing and Sustainability Pass/Fail

- 16.1 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.
- 16.2 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 as it relates to reducing global warming.
- 16.3 Please see and complete **Exhibit 1 to Section 5.5**

Exhibit 1 to Section 5.5

1.0 Environmental Sustainability Questionnaire –Please complete the following

1.1 Please provide an overview of your environmental sustainability program. Your response to include any information, policy, etc., on environmentally friendly and sustainable furniture, manufacturing, recycling – reclaimed manufacturing, delivery vehicles, reforestation for wood conservation, etc.

1.2 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.
- We purchase “green” (recyclable, reusable, non-toxic, bio-degradable, and made from 100% post-consumer recycled materials) supplies, products and 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

1.3 What type of sustainable packaging/shipping materials do you use? Please check the items that apply.

- Our packaging/shipping materials are recyclable
- Our packaging/shipping materials are reusable
- Our packaging/shipping materials are bio-degradable
- Our packaging/shipping materials are made from 100% post-consumer recycled materials

1.4 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

1.5 What does your company do to minimize the environmental costs associated with shipping? Please check the items that apply.

- We are evaluating what the company can do to minimize the environmental costs associated with shipping
- We combine deliveries with customer visits
- We consolidate deliveries
- We use bike couriers for local delivery

- We utilize electronic communications and electronic transfer of documents. E-mail, fax and Portable Document Format (PDF)
- Our packaging and shipping materials are reused until they eventually get recycled
- We have established a sustainability plan that minimizes the need for shipping (Describe below)
- We specify products that can be purchased within a 500 mile radius of the delivery location

1.6 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
- 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

1.7 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, please provide details

1.8 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

1.9 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
- Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement

1.10 If you are providing a product, does the manufacturer of the product that you are bidding/proposing have an environmental policy statement? Please check the item that applies.

- No, the manufacturer of the product that I am bidding/proposing DOES NOT have an environmental policy statement
- Yes, the manufacturer of the product that I am bidding/proposing HAS an environmental policy statement

1.11 If you are providing a product, has the manufacturer of the product that you are bidding/proposing ever been cited for non-compliance of an environmental or safety issue? Please check the item that applies.

- No, the manufacturer of the product that I am bidding/proposing HAS NOT been cited for non-compliance of an environmental or safety issue
- Yes, the manufacturer of the product that I am bidding/proposing HAS been cited for non-compliance of an environmental or safety issue

1.12 Has an environmental life-cycle analysis of the product that you are bidding/proposing been conducted by a certified testing organization, such as Green Seal? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.