

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 OFFICE SUPPLIES

RFP No. UTS/A43

**Submittal Deadline: February 18, 2014
@ 3:00 PM, CST**

Issued: January 8, 2014

SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System is comprised of System Administration and 15 institutions of higher education with campuses across the State of Texas whose missions are devoted to world class healthcare, teaching, research, and public service (collectively, “**UT System**”). UT System currently has six health institutions and nine academic facilities, making it one of the larger education systems in the United States. With an operating budget of \$14.6 billion, UT System has a current student enrollment exceeding 216,000. UT System employs more than 87,000 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 Brownsville (UTB)
- The University of Texas at Dallas (UTD)
- The University of Texas at El Paso (UTEP)
- The University of Texas – Pan American (UTPA)
- The University of Texas of the Permian Basin (UTPB)
- The University of Texas at San Antonio (UTSA)
- The University of Texas at Tyler (UTT)

UT System has established the University of Texas System Supply Chain Alliance (the “**Alliance**”) to conduct and coordinate strategic purchasing initiatives across UT System. The Alliance is also affiliated with various Texas institutions of higher education. Through collaborative relationships, the Alliance seeks to combine supply chain and contracting activities and obtain best value goods and services while reducing total acquisition costs. The Alliance has created a team of supply chain professionals (the “**Strategic Sourcing Team**”) that has been tasked with executing Alliance purchasing initiatives. The Strategic Sourcing Team assembles a team of subject matter experts (“**SMEs**”) from participating institutions to assist in the development of each sourcing event and the evaluation of suppliers during the procurement process. SMEs are involved from the sourcing event’s inception and work with the Alliance and UT System to select the best value supplier(s). Any agreement resulting from this Request for Proposal, UTS/A43 (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 the office supplies and related services more specifically described in **Section 5.4 ("Scope of Work")** of this RFP (collectively, the “**Office Supplies**”). 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 related goods and services;
- Leverage the aggregate purchasing volumes of Institutional Participants;
- Achieve cost savings for Institutional Participants;
- Create a process for utilization of Preferred Supplier to meet the needs of the Institutional Participants for both routine purchases and individual projects;
- Improve overall customer satisfaction; and
- Enhance relationships between Preferred Supplier and Institutional Participants.

UT System's goal is to team with one or more Preferred Suppliers and develop a relationship that will produce a win-win for all parties. UT System hopes to work with the Preferred Supplier(s) to establish practical business processes and procedures that will foster a strong working relationship.

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

Proposer is invited to submit a proposal, including innovative and non-traditional suggestions, to establish a strategic business alliance with UT System that will maximize the resources of both organizations to most effectively meet the requirements specified in this RFP.

1.3 Scope of Opportunity

UT System estimates the aggregate spend by UT System institutions for Office Supplies at \$17.8 million annually, or \$178 million over the anticipated ten-year duration of any agreement resulting from this RFP. This estimated aggregate spend 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 chart below is a list of product categories and the associated percent of the historical spend for each category included in the RFP:

- | | |
|---------------------------|-----|
| • General Office Supplies | 46% |
| • Toner & Ink | 30% |
| • Paper Products | 19% |
| • Writing Instruments | 3% |
| • Folder Products | 2% |

No contract resulting from this RFP will guarantee a specific volume of services to a Preferred Supplier.

THE ABOVE FIGURES ARE ESTIMATES ONLY. OFFICE SUPPLIES 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 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**, Central Standard Time, on **February 18, 2014** (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**”):

Kyle Barton, Contract Manager
UT System Supply Chain Alliance
Phone: 713-745-8339
Email: KDBarton@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**, Central Standard Time, on **January 24, 2014**. UT System will use a reasonable amount of time to respond to questions or concerns. It is UT System’s intent to respond to all appropriate questions and concerns; however, UT System reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UT System in terms of (1) products and services to be provided and (2) total overall cost to participating institutions. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available.

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

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

2.3.1 Threshold Criteria Not Scored

- 2.3.1.1 Ability of UT System to comply with laws regarding Historically Underutilized Businesses; and
- 2.3.1.2 Ability of UT System to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

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

2.4 Key Events Schedule

Issuance of RFP	January 8, 2014
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	January 22, 2014 10:00 AM, Central Standard Time
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	5:00 PM, Central Standard Time on January 24, 2014
Submittal Deadline (ref. Section 2.1 of this RFP)	3:00 PM, Central Standard Time on February 18, 2014
Selection of Finalists	March 2014
Finalists Interviews and Negotiations	April 2014
Anticipated Contract Award	July 2014

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

1. If selected as a finalist, Proposer may be required to attend an interview session that includes a face-to-face meeting with an advance notice of no more than one week. The anticipated location of this activity is Houston, Texas.
2. If selected for contract award, Proposer should have its chief legal and business officers available for commencement of contract negotiations with 72 hours of notice of award. Such negotiations may take place face-to-face in order to expedite the contracting phase. The anticipated location of this activity is Houston, Texas. Proposer is requested to reference **Section 4.1** of this RFP and provide any exceptions as part of Proposer's RFP response.

Proposer should not underestimate the necessity of complying with the Key Events Schedule and critical activities listed above. UT System reserves the right to revise the Key Events Schedule at any time.

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Preferred Supplier subcontracts any of its performance hereunder, Preferred Supplier must make a good faith effort to utilize HUBs certified by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by UT System as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by UT System, its obligation to make a good faith effort to utilize HUBs when subcontracting hereunder will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting hereunder by Proposer is subject to review by UT System to ensure compliance with the HUB program.
- 2.5.2 UT System has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with UT System’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX TWO** and incorporated herein for all purposes.

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

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

- 2.5.4 Proposer must submit one (1) signed copy of the HSP to UT System at the same time as it submits its proposal to UT System (ref. **Section 3.1** of this RFP). The signed copy of the HSP (the “**HSP Packet**”) must be submitted electronically utilizing the Ariba® 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.

2.6 Pre-Proposal Conference

UT System will hold a pre-proposal conference at **10:00 AM**, Central Standard Time, on **January 22, 2014**. Proposers may attend the conference in one of the following two formats:

in person attendance located in the One Mid Campus Building at 7007 Bertner Ave. Suite 11.2339, TX 77030 (located in the Texas Medical Center); or

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

The Pre-Proposal Conference will allow all Proposers an opportunity to ask the Alliance, the Strategic Sourcing Team, and UT System HUB representatives relevant questions and clarify provisions of this RFP. Proposer should notify the UT System Contact **by no later than January 17, 2014**, whether it will attend the Pre-Proposal Conference, by emailing the UT System Contact at KDBarton@mdanderson.org. Proposer must clearly state in which format it will attend. If the Proposer elects to attend the Pre-Proposal Conference in the webinar format, UT System will provide complete details and instructions (including personal computer requirements). If Proposer elects to attend the Pre-Proposal Conference in person, there will be a strict limit of two (2) individuals per Proposer.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Electronic Submission Notice

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

3.2 Proposal Validity Period

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

3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, the 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 Ariba® e-Sourcing tool, the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, 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 6** and **Attachments A, B and C** of this RFP).

SECTION 4
GENERAL TERMS AND CONDITIONS

4.1 General Information regarding Structure of Transaction and Terms and Conditions

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

The terms and conditions contained in the attached Sample Preferred Supplier Agreement (ref. **APPENDIX THREE**) or, in the sole discretion of UT System, terms and conditions substantially similar to those contained in **APPENDIX THREE**, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Preferred Supplier Agreement, Proposer must submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1** of this RFP. Proposer’s exceptions will be reviewed by UT System and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, UT System may consider Proposer’s exceptions when UT System evaluates the Proposer’s proposal.

SECTION 5

SPECIFICATIONS, ADDITIONAL QUESTIONS AND SCOPE OF WORK

5.1 General

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

5.2 Minimum Requirements

5.2.1 Proposer must pay to the Alliance a quarterly administrative fee of 2% of the Total Net Sales made under the Agreement (ref. **Section 6.2** of this RFP).

5.3 Additional Questions Specific to this RFP and Scope of Work

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

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

5.3.2 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.

5.4 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 Definitions. For purposes of this RFP the following definitions will apply:

"Core List" = a list of the Office Supplies most commonly ordered by Institutional Participants, with specific SKU numbers – see **Attachment A** to this RFP – that have been identified through analysis and quoted as a list of products based on Institutional Participant usage and purchasing pattern or history.

"Direct Manufacturers Agreement" ("DMA") = an agreement, also known as a Preferred Manufacturer Agreement, made by UT System or Institutional Participant directly with an original equipment manufacturer ("**OEM**") that establishes recommended resale pricing and other terms for products that are supplied to the Preferred Supplier for distribution. Currently, UT System has only one DMA for Office Supplies in place. It is with Hewlett Packard for toner and ink under their "Big Deal" Program. **Attachment D** (HP Big Deal) to this RFP identifies the products covered by this DMA. Office Supplies subject to this DMA have been omitted from **Attachments A, B and C** (collectively, the "**Price Schedule**").

"Non-Core List" = Office Supplies that are contained in the Preferred Supplier's product catalog and that are not part of the Core List. These products will be available for

purchase by Institutional Participants and will be priced subject to the discount from list percentage to be specified for their respective Merchandise Classes by Proposer in **Attachment B** (Non-Core List Pricing).

"UT System Contract Administrator" = 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 the Agreement.

- 5.4.2 **General Description.** The following outlines the minimum required and essential service requirements for the Scope of Work. 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 Office Supplies, consistent with industry best practices and in accordance with all licensing, regulations, and professional standards.

Preferred Supplier will provide Office Supplies to Institutional Participants as their preferred primary Office Supplies supplier. The Agreement resulting from this RFP will provide Institutional Participants with access to Office Supplies at discounted prices and is intended to permit all parties to reduce procurement and transaction costs and improve business processes. Preferred Supplier will quote certain prices for the sale of Preferred Supplier products shipped directly to Institutional Participants. Preferred Supplier will sell the Office Supplies to Institutional Participants under the terms and conditions set forth in the Agreement.

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

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 The Institutional Participants utilize a variety of ERP Systems, software, ordering methods, tools, technologies and formats (e.g. PeopleSoft, SciQuest, EDI, XML, cXML). Preferred Supplier will be responsible for integrating these systems with Preferred Supplier's systems for ordering, delivery/receipting, invoicing, payment, at no additional charge to the Institutional Participants.
- a. Of primary importance is the SciQuest e-commerce platform. Approximately 71,000 orders were placed through SciQuest by Institutional Participants during the most recent fiscal year. This represents 82% of total spend. Currently, the following Institutional Participants are utilizing the SciQuest platform:

- The University of Texas Health Science Center at Houston
- The University of Texas MD Anderson Cancer Center
- The University of Texas Medical Branch at Galveston
- The University of Texas Southwestern Medical Center
- The University of Texas at Austin
- The University of Texas at Dallas
- The University of Texas at El Paso
- The University of Texas – Pan American

b. Preferred Supplier also will need to be able to integrate specifically with PeopleSoft Direct Connect and the Oracle Supplier Network. The following Institutional Participants are considering using those platforms for their e-commerce orders:

- The University of Texas at Arlington
- The University of Texas at Brownsville
- The University of Texas of the Permian Basin
- The University of Texas at San Antonio
- The University of Texas at Tyler

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

5.4.3.4 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 the Preferred Supplier's organization. The Preferred Supplier also will designate a Program Manager assigned to the Alliance account responsible for: (i) receiving and providing ongoing communications by and between the Preferred Supplier and UT System; (ii) monitoring the overall implementation of the Agreement at each Institutional Participant and providing updates to the UT System Contract Administrator; (iii) identifying and fostering process improvements; (iv) serving as the liaison to engage resources with the Preferred Supplier's organization to troubleshoot and resolve problems; (v) organizing Quarterly Business Reviews ("QBR"); monitoring Key Performance Indicators ("KPIs") and providing early warning notices to Preferred Supplier's management team and the UT System Contract Administrator.

UT System will designate the individual who will serve as the UT System Contractor Administrator.

5.4.5 Preferred Supplier-Institutional Participant Account Support Team

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

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

- Be responsible for and facilitate the relationship between Institutional Participant's purchasing team and Preferred Supplier's local and corporate team.
- Achieve understanding of Institutional Participant's business processes, rules, and requirements and operate within such processes, rules and requirements.
- Support and manage direct reports and maintain the site-specific work plan.
- Provide and manage personnel staffing to support initiatives.
- Work to develop and train representatives.
- Identify opportunities in coordination with Institutional Participant and provide strategic direction.
- Provide support for issue resolution, product selling, conversion, and savings opportunities.
- Provide project management and oversee Preferred Supplier resource utilization.
- Identify and communicate each institutional Participant's requirements within Preferred Supplier's organization.
- Identify and execute conversion and market-share opportunities to support contract growth initiatives and coordinate supplier and specialist activity.
- Work with Institutional Participant on analysis and goal measurement for both Institutional Participant and Preferred Supplier.
- Provide expertise and product knowledge regarding vended and self-manufactured products.
- Help to identify and present opportunities and facilitate problem resolution with customers as required.

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

- Product research, services and knowledge
- Order processing
- Assist with pricing validation and error correction
- Handle all billing and credit issues, including returns
- Track shipments when required
- Support the sales representative on campus when required
- Information regarding more cost effective alternatives for Institutional Participants.
- Training and support for use in on-line ordering systems.

- Inside customer service representative must have the ability to provide access to account information on-line, including but not limited to, usage history, usage by delivery address, order status, order entry, product specifications and various other analysis tools

5.4.6 Ordering

- 5.4.6.1 Preferred Supplier will provide to Institutional Participants one or more local or toll free telephone numbers for transmission of facsimile orders and telephone orders.
- 5.4.6.2 Preferred Supplier's facsimile and web-based ordering system will be available seven days a week, 24 hours per day.
- 5.4.6.3 Preferred Supplier will provide next business day delivery for all orders placed between 8:00 am and 5:00 pm (local time) for all Core List items and Non-Core List items (excludes special/custom orders).
- 5.4.6.4 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).
- 5.4.6.5 Preferred Supplier will accept purchasing card ("**P-card**") orders at no additional costs, fees or handling charges and will provide level III or higher data reporting.
- 5.4.6.6 Preferred Supplier will maintain throughout the term of the Agreement a web punch-out site designed specifically for UT System and Institutional Participants to allow end-users to access: (i) Core List then in effect and all price discounts that apply, (ii) product descriptions and specifications, and (iii) order submission tools which are common to industry standard punch-out sites. Core List items displayed on Preferred Supplier's website will be expressly identified and will carry a special icon marker making them easily recognizable as such by end users. Preferred Supplier will customize its website to meet the local requirements of Institutional Participants; *provided, however*, this will be limited to customizations that can be accomplished using available features, without any programming being required, such as including Institutional Participant's logo on the website, if requested. The website will provide an intuitive process to identify, configure, and easily compose an order for submission. The website will be secure and will allow access only by individuals designated by Institutional Participants. Preferred Supplier will obtain UT System's express, written permission before using any logo or other intellectual property of UT System or any Institutional Participant on the website or any other materials.

The web site, at a minimum, must:

- Allow Institutional Participants to search Preferred Supplier's catalog based on key word, brand name, description, etc.;
- Provide list price, discount information and contract pricing;

- Allow Institutional Participants to place an order on-line, inquire on orders, and check on product price and availability;
- Provide a secure means for storing procurement card information;
- Provide tracking/status information after an order is submitted;
- Maintain a database for each Institutional Participant, identifying the Institutional Participant by a unique number, and containing an up-to-date listing of Office Supplies that have been ordered during the life of the Agreement; the date and status of each order (including the date of delivery); the quantity and pricing; as well as the contact information for the individual at the Institutional Participant that placed the order.

5.4.6.7 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 who placed the order. Each purchase order or PCT will include the ordering Institutional Participant's specific “ship to” and “invoicing and bill to” information.

5.4.7 Shipping

5.4.7.1 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

5.4.7.2 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

5.4.7.3 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.

5.4.7.4 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.

5.4.8 Delivery

Preferred Supplier will be responsible for the delivery of all products in first-class condition at the point of delivery, and in accordance with good commercial practice. All products will be extended "free shipping," with no handling or inside delivery charges. Any additional transportation fees will be waived, such as: hazardous materials fees, fuel surcharges, etc. Locally stocked products will be delivered by 2pm the next day. All other deliveries will be considered back-ordered if delivery exceeds five working days from order date. All deliveries will be made FOB destination, freight prepaid and included.

Note: Current delivery method by each anticipated Institutional Participant:

UTA	Desktop
UT Austin	Dock
UTD	Dock
UTEP	Desktop
UTHSCH	Desktop
UTHSCSA	Dock
UTHSCT	Dock
UTMB	Dock
UTMDACC	Desktop
UTPA	Dock & Desktop
UTPB	Desktop
UTSA	Desktop
UTSW	Dock
UTT	Desktop
Baylor College of Medicine	Desktop

5.4.9 Returns

Preferred Supplier will provide a 90-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.

5.4.10 Invoicing and Payment

Preferred Supplier will invoice the Institutional Participants, not UT System or the Alliance.

Each Institutional Participant is solely responsible for the payment of any purchase orders or PCT it issues, and no Institutional Participant will have any liability whatsoever relating to a purchase order or PCT issued by another Institutional Participant.

Institutional Participant will remit payments of invoices issued under the Agreement on a Net 30 Days basis, subject to requirements of the Texas Prompt Payment Act.

Preferred Supplier will resolve all order and invoice discrepancies (e.g. shortage, overage, damage, etc.) within five (5) business days after written notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, Preferred Supplier will take all of the steps the Institutional Participant's purchasing department deems necessary.

5.4.11 Lost and Damaged Shipments; Shipment Tracking

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.

Should any action cause visible damage to the products during transport, once notified by either the carrier or Institutional Participant, Preferred Supplier will immediately contact Institutional Participant and make arrangements to inspect the damaged product and/or authorize a return of the product and ship a replacement.

Preferred Supplier will have the capability of tracking all shipments and upon request will provide a shipment status report to Institutional Participant.

5.4.12 Hazardous Materials and OSHA Communication Standards

Preferred Supplier will provide Material Safety Data Sheets (MSDS) to the appropriate user(s).

Preferred Supplier will retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three (3) working days of notification, Preferred Supplier will retrieve hazardous materials that are delivered in error and ensure proper coordination with Institutional Participant's Environmental Health & Safety Office, or as otherwise per Institutional Participant's premises rules and requirements.

Preferred Supplier will be responsible for providing its employees chemical safety training mandated by OSHA's Hazard Communication Standard.

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

5.4.13 Dated Products

Products with a limited shelf life or a manufacturer's expiration date of less than six (6) months from the purchase order date will not to be supplied under the Agreement, except as expressly authorized in writing by Institutional Participant.

5.4.14 Product Condition of Sale

At a minimum, the manufacturer's standard warranty will apply. Preferred Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and a benefit to Institutional Participant. Warranties will not be subject to change (except for improvements) during the term of the Agreement, without the prior written approval of the UT System Contract Administrator. Preferred Supplier certifies and warrants that all products sold to Institutional Participant will be:

- (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.

5.4.15 Product Catalog Management

5.4.15.1 Core List Products: Once per year, or more frequently as directed by the UT System Contract Administrator, Preferred Supplier will conduct an evaluation of the Institutional Participants' top spend items. Preferred Supplier and the UT System Contract Administrator will revise the items on the Core List to replace discontinued SKUs and to rebalance the list through additions and deletions, ensuring that items accounting for the largest spend in the prior twelve (12) months, or recently trending as frequently purchased items, are included on the Core List. There will be no limit on the number of items to be included on the Core List. Recommended additions and deletions will be reviewed with the UT System Contract Administrator, and revisions to the Core List may follow, if agreed to by the Administrator. New additions to the Core List will be guaranteed better pricing than previously achieved through either the manufacturer discount list and/or category discount schedule list.

There will be no cancellation of Core List products without an equal and acceptable replacement approved by the UT System Contract Administrator. Preferred Supplier will communicate manufacturer's discontinuation of any products to the Administrator in writing within five (5) business days after first being made aware of the manufacturer's discontinuation. In such instances, Preferred Supplier will work with the Administrator to identify and implement alternative options that will maintain or reduce costs associated with the SKU's being replaced. Preferred Supplier will provide detailed quarterly reports, if requested by the Administrator, displaying SKU's removed from the Core List and suggested replacements. 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.

5.4.15.2 Non-Core List Products: New items may be included as they become available (when added to Preferred Supplier's catalog) during the term of the Agreement,

after obtaining the written approval of the UT System Contract Administrator. Items will be subject to the same percentage of discount applied to other items in the same Merchandise Class as indicated in **Attachment B** (Non-Core List Pricing).

5.4.16 Pricing Structure

Preferred Supplier will provide certain fixed pricing for Office Supplies on the Core List, and discounts off current list pricing for other products, all as more particularly described below and in **Attachment A** (Core List Pricing) and **Attachment B** (Non-Core List Pricing).

- 5.4.16.1 **Attachment A: Core List Pricing:** Proposer must submit its Core Listing Pricing in **Attachment A**. Excluding Office Supplies in the Paper Products category (Merchandise Class P1; see **Sect. 5.4.16.4** below), the Core List Pricing established in **Attachment A** will remain firm and fixed through December 31, 2015. Thereafter, for each subsequent calendar year, Preferred Supplier and the UT System Contract Administrator will agree in writing on the pricing for such year in advance. Upon agreement in writing on such pricing, the pricing will be firm and fixed throughout such calendar year. Beginning in November/December of 2015, pricing and purchasing trends will be analyzed to establish new pricing for 2016. Based on the previous year's sales history, items with no or low usage may be dropped from the Core List and items with new high-volume usage patterns may be added. High-volume will be considered purchases of twenty five (25) or more items when added across Institutional Participants.
- 5.4.16.2 **Attachment B: Non-Core List Pricing:** Preferred Supplier must submit its percentage discounts from List Price in **Attachment B** for Office Supplies in the Non-Core List, for the respective Merchandise Classes shown. These percentage discounts will remain firm and fixed throughout the term of the Agreement. "**List Price**" means Preferred Supplier's non-discounted price then in effect for the related Office Supplies, inclusive of all standard warranties and end-user support, as published on Preferred Supplier's website or in product catalogs or price lists distributed by Preferred Supplier to the general public.
- 5.4.16.3 **Attachment C: Non-Core List Market-Basket Pricing:** Proposer must submit **Attachment C**, applying the percentage Merchandise Class discounts specified in **Attachment B** (Non-Core List Pricing) to the particular Office Supplies identified in **Attachment C**.
- 5.4.16.4 **Paper Products:** Pricing for Paper Products (Merchandise Class P1) listed in **Attachment A** (Core List Pricing) will remain firm and fixed only through December 31, 2014. Thereafter, for each subsequent calendar quarter, Preferred Supplier and the UT System Contract Administrator will agree in writing on the pricing for such quarter in advance. Upon agreement in writing on such pricing, the pricing will be firm and fixed during such calendar quarter.

- 5.4.16.5 Annual Price Adjustment: Price adjustments for each calendar year after 2015 for items on the Core List (excluding Paper Products – Merchandise Class P1) that are not covered by a DMA will not exceed a 5% increase per line item when compared against the previous year. The Preferred Supplier will only pass through the actual price changes (not to exceed 5%) that have been instituted by the manufacturer. The Preferred Supplier, upon request by the UT System Contract Administrator, will provide a written report substantiating the manufacturer's price change. Adjusted pricing will be firm and fixed for that calendar year. Any fluctuation in price that causes a price increase not agreed to in writing by UT System will be considered a breach of contract. Price decreases may be required for Preferred Supplier to stay competitive. Institutional Participants will be notified by Preferred Supplier in advance of these special pricing arrangements.
- 5.4.16.6 Match of Other State Pricing. If Preferred Supplier agrees, in any other contract it concludes with the State of Texas after the effective date of the Agreement, to provide pricing for any Office Supplies in the Core List (including Paper Products) or in the Non-Core List that is lower than that specified in **Attachment A** or **B**, as applicable, Preferred Supplier immediately will extend the lower pricing to Institutional Participants. Further, at the time of annual review, these lower prices will be incorporated into and documented in a revised **Attachment A** or **B**, as appropriate.
- 5.4.16.7 Preferred Supplier Quotation Restrictions: Preferred Supplier will refrain from quoting pricing for products or services under this RFP if the supply of such products or services already has been awarded to another supplier.
- 5.4.16.8 Purchases From Persons With Disabilities: Preferred Supplier will use commercially reasonable efforts to include in **Attachment A** (Core List Pricing) and **Attachment B** (Non-Core List Pricing) Office Supplies produced by persons with disabilities (including goods and services offered by Texas Industries for the Blind and Handicapped).

5.4.17 Current Annual Contract Metrics

Below are the most recent Office Supplies metrics. Please note that these represent annual Office Supplies sales under our current contract, and does not represent 100% of Office Supplies purchased by UT System and Institutional Participants as a whole.

Current Annual Sales:	\$17,820,961
Total Orders:	86,649
Total PO Lines:	399,695
Average Lines per Order:	4.61
Number of SciQuest Orders:	71,095 (82% of Total)
Annual SciQuest Sales:	\$14,622,098 (82% of Total)
Core List Sales:	\$10,336,157 (58% of Total)
Non-Core List Sales:	\$7,484,804 (42% of Total)

Annual Sales by Institution (rounded):

UTMDACC	\$5.4M
UT Austin	\$3.0M

UTMB	\$2.4M
UTHSCH	\$2.1M
UTSW	\$1.4M
UTHSCSA	\$1.4M
UTHSCT	\$150K
UTSA	\$140K
UTEP	\$115K
UTD	\$49K
UTT	\$43K
UTPB	\$31K
UTPA	\$24K
Baylor College of Medicine	\$1.4M

Note: UTA started to participate in the current contract on 09/01/13; therefore estimated annual sales figures for UTA are not available at this time.

5.4.18 Inspection of Facilities

UT System 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.

5.4.19 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 minimum, reports will provide sales to each Institutional Participant, with sales broken out by Customer Discount Code, manufacturer name, manufacturer product number, supplier product number, description, total units/quantity sold, and total sales dollars.

5.4.19.1 DMA Report: Preferred Supplier will report quarterly sales for all products sold under any DMA to each Institutional Participant.

5.4.19.2 Core List Report and Non-Core List Report: Preferred Supplier will report quarterly sales for each Core List and Non-Core List item purchased by each Institutional Participant.

5.4.19.3 Off-Contract Product Report: Preferred Supplier will report its quarterly sales to each Institutional Participant of products and services outside the scope of the Agreement, including janitorial products, equipment, and furniture.

5.4.19.4 Off-Contract Pricing Report: Preferred Supplier will report its quarterly sales made to each Institutional Participant for products sold at prices below the prices in the Agreement.

5.4.19.5 Green Product Purchases: Preferred Supplier will report quarterly sales for each "green" Core List and Non-Core List product purchased by each Institutional Participant.

5.4.19.6 HUB Report: Preferred Supplier will provide periodic reports as required by the HUB subcontracting plan, as applicable.

5.4.20 Preferred Supplier Relationship Management

Preferred Supplier and the UT System Contract Administrator will meet once each quarter to conduct a Quarterly Business Review ("**QBR**") as further described in **APPENDIX THREE – 400**.

5.4.21 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.

5.4.22 Initial Contract Term and Extensions

It is anticipated that the term of the Agreement would be ten (10) years, consisting of an initial term of seven years, with a three-year renewal option by UT System.

5.5 **Proposer's Survey**

Proposer must complete the Proposer's Survey.

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

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

SECTION 6

PRICING SCHEDULE AND AFFIRMATION

6.1 Pricing Schedule

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

6.2 Pricing Affirmation

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

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System

Ref.: Preferred Supplier of Office Supplies

RFP No.: UTS/A43

Ladies and Gentlemen:

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

The prices quoted in **Attachments A, B and C** to this RFP 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 2% 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**" means the total dollar amount of all sales of Office Supplies that are made by Preferred Supplier to Institutional Participants, less credits, returns, taxes, and unpaid invoices. The administrative fee will be used by UT System to provide support for implementation, administration, monitoring, and management of the Agreement.

Subject to the requirements of the Texas Prompt Payment Act (Chapter 2251, *Texas Government Code*), UT System's standard payment terms for services 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 Ariba. Each Addendum must be acknowledged by Proposer prior to the Submittal Deadline and should accompany Proposer's proposal.

1.3 Public Information

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

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

Upon execution of a final agreement, UT System will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be

advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

1.4 Type of Agreement

Preferred Supplier, if any, will be required to enter into an agreement with UT System in a form that (i) includes terms and conditions substantially similar to those set forth in **Section 4** of this RFP, and (ii) is otherwise acceptable to UT System in all respects.

1.5 Proposal Evaluation Process

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

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

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

After submission of a proposal but before final selection of Preferred Supplier is made, UT System may permit a Proposer to revise its proposal in order to obtain Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UT System will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. UT System is not obligated to select Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UT System overall, as determined by UT System.

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

1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP), [d] the terms and conditions set forth in **Section 4** of this RFP, and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UT System during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UT System.
- 1.8.3 UT System will not provide compensation to Proposer for any expenses incurred by Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer, unless otherwise expressly agreed in writing. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UT System, at UT System's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 UT System makes no warranty or guarantee that an award will be made as a result of this RFP. UT System reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete

any requirement or specification from this RFP when deemed to be in UT System's best interest. UT System reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UT System, at UT System's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UT System, in UT System's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing 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 Ariba® e-sourcing tool. Proposer should ensure that all documents are submitted electronically in accordance with the instructions in **Section 3.1** of this RFP.

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

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

UT System will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by hard copy (i.e., paper form) in response to this RFP.

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

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

SECTION 2

EXECUTION OF OFFER

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

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

- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UT System and Proposer; (3) UT System has made no representation or warranty, written or oral, that one or more contracts with UT System will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
- 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the related 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 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-37

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

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

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

APPENDIX TWO

UT SYSTEM POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES

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

APPENDIX THREE

SAMPLE PREFERRED SUPPLIER AGREEMENT

for

OFFICE SUPPLIES

between

THE UNIVERSITY OF TEXAS SYSTEM

and

University of Texas Agreement Number: _____

This Preferred Supplier Agreement, dated effective as of _____, 2014 ("**Effective Date**"), is made by and between **The University of Texas System** ("**UT System**"), a state agency and institution of higher education authorized under the laws of the State of Texas, and _____ ("**Preferred Supplier**"), a _____ corporation, Federal Tax Identification Number _____, with its principal offices located at _____.

This Agreement specifies the terms and conditions applicable to the supply by Preferred Supplier of certain office supplies and related services to UT System and 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, a 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.

"**Office Supplies**" means the products and related services described in **Rider 100**, Scope of Work.

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

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

“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 seven years]*, unless earlier terminated in accordance with the provisions of this Agreement. UT System will have the option to extend the term of this Agreement for an additional three-year period, upon written notice given to Preferred Supplier at least 90 days in advance of the renewal term.

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.

Pursuant to Section 361.965, Texas Health and Safety Code, Preferred Supplier also certifies that it is in full compliance with the State of Texas Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Texas Health and 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. Preferred Supplier acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

SECTION 7 – Tax Certification:

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

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

Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Preferred Supplier agrees that any payments owing to Preferred Supplier under this Agreement may be applied directly toward any debt or delinquency that Preferred Supplier owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

SECTION 9 – Loss of Funding:

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

SECTION 10 – Force Majeure:

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

SECTION 11 – Notices:

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

If to UT System:

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

with copy to:

The University of Texas System Supply Chain Alliance
 Mid Campus Building
 7007 Bertner Ave., Suite 11.2339
 Houston, TX 77030
 Attention: Director
 Fax : 713-792-8084
 Email:jfjoshua@mdanderson.org

If to Preferred Supplier:

 Attn: _____
 Fax: _____
 Email: _____

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

with copy to:

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

and

The University of Texas System Supply Chain Alliance
 Mid Campus Building
 7007 Bertner Ave., Suite 11.2339
 Houston, TX 77030
 Attention: Director
 Fax: 713-792-8084
 Email:jfjoshua@mdanderson.org

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

SECTION 12 – Preferred Supplier's Obligations.

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

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

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

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

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

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

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

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

knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

SECTION 13 – State Auditor’s Office:

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

SECTION 14 –Governing Law:

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

SECTION 15 – Breach of Contract Claims:

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

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

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

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 Party's Right to Audit:

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

SECTION 18 – Access to Documents:

To the extent applicable to this Agreement, in accordance with Section 1861(v)(I)(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 services are to be performed for Institutional Participant.

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

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

The required Commercial General Liability policy will be issued on a form that insures 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 Preferred Supplier will deliver to Institutional Participant:

- 19.2.1** Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance by Preferred Supplier under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- 19.2.2** **All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name The Board of Regents of The University of Texas System, 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 on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.
- 19.2.3** Preferred Supplier hereby waives all rights of subrogation against The Board of Regents of The University of Texas System, 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, The University of Texas System and Institutional Participant. No policy will be canceled until after thirty (30) days' unconditional written notice to Institutional Participant. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Institutional Participant thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 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 this policy.

SECTION 20 – Indemnification:

20.1 TO THE FULLEST EXTENT PERMITTED BY LAW, PREFERRED SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UT PARTY, AND HOLD HARMLESS UT PARTY AND ITS AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY “**INDEMNITEES**”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY “**CLAIMS**”) BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM PREFERRED SUPPLIER’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT, AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF PREFERRED SUPPLIER, ANYONE DIRECTLY EMPLOYED BY PREFERRED SUPPLIER OR ANYONE FOR WHOSE ACTS PREFERRED SUPPLIER MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

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

SECTION 21 – Ethics Matters; No Financial Interest:

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

SECTION 22 – Assignment of Overcharge Claims:

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

SECTION 23 – Assignment and Subcontracting:

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

SECTION 24 – Historically Underutilized Business Subcontracting Plan:

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

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

24.3 If UT Party expands the scope of this Agreement through a change order or any other amendment, UT Party will determine if the additional scope of work contains probable subcontracting opportunities not identified in the initial solicitation for the scope of work. If UT Party determines additional probable subcontracting opportunities exist, Preferred Supplier will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (1) this Agreement may be amended to include the additional scope of work; or (2) Preferred Supplier may perform the additional scope of work. If Preferred Supplier subcontracts any of the additional subcontracting opportunities identified by UT Party without prior authorization and without complying with 34 TAC Section 20.14, Preferred Supplier

will be deemed to be in breach of this Agreement under Section 4.19 and will be subject to any remedial actions provided by Texas law including Chapter 2161, Texas Government Code, and 34 TAC Section 20.14. UT Party may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program.

SECTION 25 – Payment and Invoicing:

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

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

SECTION 26 – Limitations:

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

SECTION 27 – Affirmative Action:

Preferred Supplier agrees that either a written copy of Preferred Supplier's Civil Rights "Affirmative Action Compliance Program" or, if Preferred Supplier is not required to have such a written program, the reason Preferred Supplier is not subject to such requirement, is attached to this Agreement as **Rider 600** and incorporated for all purposes.

SECTION 28 – OSHA Compliance:

Preferred Supplier represents and warrants that all 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 and Safeguarding of University Records; Press Releases; Public Information:

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

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

36.2 Return of University Records. Preferred Supplier agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or

received from or on behalf of UT Party will be (1) returned to UT Party, with no copies retained by Preferred Supplier; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Preferred Supplier will provide UT Party with written notice of Preferred Supplier's intent to destroy University Records. Within five (5) days after destruction, Preferred Supplier will confirm to UT Party in writing the destruction of University Records.

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

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

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

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

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

SECTION 37 – Tax Exemption

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

SECTION 38 – Undocumented Workers:

The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Preferred Supplier is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Preferred Supplier employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, UT Party may terminate this Agreement in accordance with Section 4.31. Preferred Supplier represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

SECTION 39 – No Required Quantities or Minimum Amounts:

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

SECTION 40 – 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 41 – Captions:

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

SECTION 42 – Waivers:

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

SECTION 43 – Binding Effect:

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

SECTION 44 – Limitations of Liability:

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

SECTION 45 – Relationship of the Parties:

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

SECTION 46 – Severability:

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

SECTION 47 – External Terms:

This Agreement completely supplants, replaces, and overrides all other terms and conditions or agreements, written or oral ("**External Terms**"), concerning Preferred Supplier's performance under this Agreement. Such External Terms are null and void and will have no effect under this Agreement, regardless of whether UT Party or any of its employees, contractors, or agents consents or agrees to External Terms. External Terms include any shrinkwrap, clickwrap, 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 48 – 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 49 – Attachments:

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

Rider 100 – Scope of Work

Rider 200 – Pricing Schedule

Rider 300 – Institutional Participation Agreement Form

Rider 400 – Supplier Relationship Management

Rider 500 – HUB Subcontracting Plan

Rider 600 – Affirmative Action Compliance Program

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

THE UNIVERSITY OF TEXAS SYSTEM

[PREFERRED SUPPLIER]

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX THREE- 300

INSTITUTIONAL PARTICIPATION AGREEMENT

By entering into this Institutional Participation Agreement (“**Institutional Participation Agreement**”), the undersigned institution (“**Institutional Participant**”) agrees to the terms and conditions set forth in the Preferred Supplier Agreement between The University of Texas System and _____, Agreement Number UTSSCA _____ dated effective _____, 2014 (the “**Preferred Supplier Agreement**” or “**PSA**”). All of the terms and conditions of the PSA are incorporated into this Institutional Participation Agreement for all purposes. Unless otherwise specified in this Institutional Participation Agreement, all defined terms used in this Institutional Participation Agreement have the same meaning as assigned to those terms in the PSA.

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

Benefits from Preferred Supplier Agreement:

To obtain a broad range of office products and services at discounted prices.

Institutional Participant’s Responsibilities

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

- Identify Preferred Supplier as the “preferred supplier” for office products and services.
- Feature the Core List and Non-Core List products in any e-procurement, ERP, or local ordering systems, for easy access by end-users, and enhance visibility of Core List items within the ordering system through primary preference designation of these items during searches of product catalogs, subject to availability of technology and resources.
- 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 office products and services available for purchase under the PSA.
- Assist in the organization of technical presentations by Preferred Supplier.
- Permit Preferred Supplier, at its sole cost, to create and distribute sales and technical materials involving the office products and services available for purchase under the PSA and that may include updates on: pricing, new product 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 projects by Institutional Participant that might provide opportunities for supply of Preferred Supplier’s products under the PSA (e.g., sustainability/green programs).
- On an ongoing basis, make Institutional Participant’s end-users aware of the business relationship with Preferred Supplier and value-generation opportunities.
- Conduct quarterly business reviews to review reports and commitments.
- Facilitate resolution of customer/supplier conflicts.

Institutional Participant's notice address and contact information is:

The University of Texas at _____
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:

The University of Texas _____

By: _____

Printed Name and Title: _____

Signature: _____

Street: _____

City: _____ State: _____ Zip: _____

Date: _____

Upon activation of this Institutional Participation Agreement, Institutional Participant's Primary Contact will receive notification of activation via email. Please return signed completed form to the UT System Supply Chain Alliance Strategic Sourcing Team at utsscainfo@mdanderson.org.

APPENDIX THREE - 400

SUPPLIER RELATIONSHIP MANAGEMENT

1.0 Supplier Relationship Management (“SRM”) Program Requirements

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

2.0 Quarterly Business Reviews

2.1 QBRs will consist of two major components:

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

Table 1: Key Performance Indicators

Performance Measure	Service Level	Variance from Service Level	Maximum Score	Definition and Measured By
Fill Rate	98%	≤ 1%	15	Total number of items delivered on first delivery, compared to total number of items ordered, in each case aggregated across all Institutional Participants.
		>1%-≤3%	8	
		>3%-≤5%	5	
		>5%	0	
Fill Rate for Next Business Day	96%	≤ 1%	15	Total number of items delivered on a next business day basis, compared to total number of items ordered for
		>1%-≤3%	8	

Orders		>3%-≤5%	5	next business day delivery, in each case aggregated across all Institutional Participants. This metric will be based upon those items which Preferred Supplier has committed to deliver on a next-day basis.
		>5%	0	
Pricing Accuracy	99%	≤1%	10	Proportion of items posted on supplier's website reflecting accurate contract pricing, as confirmed by Alliance audit
		>1%-≤5%	5	
		>5%	0	
Invoice Accuracy	98%	≤1%	10	Proportion of invoiced items reflecting accurate contract pricing, as confirmed by Alliance audit
		>1%-≤5%	5	
		>5%	0	
Shipment Returns	98%	≤2%	5	Proportion of items returned compared to total items shipped.
		>2%-≤5%	2	
		>5%	0	
System Availability	98%	≤2%	5	Availability of fax or web-based ordering calculated on a 7x24 basis; excludes scheduled downtime
		>2%-≤5%	2	
		>5%	0	
Administrative Fees & Incentive Payments	Not more than 5 days late	Y	5	Paid accurately and on time within contract schedules
		N	0	
Historically Underutilized Business Report	Not more than 5 days late	Y	5	Submitted within contract schedule each month to the Alliance (report includes monthly summary by Institutional Participant)
		N	0	
Customer Satisfaction	90% of metric	≤3%	30	Preferred Supplier will attain customer satisfaction score of 90% or greater. Survey content and distribution to be agreed with Preferred Supplier to ensure appropriate measures recorded.
		>3%-≤8%	25	
		>8%-≤15%	15	
		>15%	0	

Table 2: Business Relationship Indicators

Performance Measure	Goal	Definition
1. Campus Outreach	Number and type of communications and events as defined in the Strategic Action Plan	Implement targeted communications and educational programs for end-users and purchasing personnel at each Institutional Participant to: a) foster cooperation and collaboration, b) increase understanding of the value of this Agreement, and c) create greater awareness of savings and savings opportunities.
2. Historically Underutilized Business	3 events per calendar year	Implement an outreach and educational program for Historically Underutilized Businesses within the State of Texas.
3. Sustainability	Number and type of communications and events as defined in the Strategic Action Plan	Implement an ongoing program to educate and promote eco-friendly products and programs to Institutional Participants, and to report environmentally responsible practices deployed in Preferred Supplier's business operations.
4. eCommerce	TBD	e-Commerce utilization by Institutional Participants (method and quantity/percentage of transactions)
5. Savings	TBD	Total savings actually achieved to savings target
6. Process Changes, Improvements and Innovation	TBD	Report on any operating changes, improvements and impact to Institutional Participants

2.2 Business Relationship Indicators

Within ninety (90) days after the Effective Date of this Agreement, Preferred Supplier will submit for approval to the UT System Contractor Administrator a written Strategic Action Plan to achieve goals 1 through 6 in **Table 2**, above. At a minimum the Strategic Action Plan will define the specific strategies, tasks, responsibilities, reports, and timelines to be executed to achieve each goal.

2.3 QBR Meeting Reports and Metrics

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

An advance copy of the Key Performance Indicator Report will be sent to the UT System Contract Administrator no less than ten (10) days prior to the scheduled QBR meeting date.

All report requirements may be modified by Institutional Participants within Preferred Supplier's reasonable capabilities to meet local requirements and service levels. Metrics may be revised upon mutual agreement between Preferred Supplier and the UT System Contract Administrator or the applicable Institutional Participant.

3.0 Preferred Supplier Evaluation and Rating

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

After the initial Agreement implementation period of six (6) months starting on the Effective Date, Preferred Supplier must obtain a minimum composite score of 85 from UT System for each quarter during the remaining term of this Agreement.

4.0 Corrective Action Plan

The UT System Contract Administrator will notify Preferred Supplier during a QBR if Preferred Supplier receives a composite score of less than 85 during the previous quarter or a score of Zero ("0") for any KPI.

Within fifteen (15) calendar days after receipt of such notice, Preferred Supplier will provide the UT System Contract Administrator with a written corrective action plan ("**CAP**") acceptable to the UT System Contract Administrator to address such unacceptable scores. At a minimum, the CAP will address Preferred Supplier's performance issues resulting in unacceptable score(s) and contain a root cause analysis of the problems causing such performance issue, proposed solutions to those problems, proposed process modifications to prevent recurrence of such problems, a time frame for Preferred Supplier's implementation of the proposed solutions and process modifications, and the person(s) who will be responsible for Preferred Supplier's implementation of the CAP. The CAP will be presented to the UT System Contract Administrator for concurrence prior to implementation. Concurrence with the CAP by the UT System Contract Administrator will not be unreasonably withheld or delayed. Concurrence with the CAP will not constitute a waiver by UT System of any rights regarding remedies.

5.0 Liquidated Damages

If Preferred Supplier's implementation of the CAP does not result in a minimum composite score of 85 or greater, or if two (2) or more KPIs remain with a score of zero ("0"), measured over a period of 90 days following the implementation of the CAP, Preferred Supplier will pay UT System \$10,000 per quarter until such time as the composite score is 85 or greater and no more than one KPI has a score of Zero ("0"). This \$10,000 charge will not be construed as a penalty but as liquidated damages designed to cover the additional administrative and management cost incurred by UT System and its institutions to monitor the Preferred Supplier's performance during the period of correction.

6.0 Corrective Action and Remedies

If Preferred Supplier's implementation of the CAP does not result in a minimum composite score of 85 or better or if two (2) or more KPI's remain with a score of Zero ("0") during each subsequent calendar quarter, UT System may, at its sole discretion,:

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

ATTACHMENTS A, B and C

PRICE SCHEDULE

[I presume this will consist of the attachments you provided to me in Excel format.]

INSTRUCTIONS:

1. For each item quoted, Proposer must complete Columns J-P.
2. If not quoting on an item indicate "no bid" in Column J.
3. Please quote an exact match where possible. If Proposer is quoting an "alternate" product, Proposer must indicate "alternate" in Column J and complete Columns Q-Z.
4. Proposer may quote both an exact match and alternative.
5. The Single Unit (each Price) in Column O & Y is for analysis purposes only and does not represent the unit of sale. For example, if there are 100 units per pack and the per pack price is \$200 then the Single Unit/Each Price is \$2.00.
6. In Column P & Z, indicate "Yes" or "No" if the item is available for next day delivery.
7. Quantities indicated are based on annual historical usage and are provided for reference and bidding purposes only. In no way shall quantities indicated be construed as a minimum quantity guarantee or commitment to purchase by Institutional Participants.

[illegible]

General Supply	S9	BE550G	7E+05	APC 550VA BATTERY BACK-UPS	APC	EA	62
General Supply	S9	P62	3576	SURGEARREST 6 OUTLET	APC	EA	201
Paper	P2	OM96600	4E+05	REDI-STRIP BUS ENV #10	ASCEND	BX	81
Paper	P2	OM00699	5E+05	ENV PEEL-TO-SEAL 9X12 100PK	ASCEND	BX	217
Paper	P2	OM98132	1E+05	ENV 9X12 PEEL&SEAL 10OCT OMX	ASCEND	BX	111
Paper	P2	OM01238	9E+05	ENV PEEL-TO-SEAL SEC #10 100PK	ASCEND	BX	211
General Supply	C4	NEXUS17ASUS-	11669	NEXUS 7 32GB	ASUS	EA	22
General Supply	B1	PM428-13	2E+05	2013RY MNTH OFFICEWALL 20X30	AT-A -GLANCE	EA	157
General Supply	B1	PM228-13	2E+05	2013RY MNTH OFFICEWALL 12X17	AT-A -GLANCE	EA	224
General Supply	B1	PM328-13	2E+05	2013RY MNTH OFFICEWALL 15X22	AT-A -GLANCE	EA	102
General Supply	B1	E51750-13	2E+05	2013RY DLY DSKCAL QNOTE RFL3X6	AT-A -GLANCE	EA	195
General Supply	B1	SK32G00-13	2E+05	2013RY MNTH ECO-GRN DSKPD22X17	AT-A -GLANCE	EA	111
General Supply	B1	PM5028-13	2E+05	2013RY MNTH QN WALL CAL 8X11	AT-A -GLANCE	EA	107
General Supply	B1	PM17028-13	2E+05	2013RY MNTH DSKWALL CAL 9X11	AT-A -GLANCE	EA	101
General Supply	B1	E717R50-13	2E+05	2013RY DLY RCYCL DSKCAL RFL3X6	AT-A -GLANCE	EA	161
General Supply	B1	E71750-14	36414	2014RY DAILY DESK CAL REFL 3X6	AT-A -GLANCE	EA	142
General Supply	B1	PM128-13	2E+05	2013RY MNTH OFFICEWALL 8X11	AT-A-G	EA	995
General Supply	B1	GG250000-13	2E+05	2013RY TWO-COLOR DSK PD.22X17	AT-A-G	EA	1,020
General Supply	B1	7026005-13	2E+05	2013RY MTHLY PLNRR BK BLK 9X11	AT-A-G	EA	432
General Supply	B1	760605-13	2E+05	WW2013RY MTHLY PRO QN BLK 8X11	AT-A-G	EA	110
General Supply	B1	SK1400-13	2E+05	2013RY MNTH DESKPAD CAL 17X10	AT-A-G	EA	703
General Supply	B1	7095005-13	2E+05	2013RY WKLY CLSC APT BLK 8X11	AT-A-G	EA	207
General Supply	B1	PM2628-13	2E+05	2013RY YRLY WALL CAL ERASZ4X36	AT-A-G	EA	128
General Supply	B1	PM1128-13	2E+05	2013RY 3-MONTH WALL CAL 12X27	AT-A-G	EA	273
General Supply	B1	SK900-13	2E+05	2013RY MNTH DESKWALL 11X8	AT-A-G	EA	367
General Supply	B1	E71750-13	2E+05	2013RY DAILY DESK CAL REFL 3X6	AT-A-G	EA	1,305
General Supply	B1	G100017-13	2E+05	2013RY WALL ILLUSTRATOR12X11	AT-A-G	EA	228
General Supply	B1	E717T50-13	2E+05	2013RY DLY DSKCAL TAB RFL 3X6	AT-A-G	EA	379
General Supply	B1	PM128-14	34413	2014RY MNTH OFFICEWALL 8X11	AT-A-G	EA	181
General Supply	B1	SW705X50-13	2E+05	2013RY FLIP-A-WK CAL REFILL5X7	AT-A-G	EA	127
General Supply	B1	SK117000-13	2E+05	2013RY MNTH DSKPD AAGBLK 22X17	AT-A-G	EA	320
General Supply	B1	PM1228-13	2E+05	2013RY YEARLY WALL CAL 24X36	AT-A-G	EA	117
General Supply	B1	E51950-13	2E+05	2013RY DLY DSKCAL QMPCT RFL3X4	AT-A-G	EA	137
General Supply	L2	70023	2E+05	BINDER ECOVUE WE 3 DRING	AURORA	EA	124
General Supply	L2	70022	2E+05	BINDER ECOVUE WE 2 DRING	AURORA	EA	124
General Supply	L2	70021	2E+05	BINDER ECOVUE 1.5 DRING	AURORA	EA	169
General Supply	A7	RM3421B	2332	3.4 CU. FT. REFRIGERATOR WITH CHILLER CO	AVANTI	EA	36
General Supply	A7	MO1450TW	3544	1.4 CUBIC FOOT CAPACITY MICROWAVE OVEN,	AVANTI	EA	30
General Supply	A7	MO1108SST	3541	1.1 CU. FT. CAPACITY STAINLESS STEEL TOU	AVANTI	EA	30
General Supply	A7	SHP1701B	2342	1.7 CU. FT. SUPERCONDUCTOR COMPACT REFRIG	AVANTI	EA	25
General Supply	A7	MO7212SSST	3542	1.7 CU. FT. CAPACITY MICROWAVE OVEN, 700	AVANTI	EA	32
General Supply	A7	RM4589SSZ	4E+05	REFRIGERATOR 4.5 CF SS	AVANTI	EA	8
General Supply	A1	98-073	1E+05	PERMANENT GLUE STICK 6PK	EVERY	PK	137
General Supply	A5	5160	4E+05	LBL 1X2-5/8 WHT LSR 3000PK	EVERY	BX	1,162
General Supply	A5	5384	4E+05	NAMEBADGE CLIP 3X4 LSR 40PK	EVERY	BX	353
General Supply	A5	5395	5E+05	NAMEBADGE WHT LSR/IJ 400PK	EVERY	BX	296
General Supply	A5	74461	3E+05	NAMEBADGE CLIP2 25X3.5 100PK	EVERY	BX	269
General Supply	A5	5162	4E+05	LBL 1-1/3X4 WHT LSR 1400PK	EVERY	BX	497
General Supply	A5	5960	4E+05	LBL 1X2-5/8 WHT LSR 7500PK	EVERY	BX	216
General Supply	A5	74459	3E+05	NAMEBADGE HANGING 3X4 100PK	EVERY	BX	196
General Supply	A5	74541	4E+05				

General Supply	L2	17685	RE+05 BINDER FLEXI-VIEW 1"	AVERY	EA	121
General Supply	L2	14801	1E+05 HANGING BINDER 1" BLACK	AVERY	EA	174
General Supply	L2	14800	1E+05 HANGING BINDER 1" BLUE	AVERY	EA	182
General Supply	L2	47781	4E+05 LAY FLAT REPORT COVER GRAY 1PK	AVERY	EA	143
General Supply	L2	17676	8E+05 BINDER FLEXIBLE PRES 1"	AVERY	EA	210
General Supply	L2	73720	2E+05 BUSINESS CARD HOLDER	AVERY	PK	230
General Supply	L2	75225	1E+05 SHEET LITTER	AVERY	PK	186
General Supply	L2	89105	2E+05 1.5" BINDER SPINE INSERTS	AVERY	PK	107
General Supply	L2	K311-15-BK	3E+05 BINDER,3RGL1X8,5.1.5" BK	AVERY	EA	108
General Supply	L3	11446	5E+05 INDEX MAKER LAE PUNCHED 5 TAB	AVERY	BX	238
General Supply	L3	11447	5E+05 INDEX MAKER LSR PUNCHED 8 TAB	AVERY	BX	157
General Supply	L3	11557	2E+05 INDEX MAKER WHT 8TB DVDR 50 BX	AVERY	BX	26
General Supply	L3	11443	2E+05 LASER UNPUNCHED 5 TAB WHT	AVERY	BX	50
General Supply	L3	11556	2E+05 INDEX MAKER WHT 5TB DVDR 50/BX	AVERY	BX	27
General Supply	L3	11424	9E+05 LASER/IJ 8 TAB COLORS 26-SET	AVERY	BX	37
General Supply	L3	11437	3E+05 INDEX MAKER 8TB WHITE SPK	AVERY	PK	340
General Supply	L3	11423	9E+05 LASER/IJ 5 TAB COLORS 26-SET	AVERY	BX	58
General Supply	L3	11186	9E+05 READY INDEX 8TB COLOR 6PK	AVERY	PK	311
General Supply	L3	11444	5E+05 LASER UNPUNCHED 8 TAB WHT	AVERY	BX	28
General Supply	L3	11429	1E+05 INDEX MAKER 12TAB WE SPK	AVERY	PK	172
General Supply	L3	11436	3E+05 INDEX MAKER 5TB WHITE SPK	AVERY	PK	235
General Supply	L3	01330	8E+05 LEGAL DIVIDER 25 TAB SET 1-25	AVERY	PK	364
General Supply	L3	16171	1E+06 WRITE-ON DURABLE 8TB COLOR 1PK	AVERY	ST	495
General Supply	L3	11196	3E+05 READY INDEX 12TB COL OR 6PK	AVERY	PK	214
General Supply	L3	11134	5E+05 READY INDEX 10TB BW 1PK	AVERY	ST	413
General Supply	L3	11125	5E+05 READY INDEX A-Z COLOR 1PK	AVERY	ST	713
General Supply	L3	11132	5E+05 READY INDEX 8TB B/W 1PK	AVERY	ST	493
General Supply	L3	11331	9E+05 PLSTC DVDRS MONTHLY 3HOLE PNCH	AVERY	ST	274
General Supply	L3	16239	2E+05 INDX TB W/PRTNBL INSR 2" ASST	AVERY	PK	289
General Supply	L3	11188	9E+05 EADY INDEX 10TB COLOR 6PK	AVERY	PK	183
General Supply	L3	11197	3E+05 READY INDEX 15TB COLOR 6PK	AVERY	PK	131
General Supply	L3	11111	3E+05 INSERTABLE 8TB BUFF-COLOR 1PK	AVERY	ST	2,291
General Supply	L3	11127	5E+05 READY INDEX MONTHS COLOR 1PK	AVERY	ST	656
General Supply	L3	11901	2E+05 INSERT PLSTC 8TB COLOR 1PK	AVERY	ST	1,093
General Supply	L3	11112	3E+05 INSERTABLE 8TB BUFF-CLEAR 1PK	AVERY	ST	1,964
General Supply	L3	11124	2E+05 INSERTABLE PAPER 8TB CLEAR 1PK	AVERY	ST	1,165
General Supply	L3	11187	9E+05 READY INDEX 5TB COLOR 6PK	AVERY	PK	233
General Supply	L3	11131	5E+05 READY INDEX 5TB COLOR 1PK	AVERY	ST	300
General Supply	L3	11381	5E+05 LETTER EXHIBIT DIVIDERS 1-10	AVERY	ST	283
General Supply	L3	11906	2E+05 INSERT PLSTC 2PKT 5TB COLR 1PK	AVERY	ST	447
General Supply	L3	11135	5E+05 READY INDEX 10TB COL OR 1PK	AVERY	ST	273
General Supply	L3	16183	9E+05 WRT ON PLST DVDR 5TB MULTI 1ST	AVERY	ST	144
General Supply	L3	16283	2E+05 TABS-PRNTBLE 1-3/4" ASRT 80PK	AVERY	PK	214
General Supply	L3	16170	1E+06 WRITE-ON DURABLE 5TB COLOR 1PK	AVERY	ST	576
General Supply	L3	11528	6812 PRINT ON DIVIDERS WHT 8TB 1ST	AVERY	ST	137
General Supply	L3	11416	5E+05 INDEX MAKER 5TB WHITE 1PK	AVERY	ST	281
General Supply	L3	11133	5E+05 READY INDEX 8TB COLOR 1PK	AVERY	ST	276
General Supply	L3	11417	5E+05 INDEX MAKER 8TB WHITE 1PK	AVERY	ST	257
General Supply	L3	11907	2E+05 INSERT PLSTC 2PKT 8TB COLO 1PK	AVERY	ST	298
General Supply	L3	11122	2E+05 INSERTABLE PAPER 5TB CLEAR 1PK	AVERY	ST	676
General Supply	L3	11141	5E+05 READY INDEX 12TB COLOR 1PK	AVERY	ST	137
General Supply	L3	23079	5E+05 WRITE-ON 8TB COLOR 1PK	AVERY	ST	604
General Supply	L3	16173	4E+05 WRITE-ON TOP TAB 5TB COLOR 1PK	AVERY	ST	187
General Supply	L3	11143	5E+05 READY INDEX 15TB COLOR 1PK	AVERY	ST	106
General Supply	L3	23078	5E+05 WRITE-ON 8TB WHITE 1PK	AVERY	ST	764
General Supply	L3	11450	3E+05 LABEL DIVIDERS PLASTIC 8 TAB	AVERY	ST	164
General Supply	L3	11201	2E+05 INSRT STYLE EDGE 8TB COLOR 1PK	AVERY	ST	308
General Supply	L3	11370	2E+05 LEGAL TAB DIV 1-25 WHT 1PK	AVERY	ST	450
General Supply	L3	11142	5E+05 READY INDEX 15TB BW 1PK	AVERY	ST	100
General Supply	L					

Paper	P1	MP-2241-BA	9E+05	MP COLOR 8X11.24# BANANA	BOISE CASCADE	RM	427
Paper	P1	235162	2E+05	FRWX DYNAMITEWHITE 110# 250PK	BOISE CASCADE	PK	266
Paper	P1	BPC-1180	5E+05	LSR WHITE 11" 80# COVER	BOISE CASCADE	PK	182
Paper	P1	MP-2241-TE	9E+05	MP COLOR 8X11.24# ORANGE	BOISE CASCADE	RM	401
Paper	P1	235249	2E+05	FRWX DYNAMITE WHITE 90# 250PK	BOISE CASCADE	PK	258
Paper	P1	GLP-3211	5E+05	LSR GLSY #32 8.5X11"	BOISE CASCADE	RM	101
Paper	P1	Ox9007	2E+05	CASCADE X-9 COPY PAPER 11X17	BOISE CASCADE	RM	103
Paper	P1	MW-2401	2E+05	FRWX 5 ASLT COLORS 24# REAM	BOISE CASCADE	RM	267
Paper	P1	MP-2201-GRP	1E+05	GOLDEN GLIMMER 11" 20#	BOISE CASCADE	RM	507
Paper	P1	BPL-0111	1E+05	8-12X11 LASER PAPER 24LB	BOISE CASCADE	RM	249
Paper	P1	055011	2E+05	PPR ASPEN 50 WE 8.5X11	BOISE CASCADE	RM	444
Paper	P1	CC2241	5E+05	CASCADE XEROGRAPHIC PAPER	BOISE CASCADE	RM	414
Paper	P1	055014	1E+05	ASPEN50 REAM 8.5"x14"	BOISE CASCADE	RM	127
Paper	P1	MP-2241-CY	2E+05	MP COLOR 8X11.24# CANARY	BOISE CASCADE	RM	385
Paper	P1	MP-2241-GF	9E+05	MP COLOR 8X11.24# PURPLE	BOISE CASCADE	RM	127
Paper	P1	MP-2241-GN	2E+05	MP COLOR 8X11.24# MINTGRN	BOISE CASCADE	RM	338
Paper	P1	MP-2201-PKN	3E+05	MP COLOR 8X11.20# PUMPKN	BOISE CASCADE	RM	226
Paper	P1	MP-2241-HP	9E+05	MP COLOR 8X11.24# HOTPNK	BOISE CASCADE	RM	252
Paper	P1	A108511	1E+05	BOISE HD-P ALL-IN-ONE 96 1520	BOISE CASCADE	RM	333
Paper	P1	MP-2241-BE	2E+05	MP COLOR 8X11.24# BLUE	BOISE CASCADE	RM	290
Paper	P1	MP-2241-FA	2E+05	MP COLOR 8X11.24# FUCSIA	BOISE CASCADE	RM	111
Paper	P1	MP-2201-GY	3E+05	MP COLOR 8X11.20# GRAY	BOISE CASCADE	RM	162
Paper	P1	MP-2241-RY	9E+05	MP COLOR 8X11.24# RED	BOISE CASCADE	RM	106
Paper	P1	MP-2201-BF	9E+05	MP COLOR 8X11.20# BUFF	BOISE CASCADE	RM	234
Paper	P1	054907	4E+05	11X17 BOISE ASPEN RECVC	BOISE CASCADE	RM	153
Paper	P1	MP-2241-GD	2E+05	MP COLOR 8X11.24# GOLD	BOISE CASCADE	RM	251
Paper	P1	054901-P	4E+05	ASPEN 30 -HP 8.5X11" REAM	BOISE CASCADE	RM	267
Paper	P1	MP-2651-LE	3E+05	FVX CVR 8X11 65# L.LIME	BOISE CASCADE	PK	123
Paper	P1	MP-2201-TT	2E+05	MP COLOR 8X11.20# TURQUS	BOISE CASCADE	RM	121
Paper	P1	MP-2201-TN	3E+05	MP COLOR 8X11.20# TAN	BOISE CASCADE	RM	108
Paper	P1	MP-2201-GS	3E+05	MP COLOR 8X11.20# SPGGRN	BOISE CASCADE	RM	200
Paper	P1	MP-2201-IY	2E+05	FLASHING IVORY 11" 20#	BOISE CASCADE	RM	227
Paper	P1	MP-2201-OR	3E+05	ECHO ORCHID 11" 20#	BOISE CASCADE	RM	176
Paper	P1	MP-2241-PK	2E+05	MP COLOR 8X11.24# PINK	BOISE CASCADE	RM	148
Paper	P1	MP-2201-CHE	3E+05	MP COLOR 8X11.20# CHERRY	BOISE CASCADE	RM	165
Paper	P1	Ox9001-P	2E+05	PPR X-9 8.5X11 3-HOLE	BOISE CASCADE	RM	107
General Supply	A7	81461	4333	BOUNTY PAPER TOWELS 15 RO 0558	BOUNTY	CT	105
General Supply	A7	28322	4E+05	BOUNTY BASIC ROLL TOWEL	BOUNTY	PK	212
General Supply	A7	34885	2E+05	NAPKINS 20OCT	BOUNTY	PK	153
General Supply	W5	81539	2355	BOUNTY PAPER TOWELS 1 ROLL	BOUNTY	EA	356
General Supply	W3	9B1900021	9E+05	SCEMENTED OIL AIR FRESHENER - HA	BRIGHT AIR	EA	103
General Supply	A5	TZE-2312PK	9E+05	BRTH LT BLK ON WHT 1/2" 2PK	BROTHER	EA	908
General Supply	A5	TZE-231	9E+05	BRTH LT BLK ON WHT 1/2"	BROTHER	EA	1,653
General Supply	A5	TZE-241	9E+05	BRTH LT BLK ON WHT 3/4"	BROTHER	EA	638
General Supply	A5	TZE-251	9E+05	BRTH LT BLK ON WHT 1"	BROTHER	EA	309
General Supply	A5	TZE-131	9E+05	BRTH LT BLK ON CLR 1/2"	BROTHER	EA	448
General Supply	A5	DK1203	2E+05	BRTH LT CUT FILE FLDP PPR LBL	BROTHER	EA	231
General Supply	A5	M2312PK	7E+05	BRTH LT BLK ON WHT 1/2" 2PK	BROTHER	PK	180
General Supply	A5	TZE-221	9E+05	BRTH LT BLK ON WHT 3/8"	BROTHER	EA	186
General Supply	A5	TZE-141	9E+05	BRTH LT BLK ON CLR 3/4"	BROTHER	EA	112
General Supply	A5	TZE-211	9E+05	BRTH LT BLK ON WHT 1/4"	BROTHER	EA	163
General Supply	A5	M231	8E+05	BRTH LT BLK ON WHT 1/2"	BROTHER	EA	259
General Supply	A5	DK1201	2E+05	BRTH LT CUT STD ADPS PPR LBL			

Toner	S1	2662B001AA	9E+05	CANON TONER 118 BLACK	CANON	EA	24
Toner	S1	4547B001AA	1E+05	INKCART CLI-226.CN	CANON	EA	224
Toner	S1	4548B001AA	1E+05	INKCART CLI-226.MG	CANON	EA	208
Toner	S1	4549B001AA	1E+05	INKCART CLI-226.YL	CANON	EA	205
Toner	S1	4546B001AA	1E+05	INKCART CLI-226.BK	CANON	EA	165
General Supply	SS	7833A001AA	3E+05	CANON TONER S35 BLK	CANON	EA	22
General Supply	SS	7621A001AA	2E+05	FAX TONER	CANON	EA	35
General Supply	L2	26330	8E+05	XTRALIFE CVR BINDER 3"CAP	CARDINAL	EA	219
General Supply	L2	26341	1E+06	XTRALIFE CV D-RING BNDR BLK 4"	CARDINAL	EA	119
General Supply	L2	26320	1E+06	XTRALIFE CVR BINDER 2"CAP	CARDINAL	EA	187
General Supply	L2	32200	2E+05	ANTI MICROBIAL LRR VIEW BNDR 1"	CARDINAL	EA	318
General Supply	L2	32215	2E+05	ANTIMICROBIAL LRR VIEW BNDR1.5	CARDINAL	EA	253
General Supply	L2	32120	2E+05	ANTI MICROBIAL CV DR 2" WHITE	CARDINAL	EA	184
General Supply	L2	26321	2E+05	XTRALIFE COVER BINDER BLK 2"	CARDINAL	EA	147
General Supply	L2	26300CB	1E+06	XTRALIFE CVR BINDER 1"CAP	CARDINAL	EA	211
General Supply	L2	26350	2E+05	ANTI MICROBIAL LRR VIEW BNDR 5/8	CARDINAL	EA	298
General Supply	L2	26310	1E+05	XTRALIFE CVR BINDER 1.5" CAP	CARDINAL	EA	136
General Supply	L2	32230	2E+05	ANTIMICROBIAL LRR VIEW BNDR3"	CARDINAL	EA	123
General Supply	L2	32220	2E+05	ANTIMICROBIAL LRR VIEW BNDR2"	CARDINAL	EA	106
General Supply	L2	32115	2E+05	ANTI MICROBIAL CV DR 1.5"WHITE	CARDINAL	EA	105
Paper	P3	14555	1E+05	CPP PTTNRPLAY 7X5 NTBK 80CT CR	CAROLI	EA	151
General Supply	J4	XJA256	13160	XJ-A256 WXGA GREEN SLIM 2274	CASIO	EA	2
General Supply	M1	MS80S	2E+05	MS-80S BASIC CALCULATOR	CASIO	EA	311
General Supply	J1	77106	3E+05	PROTRACTOR 6YR LAS CR	CHARLE	EA	117
General Supply	K5	67700002	4E+05	CLOCK,12"CONTRAC,BK,TRAD	CHICAG	EA	146
Toner	S1	0628B002	6E+05	CANON INK PGI-5 BLK	CHROMA	EA	154
Toner	S1	0621B002	6E+05	CANON INK CLI-8 CYN	CHROMA	EA	101
General Supply	A7	03742	4E+05	COOKIE,OREO,12PK/BX	CLASSI	BX	118
Folder	F1	62627	1E+05	BIODEGRADABLE PROJ FLDR 25/BX	C-LINE	BX	171
General Supply	L2	62029	3E+05	TOP LOADSHT PROTECTOR 11"x8.5"	C-LINE	BX	143
General Supply	W3	17614	4E+05	WIPE DISINFECTANT LAV	CLOROXX	EA	728
General Supply	W3	35306	2E+05	FORMULA 409 CLRNR/DEGRSSR ORIGIN	CLOROXX	EA	444
General Supply	W3	01504	4E+05	CLEANER WIPES DSIGNCT LMVN	CLOROXX	EA	462
General Supply	W3	02490	4E+05	DISC USE 24119348 CLX BLEACH	CLOROXX	EA	397
General Supply	W3	30172	1E+05	GREENWORKS DISH SOAP FREE&CLEAR	CLOROXX	EA	228
General Supply	W3	15948	4E+05	DISINFECTING WIPES LEMON 75CT	CLOROXX	EA	142
General Supply	W3	00456	1E+05	GREENWORKS ALL PURPOSE CLEANER	CLOROXX	EA	109
General Supply	A7	5233	4E+05	DIET COKE FRIDGEPACK 12 CANS	COCA-C	PK	159
General Supply	A7	NES35180	5E+05	COFFEEMATE HAZLNUT PC CUPS	COFFEE	BX	663
General Supply	A7	79128	2760	VANILLA CARAMEL TUBS	COFFEE	BX	125
General Supply	A1	17206	2E+05	LARGE PICTURE HANGING STRIPSWH	COMMON	EA	163
General Supply	A1	17047	2E+05	STICKY WALL SAWTOOTH HANGER	COMMON	EA	135
General Supply	A8	17204	3E+05	PICTURE HANGING STRIPS 6 SETS	COMMON	PK	195
General Supply	A8	17021P	9E+05	MEDIUM MOUNTING STRIPS	COMMON	PK	147
General Supply	H4	17003-VP-3PK	3E+05	LARGE WHITE HOOKS VALUE 3PK	COMMON	PK	228
General Supply	H4	17001-VP-6PK	3E+05	MEDIUM WHITE HOOKS VALUE 6PK	COMMON	PK	202
General Supply	H4	17067-VP	9E+05	SMALL WIRE HOOKS VALUE PACK	COMMON	PK	132
General Supply	H4	17003-HOOK	7E+05	LARGE WHITE HOOK W/2 STRIPS	COMMON	PK	154
General Supply	J1	58-7722	1E+05	CLASSIC MARKERS BRNDLINE 10CT	CRAYOL	PK	524
General Supply	J1	58-7808	4E+05	BROADLINE WASHABLE MARKERS 8CT	CRAYOL	PK	301
General Supply	J1	68-4012	4E+05	COLORLED PENCILS 12 COUNT	CRAYOL	ST	343
General Supply	J1	52-3024	2E+05	CRAYONS 24 CT	CRAYOL	BX	117
General Supply	J1	52-0008	3E+05	CRAYOLA CRAYONS TUCK 8 COUNT	CRAYOL	BX	170
Writing	N2	58-7732	7E+05	CRAYOLA CLR MRKER / 8 CLR	CRAYOL	PK	271

General Supply	A7	KM207	2E+05	KNIFE 100 COUNT	DIXIE	BX	484
General Supply	A7	TM507	4E+05	MEDIUM WEIGHT BOXED SPOON BLK	DIXIE	BX	238
General Supply	A7	FM507	4E+05	MEDIUM WEIGHT BOXED FORK BLK	DIXIE	BX	175
General Supply	A7	5342CDPK	4E+05	CUP HOT 12OZ 50/PK	DIXIE	PK	146
General Supply	A7	KM517	5E+05	MEDIUMWEIGHT BULK KNIFE BLK	DIXIE	CT	136
Paper	P3	99709	4E+05	LEGAL RULED PAD 50SHT WHT 6PK	DOCKET	PK	399
Paper	P3	99707	4E+05	LEGAL RULED PAD 50SHT CNRY 6PK	DOCKET	PK	221
Paper	P3	99705	4E+05	LEGAL PAD 8X8 WHT 50 SH'S 6PK	DOCKET	PK	166
Paper	P3	99701	8E+05	TOP WIREBOUND WRITING PAD WHT	DOCKET	EA	179
General Supply	A7	60052101	9E+05	COFFEE.DONUT SHOP K-CUP	DONUT	BX	299
General Supply	A7	60052101CT	9E+05	COFFEE.DONUT SHOP K-CUP	DONUT	CT	56
General Supply	A7	60051012	9E+05	COFFEE.GLJNS.BTR TFE K-CUP	DONUT	BX	138
Paper	P3	63392	4E+05	WRITING TABLETS 3HP 3PK 100SHT	DOUBLE	PK	107
General Supply	A8	B45012	4E+05	DUCT TAPE 2" X 45YDS	DUCK	RL	130
General Supply	L5	S3600	1E+05	VARIO 10 PANEL DESK SYSTEM	DURABLE	EA	49
General Supply	L9	MN1500B24	4E+05	ALKALINE AA COPPERTOP VALUE PK	DURACE	PK	3,006
General Supply	L9	MN2400B24	4E+05	AAA COPPERTOP VALUE PACK 24	DURACE	PK	1,687
General Supply	L9	MN1500BKDCTN	1E+05	DURACELL COPPERTOP AA BULK	DURACE	CT	231
General Supply	L9	PC1500BKD	7E+05	PROCELL AA ALKALINE 24PK BATTERIES	DURACE	PK	1,336
General Supply	L9	MN24RT12Z	8E+05	AAA COPPERTOP BATTERIES 12PK	DURACE	PK	1,333
General Supply	L9	MN1500B20Z	1E+05	COPPERTOP AA ALKALINE BAT 20PK	DURACE	PK	970
General Supply	L9	MN16RT4Z	3E+05	9 VOLT BATTERY 4-PACK	DURACE	PK	696
General Supply	L9	MN13RT8Z	3E+05	D SIZE BATTERY 8-PACK	DURACE	PK	502
General Supply	L9	PC1300	7E+05	DURACELL D BATTERY 12 PACK	DURACE	BX	251
General Supply	L9	MN14RT8Z	3E+05	C BATTERY 8 EA/PK	DURACE	PK	298
General Supply	L9	MX1500B8Z	7E+05	ULTRA AA BATTERIES 8PK	DURACE	PK	377
General Supply	L9	PC1400	7E+05	COPPERTOP PROCELL C 12 PACK	DURACE	BX	264
General Supply	L9	MN15RT12Z	3E+05	AA COPPERTOP BATTERIES 12 PK	DURACE	PK	343
General Supply	L9	DC1500B8N	9E+05	AA RECHARGEABLE BATTERIES 8PK	DURACE	PK	160
General Supply	L9	DL2032BPk	4E+05	LITHIUM BATTERY	DURACE	EA	1,303
General Supply	L9	MN1500B10Z	4E+05	COPPERTOP AA ALKALINE BAT 10PK	DURACE	PK	535
General Supply	L9	D303357PK	8E+05	WATCH/CALCULATOR BATTERY	DURACE	EA	1,998
General Supply	L9	MX2400BZ	4E+05	ULTRA AAA BATTERIES 24PK	DURACE	PK	1,332
General Supply	L9	MN2400B10Z	4E+05	COPPERTOP AAA ALKALINE BAT10PK	DURACE	PK	138
General Supply	L9	MN1300R4Z	7E+05	D COPPERTOP BATTERIES 4PK	DURACE	PK	104
General Supply	L9	MN2400BKDCTN	1E+05	DURACELL COOPERTOP AAA BULK	DURACELL	CT	74
General Supply	L9	MN15P36	2E+05	COPPERTOP AA ALKALINE 36 PK	DURACELL	PK	198
General Supply	L9	MX1500	8E+05	ULTRA POWER AA 24 PACK	DURACELL	PK	185
General Supply	L9	PC16048KD	7E+05	PROCELL 9-VOLT ALKALINE 12 PK BATTERIES	DURACELL	PK	174
General Supply	L9	DL123ABPK	9E+05	LITHIUM BATTERY 3.0 VOLT	DURACELL	EA	269
General Supply	L9	DL1304	9E+05	9 VOLT L LITHIUM BATTERY	DURACELL	EA	143
General Supply	L9	PX76A675PK	4E+05	BATTERY 1.5 VOLT	DURACELL	EA	229
General Supply	S6	DPSXLRCP	5E+05	GAS DUSTER 10OZ 12EA/PK	DUST-OFF	PK	145
General Supply	S6	DPNLX2	3E+05	DUST OFF AIR DUSTERS 10 OZ 2PK	DUST-OFF	PK	105
General Supply	A5	10697	3E+05	2PK 1/2" BLACK/WHITE LBL TAPE	DYMO	PK	290
General Supply	A5	91331	5E+05	1/2" POLY BLACK ON WHITE	DYMO	EA	240
General Supply	Q8	1752264	9E+05	LABELWRITER 450	DYMO	EA	196
General Supply	Q8	1752265	9E+05	LABELWRITER 450 TURBO	DYMO	EA	52
General Supply	Q8	1752266	9E+05	LABELWRITER 450 TWIN TURBO	DYMO	EA	32
General Supply	W3	PL9721/12	633	DISHIMATE DISH LQD, FREE/CLEAR	EARTH FRIENDLY	EA	161
General Supply	A7	EPP013	7E+05	SUGARCANE PLATE .9IN.WHT	ECO-PRODUCTS	CT	47
General Supply	L2	20382-12	5E+05	ECOVUE BINDER 1.5 INCH	ECOVUE	EA	1,191
General Supply	L2	20374-12	5E+05	ECOVUE BINDER 2 IN	ECOVUE	EA	318
General Supply	L2	20372-12	5E+05	ECOVUE BINDER 1INCH	ECOVUE	EA	353
General Supply	E9	65974					

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General Supply	A7	14731	9E+05	TEA ENG BREAKFAST K-CUP	GREEN MOUNTAIN	BX	152																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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General Supply	A7	22649	4E+05 STARBURST ORIG FRUIT 410Z SUP	STARBUCKS	BG	201
General Supply	A7	153966	3E+05 AWAKE TAZO ASSORTED	STARBUCKS	BX	122
General Supply	L2	88010	8E+05 QUICKFIT RR VIEW BNDR 1" WE	STRIDE	EA	5,019
General Supply	L2	87070	8E+05 5" D-RING	STRIDE	EA	313
General Supply	L2	88030	3E+05 QUICKFIT RR VIEW BNDR 2" WE	STRIDE	EA	1,856
General Supply	L2	88020	3E+05 QUICKFIT RR VIEW BNDR 1.5" WE	STRIDE	EA	2,033
General Supply	L2	88050	3E+05 QUICKFIT RR VIEW BNDR 3" WE	STRIDE	EA	1,094
General Supply	L2	88000	3E+05 BINDER VIEW, 5" ROUND WE	STRIDE	EA	1,946
General Supply	L2	88011	8E+05 QUICKFIT RR VIEW BINDER 1" BK	STRIDE	EA	1,922
General Supply	L2	88031	3E+05 QUICKFIT RR VIEW BINDER 2" BK	STRIDE	EA	1,018
General Supply	L2	87060	8E+05 4" D-RING	STRIDE	EA	418
General Supply	L2	88001	3E+05 QUICKFIT RR VIEW BINDER, 5" BK	STRIDE	EA	666
General Supply	L2	87000	4E+05 QUICK FIT BINDER 5/8" 3 RG WE	STRIDE	EA	370
Paper	P3	28045	2E+05 CPP ICECREAM PRSNL BK 80CT CR	STUDIO	EA	220
General Supply	A7	50319	8E+05 SUGAR IN THE RAW DISPENSER BOX	SUGAR	BX	145
General Supply	A7	90780	2E+05 CREAMER IN A CANISTER 12 OZ	SUGAR	EA	327
General Supply	A7	90585	4E+05 CANE SUGAR IN CANISTER 20 OZ	SUGAR	EA	239
General Supply	A7	50150	6E+05 SWEET N LOW 400 CT	SWEET	BX	216
General Supply	W3	84919500	7E+05 SWIFFER DUSTER REFILL	SWIFFER	BX	138
General Supply	H1	35450	2E+05 FULL STRIP STAPLES 5000 BOX	SWINGLINE	BX	1,988
General Supply	H1	48209	1E+05 OPTIMA 45 ELECTRIC STAPLER	SWINGLINE	EA	84
General Supply	H1	44401	5E+05 444 DESK STAPLER STD TYPE	SWINGLINE	EA	730
General Supply	H1	54501	2E+05 545 STANDARD STAPLER BLACK	SWINGLINE	EA	1,747
General Supply	H1	48200	7E+05 PORTABLE ELECTRIC STAPLER	SWINGLINE	EA	63
General Supply	H1	74701	5E+05 STANDARD STAPLER BLACK	SWINGLINE	EA	191
General Supply	H1	87845	1E+05 OPTIMA 40 DESK STAPLER	SWINGLINE	EA	129
General Supply	H1	74741	3E+05 747 CLASSIC DESK STAPLERS BLK	SWINGLINE	EA	236
General Supply	H1	87811	5E+05 OPTIMA GRIP STAPLER-SILVER	SWINGLINE	EA	129
General Supply	H1	35556	1E+05 OPTIMA PREMIUM STAPLES	SWINGLINE	BX	436
General Supply	H1	74736	5E+05 COLLECTORS EDITION 747-RED	SWINGLINE	EA	103
General Supply	H1	50050	2E+05 ELECTRIC STAPLES	SWINGLINE	BX	171
General Supply	H1	35440	2E+05 STAPLES 1/4 STRIP 5000/BX	SWINGLINE	BX	344
General Supply	H1	44641	3E+05 FULL STRIP STAPLER	SWINGLINE	EA	191
General Supply	H1	35550	8E+05 HIGH CAPACITY STAPLES	SWINGLINE	BX	142
General Supply	H1	35107	1E+06 STAPLES STANDARD SF1 2 PACK	SWINGLINE	PK	515
General Supply	H2	74535	1E+05 PUNCH ELECTRIC 3-HOLE PLAT	SWINGLINE	EA	38
General Supply	H2	7704280	5E+05 ADJUSTABLE 24/SHT CAP	SWINGLINE	EA	21
General Supply	H2	74037	1E+05 PRECISION PRO PUNCH	SWINGLINE	EA	134
General Supply	H2	74050	2E+05 COMFORT HANDLE 2-HOLE PUNCH	SWINGLINE	EA	100
General Supply	M1	TI-30XIIS	3E+05 TI-30XIISOLAR SCIENTIFIC CALC	TEXAS INSTRUMENTS	EA	198
General Supply	M1	TI-1795SV	9E+05 TI-1795SV 8-DIGIT CALCULATOR	TEXAS INSTRUMENTS	EA	193
Paper	P3	CMSI C250	9E+05 FORM HEALTH INS 8.5X11.00 2 0091	TFP DATA SYSTEMS	BX	900
Writing	N5	13818	7E+05 YELLOW PRESHARPENED PENCIL 3092	TICONDEROGA	PK	11,112
Writing	N5	13924	1E+05 TICOND YELLOW #2 PENCIL 24PK	TICONDEROGA	PK	207
Writing	N5	13830	1E+05 TICONDEROGA #2 PENCIL	TICONDEROGA	PK	125
Writing	N5	13818	7E+05 YELLOW PRESHARPENED PENCILS 18CT	TICONDEROGA	PK	1,215
General Supply	A9	68679	2E+05 MONO CORRECTION TAPE RETRO 4 PK	TOMBOW	PK	470
General Supply	A9	68723	1E+05 MONO CORRECTION TAPE RETRO	TOMBOW	PK	185
General Supply	A9	68707	7E+05 HYBRID CORRECTION TAPE 3PK	TOMBOW	PK	128
General Supply	A9	68614	8E+05 WIDETRAC CORRECTION PEN	TOMBOW	PK	383
General Supply	A9	68705	7E+05 MONO CORRECTION HYBRID PEN	TOMBOW	PK	248
General Supply	A9	68683	3E+05 SINGLETRAC CORRECTION 2PK	TOMBOW	PK	209
General Supply	A9	68666	4E+05 MONO CORRECTION REFILL	TOMBOW	EA	169
General Supply	A9	68665	4E+05 TAPE CORRECTION REFLABLE	TOMBOW	EA	114
Paper	P3	35126	2E+05 COMPUTATION NOTEBOOK 4X4QUAD	TOPS	EA	1,355
Paper	P3	74085	3E+05 2ND NATURE PAD PERF 8.5 X 11.75	TOPS	DZ	501
Paper	P3	35125	2E+05 NTBK RSRCH LBTRY LAB/RSRCH	TOPS	EA	295
Paper	P3	35061	6E+05 TOPS QUADCOMPUTATINGBK 11.75X9.5	TOPS	EA	181
Paper	P3	36119	5E+05 PAD DATA 9COL 8.5X11	PD	663	

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THE UNIVERSITY OF TEXAS SYSTEM ADMINISTRATION
September 2012

APPENDIX TWO

POLICY ON UTILIZATION HISTORICALLY UNDERUTILIZED BUSINESSES

Vendor/Commodities



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

CONTENTS

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▪ Letter of HUB Commitment (<i>indefinite duration/indefinite quantity contracts</i>)	Page 8
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▪ HUB Subcontracting Plan (HSP)	Page 10-17
▪ Section 2 (Good Faith Effort – Subcontractor Selection)	Page 11
▪ Self-Performance Justification	Page 13
▪ HSP Good Faith Effort – Method A (Attachment A)	Page 14
▪ HSP Good Faith Effort – Method B (Attachment B)	Page 15-16
▪ HUB Subcontracting Opportunity Notification Form	Page 17
▪ HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Required of successful respondent for payment requests only)	Page 18
▪ Minority and Trade Organizations contact information: http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/	

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

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

Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.13 of the Texas Administrative Code (TAC), The Board of Regents of the University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules promulgated by the Texas Comptroller of Public Accounts (the “Texas Comptroller”), set forth in 34 TAC Sections 20.10-20.28, encourage the use of HUBs by implementing these policies through race-, ethnic- and gender-neutral means.

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

- **11.2% for heavy construction other than building contracts;**
- **21.1% for all building construction, including general contractors and operative builders contracts;**
- **32.7% for all special trade construction contracts;**
- **23.6% for professional services contracts**
- **24.6% for all other services contracts, and**
- **21% for commodities contracts.**

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

NOTE:

In accordance with 34 TAC §20.13 (d) (1)(D)(iii), the goals above are the State of Texas HUB goals. For purposes of this procurement, the University of Texas System goals listed in the Special Instructions on page 10 will apply.

SUMMARY OF REQUIREMENTS Historically Underutilized Business (HUBs) Subcontracting Plan

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

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

7. Changes to the HUB Subcontracting Plan. Once a Respondent's HUB Subcontracting Plan is accepted by U. T. System and becomes a provision of the contract between Respondent and U. T. System, the Respondent can only change that HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to U. T. System for review; (c) U. T. System (including U. T. System's HUB Coordinator) approves Respondent's proposed changes to its HUB Subcontracting Plan; and (d) U. T. System and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract's existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by U. T. System.
8. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, U. T. System wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the "Additional Work"), U. T. System will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If U. T. System determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to U. T. System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HUB Subcontracting Plan must be approved by U. T. System (including U. T. System's HUB Coordinator) before (a) the contract may be amended by U. T. System and the Respondent to include the Additional Work and the amended HUB Subcontracting Plan and (b) the Respondent performs the Additional Work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by U. T. System for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before U. T. System and that Respondent amend their contract to include a revised HUB Subcontracting Plan that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with U. T. System. As a result of such breach, U. T. System will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC Section 20.14. University may report a Respondent's nonperformance under a contract between that Respondent and U. T. System to the Texas Comptroller in accordance with 34 TAC Sections 20.101 through 20.108.
9. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with U. T. System as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 7 above .
10. The University shall require a vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using **a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.
11. If the University determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, the University, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.14, (g)(1) related remedies of nonperformance to professional services firms, contractor, and vender implementation of the HUB Subcontracting Plan.
12. In the event of any conflict between this "Summary of Requirements" and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
13. These requirements, including the attachments referred to above, may be downloaded over the Internet from <http://www.utsystem.edu/hub/hubforms.html>. For additional information contact Office of HUB Development, The University of Texas System Administration, 512/499-4530.

Vendor/Commodities HSP
Summary of Attachments required from Respondents

	Letter of Transmittal Page 7	Letter of HUB Commitment page 8	HUB Subcontracting Plan (HSP) Pages 10-17	Progress Assessment Report (PAR) Page 18
1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.				
1. A. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> .	X		X	
1. B. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.				
2. A. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. B. Respondent Proposes Subcontractors: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> but the Respondent proposes to subcontract any part of the work.	X		X	
3. Indefinite Duration/Indefinite Quantity Contracts: Submit with initial qualifications. Attachments required from the Respondent prior to contract execution for each contract associated with a solicitation for miscellaneous services.		X	X	
4. Changes in the HUB Subcontracting Plan After Award: Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.			X	
5. Reporting: The Progress Assessment Report (PAR) is required with all payment requests. The submittal of this attachment is a condition of payment.				X

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Mr. Hopeton Hay
Director, HUB & Federal Small Business Program
The University of Texas System
702 Colorado, Suite 6.600
Austin, Texas 78701

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

Dear Mr. Hay,

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

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13 and the goal as stated in Agency Special Instructions section of the HUB Subcontracting Plan, page 9.

Select one of the following:

_____ 23.4% for all building construction, including general contractors and operative builders contracts

_____ 32.7% for all special trade construction contracts

_____ 23.6% for professional services contracts

_____ 24.6% for all other services contracts

_____ 34% for commodities contracts

Subcontractors	# of Subcontractors	Total Subcontract \$ Value	Total Estimated %	% Minority Owned	% Woman Owned
HUB					
Non-HUB					
TOTAL					

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

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

Sincerely,

(Project Executive)
cc: Contract Administrator

(BUSINESS LETTERHEAD)

Date

Mr. Hopeton Hay
Director HUB & Federal Small Business Program
The University of Texas System
702 Colorado, Ste. 6.600
Austin, TX 78701

Re: Historically Underutilized Business Plan for (Project Title)
Project Number ____ - ____

Dear Mr. Hay:

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for proposals, referencing Project Number _____.

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

Good Faith Effort will be documented by a two part HUB Subcontracting Plan (HSP) process. Part one (1) of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option One of the HSP Quick Checklist located on page 9 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/project is defined under this ID/IQ contract, part two (2) of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in Attachment B (page 15-16) and Option Four of the HSP Quick Check List. The revised HUB Subcontracting Plan will be submitted to the HUB Coordinator prior to execution of each contract process. Documentation of subcontracted work will be provided with each pay request.

Sincerely,

Contractor's Name

cc: Project Manager

UT SYSTEM HUB SUBCONTRACTING PLAN (HSP)

QUICK CHECKLIST

Option One –

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

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

Option Two -

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

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

Option Three -

If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

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

Option Four -

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

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

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



HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

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

Other Service HUB Goal – 24.6%

Commodities HUB Goal – 34%

Special Trades HUB Goal – 32.7%

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meets the Good Faith Effort prescribed in Method B (Attachment B). See instructions for Option Four on the HSP Quick Check List. No other Good Faith Effort method will be accepted.
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity – Two (2) part process:
 1. Submit a Letter of HUB Commitment (page 8) and a Good Faith Effort described in Option One.
 2. Submit a revised HSP prior to execution of each contract process as described in Option Four of Quick Check List.
- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered Non-responsive.
- Respondents who intend to Self-Perform all of their work shall submit an HSP for Self Performance HUB Subcontracting Plan (HSP).
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.
- Please note that phone logs are no longer acceptable documentation of Good Faith Effort. Only fax, email and certified letter are acceptable.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____
 (mm/dd/yyyy)

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

SECTION 2 SUBCONTRACTING INTENTIONS

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

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

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

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

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

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

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

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

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

SECTION 2 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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

[illegible]

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

Enter your company's name here: _____

Requisition #: _____

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

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

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

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

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

IMPORTANT: If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

Item #:	Description:
----------------	---------------------

HSP Good Faith Effort - Method B (Attachment B)

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

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

☐ - Yes (If Yes, to continue to SECTION B-4.)

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

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

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

SECTION B-4 SUBCONTRACTOR SELECTION

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

Item #: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%

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

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



HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

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

Section A**PRIME CONTRACTOR'S INFORMATION**

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

Section B**CONTRACTING STATE AGENCY AND REQUISITION INFORMATION**

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

Section C**SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION**

1.
Potential
Subcontractor's Bid
Response Due Date:

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

Date
(mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.

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

2.
Subcontracting
Opportunity
Scope of Work:

3.
Required
Qualifications:

☐ - Not Applicable

4.
Bonding/Insurance
Requirements:

☐ - Not Applicable

5.
Location to review
plans/specifications:

☐ - Not Applicable



PROPOSER'S SURVEY

1.0 Company Profile

- 1.1 Provide your company's main address, telephone and fax number.
- 1.2 Provide your company's FEIN.
- 1.3 Provide your company's DUNS number.
- 1.4 Provide your company's main contact for this RFP including telephone number and email address.
- 1.5 What is your company's legal structure (e.g., corporation, partnership, etc.).
- 1.6 For all individuals, groups, corporations, etc. that holds 25% or greater equity in the company list their name and their percentage (%) held.
- 1.7 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with UT System.
- 1.8 Has your company, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? If yes, specify the date, circumstances, and resolution.
- 1.9 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- 1.10 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 1.11 If requested, please indicate your company's agreement to provide the company's audited financial statement for the last two (2) years.
- 1.12 Please list all new all new accounts (customer name and location) established within last 6 months projected to exceed \$5mm in annual sales.
- 1.13 Is your company a State of Texas HUB firm and/or a Small Business (as defined by the US Small Business Administration)? If so, please list all HUB/Small Business categories your company is qualified under.

2.0 References

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

3.0 Technical Proposal

Your Technical Proposal shall include your response to each of the following:

3.1 Account Management

- 3.1.2 Provide the name, title and brief resume of the individual who will assume overall responsibility for the work to be performed for UT System.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 Describe any regular/ongoing professional training provided for staff.
- 3.1.7 Do you have a standard code of ethics for sales staff? If yes, please provide a copy.
- 3.1.8 Describe how you measure and evaluate performance of your sales personnel.
- 3.1.9 How is your sales staff rewarded for outstanding customer service and support?

3.2 Technology and Tools

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

- 3.2.1 Please explain your experience and capabilities to deploy an e-commerce solution to each of these environments:
 - SciQuest
 - Oracle Supplier Network
 - PeopleSoft Direct Connect
- 3.2.2 Describe the state of e-commerce within your company and detail how Institutional Participants can benefit from your approach.
- 3.2.3 Please indicate that you will provide to UT System Institutional Participants a web punch-out site that will:
 - Allow Institutional Participants to search Preferred Supplier’s catalog based on key word, brand name, description, etc.;
 - Provide List Price, Discount information and Contract Pricing;
 - Allow Institutional Participants to place an order on-line, inquire on their order, and check product price and availability;
 - Provide a secure means for storing procurement card information;
 - Provide tracking/status information after an order is submitted;
 - Maintain a database for each Institutional Participant, identifying the Institutional Participant by a unique number, and containing an up-to-date listing of equipment and supplies which have been ordered during the life of the contract; the date and status of each order (including the date of delivery); the quantity and pricing; as well as the contact information for the customer that placed the order.

- 3.2.4 Are all your company's products available for online ordering? If not, describe the difference between the full catalog and the online offering.
- 3.2.5 Does your company's e-commerce solution provide the ability to cross reference retail catalog numbers with business/commercial and manufacture catalog numbers?
- 3.2.5 Does your company have the ability to create a custom website portal containing a tailored catalog for the Alliance?
- 3.2.6 Does each user have a unique ID and Password to access your company's electronic ordering system?
- 3.2.7 Does your company provide an email order confirmation to the customer that placed the order?
- 3.2.8 Does your company's order system support a workflow approval hierarchy?
- 3.2.9 Can users place orders for multiple pre-approved ship-to addresses?
- 3.2.10 Can pre-defined order value limits be enforced by user ID?
- 3.2.11 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.)
- 3.2.12 Can your company set pre-defined spending limits per user?
- 3.2.13 Indicate your ability to invoice in the following methods:
 - ___Can your company can provide a paper invoice if required?
 - ___Can invoices be sent in XML format via internet?
 - ___Can invoices be sent via EDI?
- 3.2.14 Please indicate which EDI transaction sets you support.

3.3 Quality Management-Metrics and SRM

- 3.3.1 In addition to the Key Performance Indicators (KPIs) set forth in **Rider 400**; please identify the key metrics you propose to use to measure your performance in delivering services to UT System. Your response should indicate the frequency of the measurement, how it will be used to continually improve performance, and how this information will be shared with UT System. Your response should include how you measure and monitor production quality and how problems are tracked, escalated (if required) both internally and with the customer.
- 3.3.2 How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported. Include sample survey.
- 3.3.3 UT System requires that Preferred Supplier will conduct formal, quarterly and annual business reviews with Alliance Contract Administrator. Detail in your response how your company's sees these reviews structured, who attends and conducts the presentation, and any additional information.

3.4 Sales Reporting

- 3.4.1 Describe the capacity of your company to report quarterly sales under the Preferred Supplier Agreement by each Institutional Participant.
- 3.4.2 Describe the capacity of your company to report quarterly sales for all products sold under each Direct Manufacturer Agreement (DMA) supplier by each Institutional Participant.
- 3.4.3 Describe the capacity of your company to report quarterly sales for each Core List item purchased and for Non-Core List items purchased by each Institutional Participant.
- 3.4.4 Describe the capacity of your company to report quarterly sales by Institutional Participant for sales not under the Preferred Supplier Agreement.
- 3.4.5 Describe the capacity of your company to report quarterly sales by Institutional Participant for products sold at prices below the prices set under the Preferred Supplier Agreement.
- 3.4.6 Are reports available real-time via an internet website or portal? If yes, please indicate the type of report that is available and if they are downloadable in a usable format (e.g., Excel, Word, HTML, etc.).
- 3.4.7 Can user level access to reports be restricted to designated individuals?
- 3.4.8 Does your company currently provide custom reporting capabilities? If so, describe.
- 3.4.9 Indicate which standard reports are available. Include the frequency they can be made available.
- 3.4.10 Describe your capacity to report purchases of green products (both on and off the Core-List) purchased by each Institutional Participant.

3.5 Customer Support, Operations, Policies and Procedures

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

- 3.5.1 Provide an overview of the various services and training programs your company can provide the Institutional Participants.
- 3.5.2 Provide details as to how sales support and order placement continuity will be maintained when supplier's key personnel are on vacations or holidays, or when illness or emergency strikes.
- 3.5.3 What is the average response time for an account manager(s) to respond to initial requests from a customer?
- 3.5.4 Will your company allocate funds in support marketing efforts of the Agreement to the Institutional Participants? If so, how will your company determine how much funding is appropriate? If your company will allocate funds in support marketing efforts, indicate the nature of these initiatives by checking all that apply:

- ☐ Electronic marketing material
- ☐ Distribution of marketing materials on campus
- ☐ Kick-off events
- ☐ On-line tutorials

- _____ Customer training
- _____ Seasonal promotions and specials

- 3.5.5 Please list which UT System locations and Alliance affiliates your company's inventory capabilities and distribution model can support? Provide locations and description of the warehouse/distribution facilities that will support these Institutional Participants.
- 3.5.6 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.
- 3.5.7 Describe the process your company uses to deliver products to customers in a timely manner.
- 3.5.8 How does your company validate orders for accuracy?
- 3.5.9 How does your company validate the invoice prices match the Agreement prices?
- 3.5.10 Do you require a minimum order value? If yes, please describe.
- 3.5.11 Are there any minimum order quantities per product? If yes, please describe any limitations, restrictions, or requirements.
- 3.5.12 Describe your company's procedure for managing back orders and substitutions? How is the customer notified/updated?
- 3.5.13 Describe your company's mechanism for communicating product shortages.
- 3.5.14 Provide details of your return policy; what items are not acceptable for return?
- 3.5.15 Describe your process(es) for issuance of "credit memos". Can paper credit memos be issued if using electronic invoices?
- 3.5.16 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.
- 3.5.17 Describe any special programs that your company offers that will improve customer's ability to access Products, such as ship-from-stock availability, on-time delivery or other innovative strategies.
- 3.5.18 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.
- 3.5.19 Please describe programs you have in place to assist clients recovering from disasters.

3.6 Implementation Plan

- 3.6.1 Provide a detailed Start-up Implementation Schedule identifying key tasks and milestone commencing date of contract award through implementation, and how your company will conduct the implementation activities at multiple campuses simultaneously. Your response should clearly define both your and UT System's responsibilities and resources required during the implementation phase as well as any responsibilities of Institutional Participants.

3.6.2 Explain how your company will educate its management team and sales team about the Preferred Supplier Agreement.

3.6.3 Define the greatest implementation risks and your mitigation strategy.

4.0 Green Purchasing and Sustainability

4.1 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.

4.2 Please explain how your company determines that a product is “green”.

4.3 Recycling – Provide a brief description of your company’s initiatives regarding contents of products provided under this Agreement. Include your business statement covering your position relative to sustainable business practices and supply chain management as it relates the environment and human health.

4.4 Please list any special program(s) your company has regarding recycled toner and ink.

4.5 Please list and describe the types of sustainability reports your company could provide.

4.6 Environmental Sustainability – Please complete the following

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

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

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

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

B. 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
- ☐ We offer a take back program for our packing materials.

C. 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

D. 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)
- ☐ We use eco-friendly courier's packaging/shipping materials that include post-consumer waste recycled materials and are recyclable
- ☐ 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 update mailing lists to minimize unwanted mailings
- ☐ We specify products that can be purchased within a 500 mile radius of the delivery location

E. 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

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

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

G. 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

H. 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

5.0 Competitive Advantage

- 5.1 Please identify any challenges and/or difficulties you anticipate in providing services to UT System and how you plan to manage them; what assistance will you require from UT System.
- 5.2 Please describe any special benefits or advantages in selecting your company. Please provide only information not previously asked or disclosed herein.
- 5.3 Please provide any suggested improvements and alternatives that will make doing business with your company more cost effective for your company and Institutional Participants.
- 5.4 Briefly describe your company's advantage in the marketplace. Please provide only information not previously asked or disclosed herein.
- 5.5 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.
- 5.6 Please state how your company will maintain its competitive advantage long-term, with respect to "best value" price and non-price offering.
- 5.7 Please indicate any additional "value added" services or programs not otherwise asked or disclosed herein that should be considered during the evaluation process.
- 5.8 Will your company extend the proposed pricing to employees of UT System and its Affiliates? If so, please describe how the program would work.

6.0 Administration Fees

- 6.1 Please indicate that your company agrees to pay UT System a two percent (2%) Administration Fee for total sales volume of Institutional Participant Purchases.

7.0 Pricing

- 7.1 Please indicate that your company agrees to hold annual price increase for items on “Core-List” to no more than five percent (5%) per each line item. You may also propose a lower price increase cap on “Core-List” items.
- 7.2 Please indicate that your company agrees to provide products and equipment to Institutional Participants at the rates established under the DMAs established by UT System and various manufacturers.
- 7.3 Please indicate that your company agrees that all shipping, handling, and transportation (e.g., hazardous materials fees, fuel surcharges, etc.) are included in the quoted prices and discounts.

- 7.4 Please indicate that your company agrees that there will not be any additional delivery cost or service fees for “desk-top” delivery.
- 7.5 Please indicate that your company agrees that the Fixed Discount Percentage off the Non-Core List will apply to any new products added to your catalog during the contract term.
- 7.6 Please indicate your pricing discount structure for items moved to the Core List during the contract term.
- 7.7 Please indicate your approach and offer to manage cost and price increases for Non-Core List products.
- 7.8 If a product is not available or discontinued from the Core List items, how will your company offer an equivalent product at the same contracted price or negotiated discount percentage?
- 7.9 Will your company offer further discounts on bulk purchases for items such as paper and small office furniture? If yes, please describe your company’s volume purchase program.
- 7.10 In addition to fixed pricing for the Core List, UT System may be interested in additional fixed pricing for each Institutional Participant (i.e., a local core list). Is this an option under your company’s proposal? If yes, please explain how your company would implement and manage each local core list, noting any implications on the Core List pricing proposal your company is offering.
- 7.11 Are there any additional product category(s) not included in the Non-Core List (ref. **Attachment B**) that your company can provide? If yes, please list the category(s) and discount structure.
- 7.12 Please list any limitations/qualifications on your company’s ability to honor the “discount from list” percentages you’re proposing for the Non-Core List (ref. **Attachment B**).

8.0 Incentives and Rebates

- 8.1 Does your company offer incremental sales volume growth rebates?
- 8.2 If yes to the above, please describe your company's approach to structuring an incremental sales volume growth rebate or incentive.
- 8.3 Will your company offer an early start-up or transition incentive if awarded a contract?
- 8.4 If yes to the above, please describe your company's proposed early start-up or transition incentive program.
- 8.5 Please describe your company’s proposed sales promotions plan
- 8.6 Please indicate any incentives offered for e-commerce utilization by Institutional Participant (e.g., ordering; invoicing; payment; etc.)
- 8.7 Please indicate any incentive offered for ordering efficiency by Institutional Participants (e.g., number of lines per order; total dollar value per order; etc.)
- 8.8 Please list and describe any other incentives your company offers to Institutional Participants

9.0 Payment Terms

- 9.1 Do you offer payment discounts?
- 9.2 If yes to the above, please provide details of these payment discounts.

10.0 Historically Underutilized Businesses

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

- 10.1 If your company is subcontracting/partnering with another company(s) or prime supplier, please provide a clear implementation plan outlining each party's responsibilities and utilization/role in delivering the products and services required, timeframe for implementation, and key milestones.



RFP Submittal Deadline: **Feb 18, 2014** at **3:00 PM** (CST)

Addendum Issue Date: **Jan 29, 2012**

ADDENDUM 1
REQUEST FOR PROPOSAL
UTS/A43
Office Supplies

DIRECT QUESTIONS TO: Kyle Barton via the Ariba System

ACKNOWLEDGEMENT OF THIS ADDENDUM 1 IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A43** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

The Pre-proposal PowerPoint slide presentation has been attached in this Section 12 of the Office Supplies sourcing event in Ariba as "Exhibit 1 - Office Supplies RFP Pre-Proposal Presentation".

Item Two:

The Pre-proposal conference attendee list has been attached in this Section 12 of the Office Supplies sourcing event in Ariba as "Exhibit 2 - Office Supplies RFP Pre-Proposal Attendee List".

Item Three:

The following Questions pertaining to the Office Supplies RFP were submitted. The responses in blue are included after each question.

1. **Can you please provide the scoring grid/criteria/points associated with this event's evaluation?**

The evaluations of the proposals received will be conducted in accordance with the information provided in the RFP (ref. Section 2.3 and Section 1.5 of Appendix One). The "scoring grid/criteria/points" can be made available RFP process is concluded.

2. **In instances where product description and unit of measure conflict, which takes precedence? Please see lines 968-971 of Tab A.**

The Unit of Measure will take precedence.

3. **When providing the data for column O of Tab A (single unit/ea price), do you want this broken down completely, i.e. per sheet of paper in a ream or per envelope in a box or per paperclip in a box?**

Yes, that is correct.

4. **Can you please provide the overall % of total toner spend, and approximate total dollar amount, represented by the HP Big Deal pricing (tab D)?**

Last fiscal year's (9/1/12 -8/31/13) spend under the HP Big Deal Program was \$4.2M. This represents 59% of the total annual toner spend for all manufactures.

5. **How does the UT Supply Chain Alliance intend to evaluate overall responses without access to the pricing structure for the toners and products on tab D?**

The HP Big Deal products listed on "Attachment D" are for informational purposes only. These products will be excluded from the pricing evaluation, and are not included in the Core and Non-Core lists (ref. Attachments A & C).

6. **Without manufacturers releasing information, how are prices relating to DMAs going to be relayed post award?**

Post award implementation of the HP Big Deal will be coordinated by UTSSCA, HP, and the awarded Supplier.

7. **Can you share the percentage of orders placed by fax or phone by individual institution?**

We do not have that data for each Institution. Roughly 18% of all orders are handled by phone/fax/e-mail.

8. **Is the Supply Chain willing to consider efficiency solutions or only product alternatives, in particular around facility items?**

We will take in to consideration any alternative proposal, but in order for those alternative proposals to be considered, you must first submit a proposal on the base RFP requirements as issued.

9. **There is significant usage around coffee and K-cups provided in the core list; are the institutions currently using a coffee service or do they have a lease agreement in place that would affect these items?**

Each Institution may have various arrangements for coffee service. The usage listed is what is currently being purchased through our current Contract.

10. **For institutions requiring desktop delivery, can you please provide a percentage of total delivery that requires desktop delivery as opposed to departmental or dock delivery? "Desktop" being defined as a delivery made to a specific individual whereas "departmental" may just be to a main reception or supply area.**

See answer to Question 11 below.

11. **Can you provide a definition of "desktop" for each institution?**

"Desktop delivery" means the delivery of an order to a department/ central office within an institution and not an individual's office/work area.

12. **Please provide a list of all shipping locations with addresses.**

Below is a table listing of the number of "ship-to locations" for each institution. The addresses are not available at this time.

Institution	Ship-To Locations
-------------	-------------------

UT Arlington	72
UT Austin	410
UT Dallas	14
UT El Paso	4
UT Health Science Center Houston	216
UT Health Science Center San Antonio	112
UT Health Science Center Tyler	18
UT MD Anderson	105
UT Medical Branch Galveston	590
UT Pan American	9
UT Permian Basin	6
UT San Antonio	60
UT Southwestern Medical Center	29
UT Tyler	6
Baylor College of Medicine	164

- 13. Is it possible to just bid the toner piece and or is it possible that you would award different pieces to various suppliers?**

We will take in to consideration any alternative proposal, but in order for those alternative proposals to be considered, you must first submit a proposal on the base RFP as issued. The acceptance of any alternative proposal will be based on the “best-value” it represents for UT System. This will take into account product pricing, total cost of ownership, ordering efficiency, just to name a few.

- 14. Under Scope of Work 5.4.1 “Direct Manufacturers Agreement” (“DMA”), am I to assume we would be added to the HP Big Deals for this contract if we are the successful bidder?**

Yes, post award implementation of the HP Big Deal will be coordinated by UTSSCA, HP, and the awarded Supplier.

- 15. Section 5.4.16.7 Preferred Supplier Quotation Restrictions, we would like to understand how we would know what products or services are off limits? Would you please further clarify?**

The UTSSCA has awarded various Contracts that some Office Supply Vendors may also compete against. Our MRO supplies Contract is the most applicable example we have as it relates to cross product availability by some Office Supply Vendors. In order to support all of our Preferred Supplier Contracts, we will review the product range of the awarded supplier and identify those products that are “off limits”.

- 16. Should we submit Appendix Three with the bid or is it merely an example of what is completed upon successful award?**

This is an example of the form of the final Agreement. You should have your legal representative review this Appendix and submit any proposed changes/revisions.

- 17. Section 5.4.1 – Please refer to section titled “Non-Core List.” The RFP refers to “Preferred Supplier’s product catalog.” In order to make accurate pricing comparisons, please confirm that you will require a standard industry general line catalog by SP Richards or United Stationers that show a true manufacturer suggested list price.**

The Non-Core List Marker Basket pricing (ref. Attachment C) will be used in the evaluation of each Proposer's Non-Core discount from list pricing. This will allow us to make "accurate pricing comparisons" for the Non-Core List pricing submitted by each Proposer.

18. **Section 5.4.2 last paragraph – Does the UT system intend to allow for a regional service approach?**

Yes, we consider all business models that meet the requirements listed in the RFP.

19. **Section 5.4.16.2; Non-Core List Pricing – Will discounts be calculated from Manufacturer's Suggested List Price or another List provided by a disinterested third party, or will the Contract Holder be allowed to arbitrarily generate a List Price for contract utilization purposes?**

List Price, as stated in the RFP, means "Preferred Supplier's non-discounted price then in effect for the related Office Supplies, inclusive of all standard warranties and end-user support, as published on Preferred Supplier's website or in product catalogs or price lists distributed by Preferred Supplier to the general public".

During the term of any resulting Contract from this RFP, the Core List and Non-Core List will be periodically audited and benchmarked to ensure that UT System is receiving the "best-value" from the Contract, and that the Preferred Supplier is operating in compliance with the Contract.

20. **Section 5.4.16.2 – Please define how Merchandise Classes will be determined for each item. Will this be based on wholesaler classification codes or another method?**

The Merchandise Classes for this RFP are as listed in Attachments A & B. We will take in to consideration any alternative Merchandise Classes you propose, but in order for those alternative Merchandise Classes to be considered, you must first submit a proposal on the base Merchandise Classes as issued.

21. **Section 5.4.7.4 – What institutions currently designate transportation carriers and pay for transportation delivery charges?**

None of our Institutions at this time designate a specific transportation carrier or pay for transportation delivery charges related to Offices Supplies.

22. **There are a number of items in the Non-Core List Market Basket (ref. Attachment C) that are software or computer hardware related that are obsolete or have no list price. Is it appropriate to delete these items or should responders provide a "no bid" for these line items?**

You can respond with an alternative product or no-bid.

23. **In order for respondents to price DMA section, additional information including HP Big Deal pricing and terms/conditions are necessary. Will you provide this information in a subsequent amendment?**

You are not required to price the products listed in Attachment D (HP Big Deal Products). Please refer to the answers to questions 5, 6 & 14 above.

END OF ADDENDUM 1

Pre-Proposal Conference

Office Supplies Sourcing Event

January 22, 2014

Agenda

 UT System Supply Chain Alliance Overview

 Office Supply Sourcing Event Overview

 UT System HUB Program Overview

- HUB Subcontracting Plans

 Ariba e-Sourcing Platform

 RFP Review/Q&A Session

ALLIANCE OVERVIEW

UT System Facts

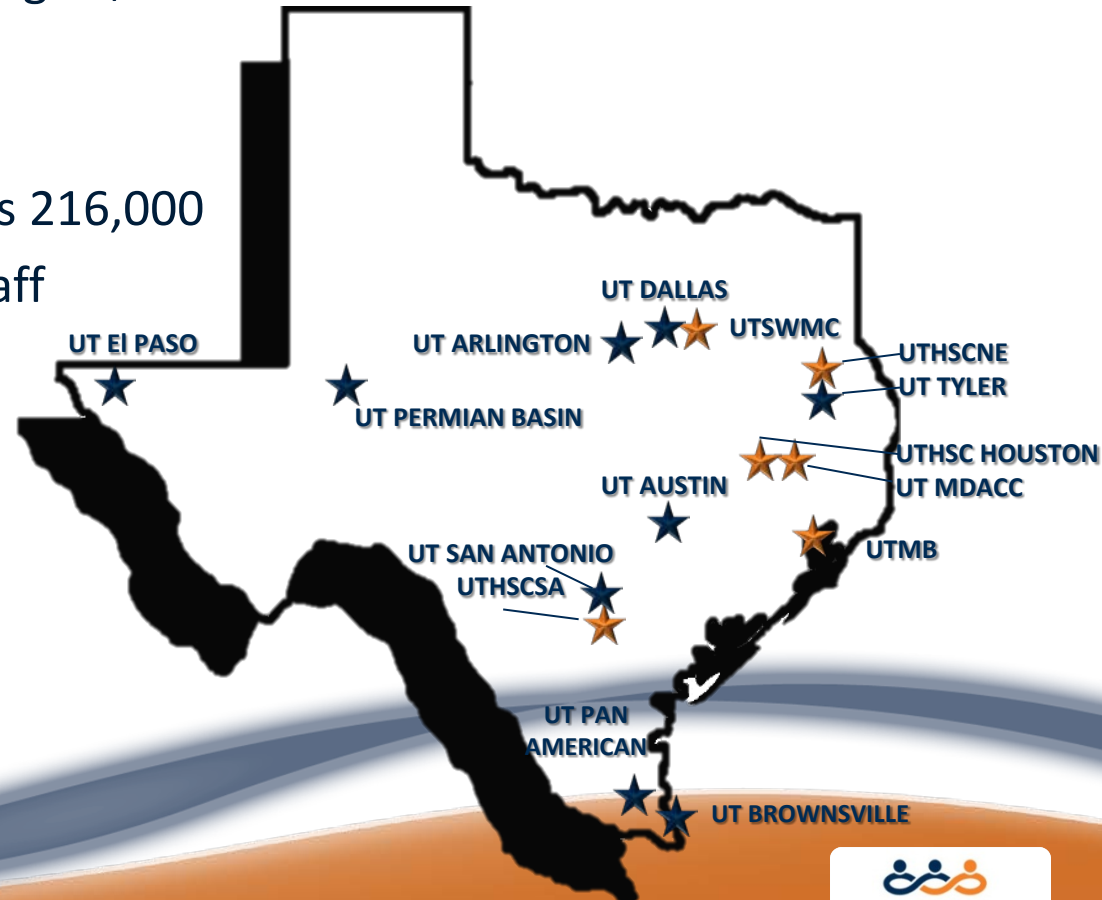
👤👤 Nine Universities. Six Health Institutions. Unlimited Possibilities.

👤👤 Fiscal Year 2014 Operating Budget \$14.6 Billion

👤👤 Clinical Enterprise \$4.1 Billion

👤👤 Research \$2.1 Billion

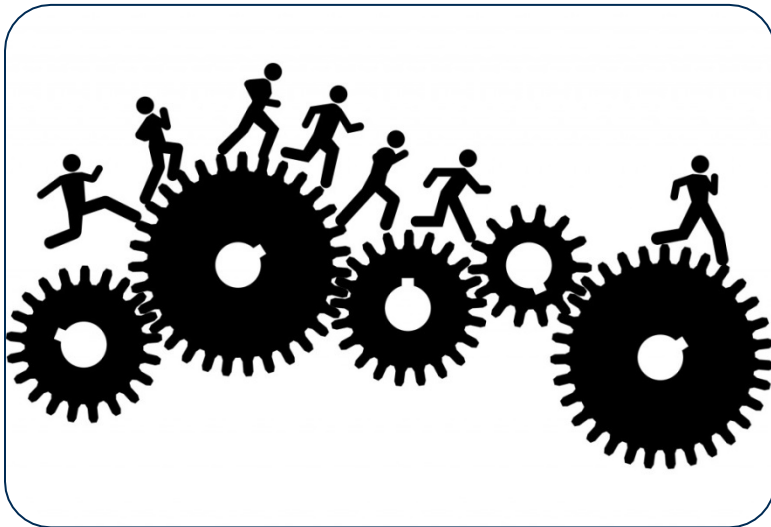
- Student Enrollment Exceeds 216,000
- Over 87,000 Faculty and Staff



Alliance Members & Affiliates



Key Successes



FY14 marks the 7th year of operations for the Alliance

The Alliance has implemented 50 strategic supplier agreements to date

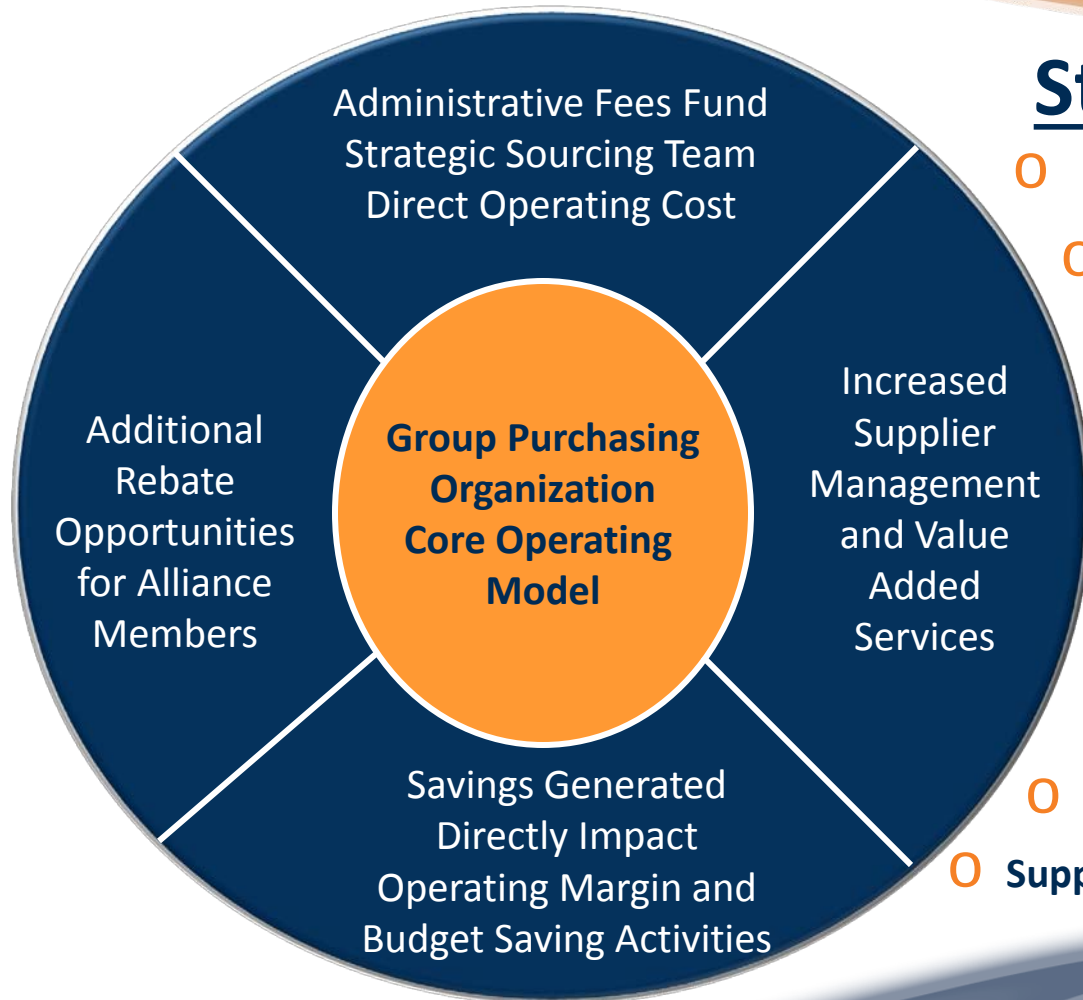
Alliance contracts generate over \$150M in annual spend; of which 19% is with HUB firms

Alliance contracts create a potential savings opportunity of over \$80M



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

Alliance Business Model



Strategic Sourcing

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

Office Supply Sourcing Event Overview



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

 The current Contracts are a dual award to Today's Business Solutions and OfficeMax and has been in place since 2008

Reason for Sourcing Event

- Expiration of the Current Contract
- Benchmarking the Marketplace
- Maximize HUB Participation
- Ensure UT System is obtaining the “Best Value” for Office Supplies

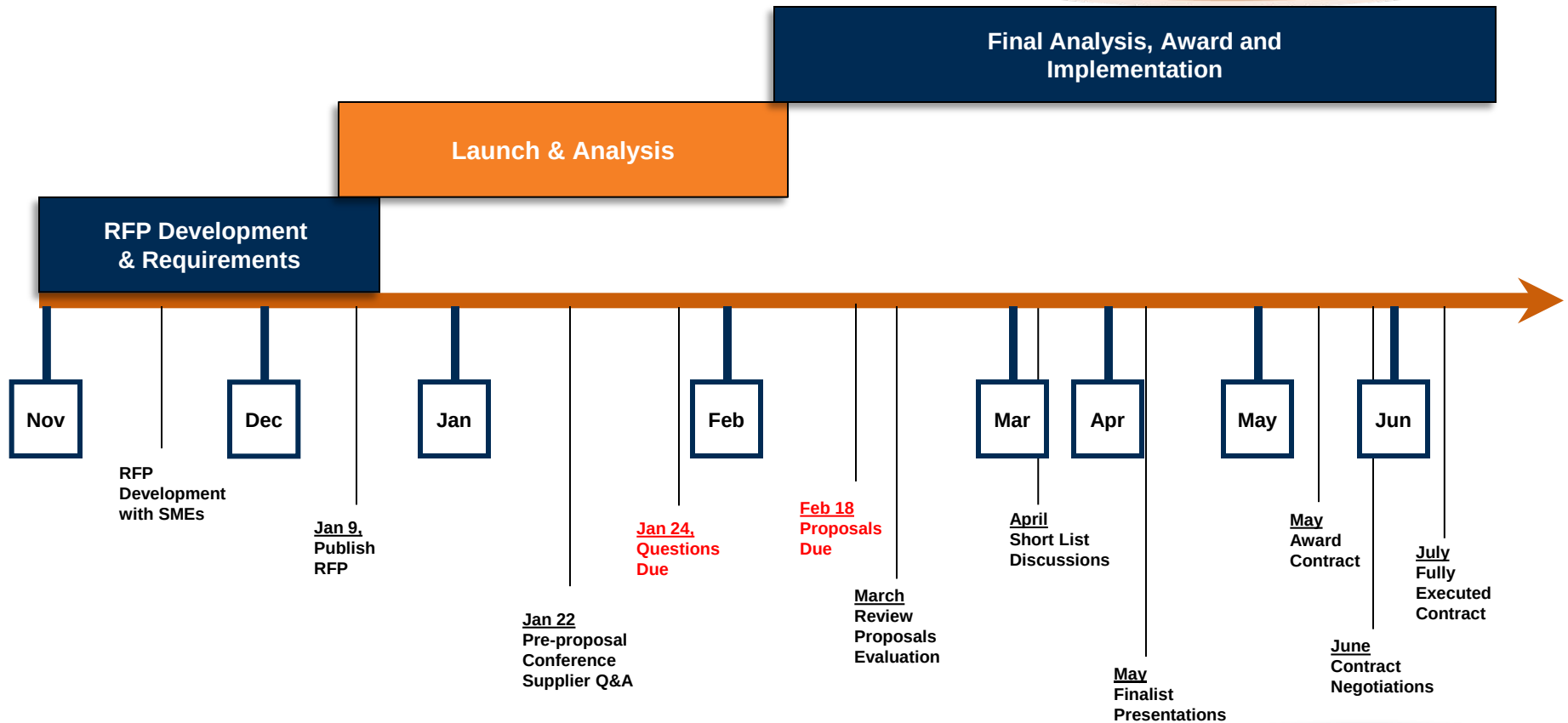
Event Description

-  The Office Supply Sourcing Event includes basic office supply products in the following main categories:
- Paper (19% of total spend)
 - Toner & Ink (30% of total spend)
 - General Office supplies & Writing Instruments(51% of total spend)

Scope of Opportunity

- 👤 The current aggregate spend by UT System institutions and affiliates for Office Supplies is approximately \$18 million annually.
- 👤 The Term of the new Contract will be up to 10 years based on the competitiveness of the proposal we receive.

Sourcing Event Timeline



Key Points for Submissions

- Proposing as a Tier 1 and/or Tier 2 Supplier
- Understanding your firm's Business Model (relationship with wholesalers, manufactures, distributors, primes and subcontractors)
- Your firm's Past Performance and Successes
- Understanding who UT System is and the uniqueness of our Institutions
- Who is the final decision maker (where the "buck" stops)
- Implementation Plan and Objectives

Desired Sourcing Event Outcomes

- 👤 Best value for UT System
- 👤 Comprehensive and guaranteed service and pricing structure
- 👤 Leverage the aggregate purchasing volumes of participants
- 👤 Meet our HUB and Small Business Goals
- 👤 Achieve cost savings for participants
- 👤 Improve overall customer satisfaction
- 👤 Team with Preferred Supplier(s) to develop a win-win solution

HISTORICALLY UNDERUTILIZED BUSINESSES

Completing the HUB Subcontracting Plan*

- UT System Policy #137 requires a “good-faith effort” to include minority and woman-owned businesses in all of our procurement opportunities.
- All firms or individuals, both HUB and non-HUB, in-state or out-of-state, who propose on UT System opportunities, valued over \$100,000 are required to submit a HUB Subcontracting Plan with their RFP.
- Responses that do not include an HSP will be rejected as a material failure to comply with advertised specifications in accordance with the request for proposal.
- HUB Goal for the Office Supplies RFP is 34%.
- HUB subcontracting Opportunities are probable.

* See handout provided at session

Completing the HUB Subcontracting Plan

Option One

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

- a) Section 1 – Respondent and Requisition Information
- b) Section 2A – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- c) Section 3 – Self Performance Justification – Check “No” and provide an explanation in the box provided.
- d) Section 4 – Affirmation

Completing the HUB Subcontracting Plan

Option Two

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

- a) Section 1 - Respondent and Requisition Information
- b) Section 2A – Yes, I will be subcontracting portions of the contract
- c) Section 2B – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors
- d) Section 2C – Yes
- e) Section 4 – Affirmation
- f) Good Faith Effort (Attachment A) – Complete this attachment for each subcontracting opportunity
- g) Attach HUB certification documents

Completing the HUB Subcontracting Plan*

Option Three

If you are subcontracting with HUB vendors and Non-HUB vendors, and the total percentage of subcontracting with HUB vendors meets or exceeds the HUB Goal the contracting agency has identified in “Agency Special Instructions/Additional Requirements”, complete the following:

- a) Section 1 - Respondent and Requisition Information
- b) Section 2A – Yes, I will be subcontracting portions of the contract
- c) Section 2B – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
- d) Section 2(C) – No
- e) Section 2(D) – Yes
- f) Section 4 – Affirmation
- g) Good Faith Effort (Attachment A) – Complete this attachment for each subcontracting opportunity
- h) Attach HUB certification documents

Completing the HUB Subcontracting Plan

Option Four

If you are subcontracting with HUB vendors and Non-HUB vendors (or only Non HUB vendors) and will not meet the HUB Goal , complete the following:

- a) Section 1 - Respondent and Requisition Information
- b) Section 2A – Yes, I will be subcontracting portions of the contract
- c) Section 2B – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
- d) Section 2C – No
- e) Section 2D – No
- f) Section 4 – Affirmation
- g) Good Faith Effort (Attachment B) – Complete this attachment for each subcontracting opportunity
- h) Attach HUB certification documents

Progress Assessment Report (PAR)

- The PAR is required with each payment application and is a condition of payment.
- The Par must include all 1st and 2nd tier HUB subcontractors reflected on the HUB Subcontracting Plan.
- The PAR must include all HUB Vendor Identification Numbers (VID) and Employer Identification Numbers (EIN) if applicable

Required Documents

- Letter of HUB Commitment
- HSP completed depending on your firms circumstances (i.e. Option 1-4)
- Changes to the plan must be approved by the HUB Coordinator and if approved a revised HSP will be submitted
- Any requests for payment will include the Progress Assessment Report (PAR) form or no payment will be made until the form is complete

Disqualification

- No good faith effort
- HUB forms incomplete
- HUB form not submitted with proposal

Before Submission

Send the HSP to the HUB Coordinator for a preliminary review at least 4 days prior to the due date.

Historically Underutilized Businesses

Cynthia Booker

UT System Administration
Office of HUB Development

Office: 409-772-1353

Fax: 409-772-1388

cbooker@utsystem.edu

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

HUB Subcontractor Training Presentation can be found at:

<http://www.cpa.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

ARIBA e-SOURCING PLATFORM

MD Anderson Supplier Portal

www.mdanderson.org/suppliers

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About Us

- › Vendors & Suppliers
 - › Supplier Registration
 - › Terms & Conditions
 - › Contact Information
 - › HUB & Federal Small Business

Supplier Registration

MD Anderson utilizes a third-party application, Ariba, for our Supplier Registration and eSourcing process. If you experience any technical difficulties during the registration process, please contact the Ariba support desk toll-free at 1-866-218-2155 or send an e-mail to help.sourcing@ariba.com.

It is important to keep in mind that registration through the Ariba site is the first step in doing business with MD Anderson. Registration approval does not connote a preferred supplier status or indicate that your company is on a preferred list. It is a requirement to participate in our eSourcing events.

Once you have been approved, you will be invited to participate in any current RFP that matches your company commodities.

- [Quick Registration Guide](#)
- [Step-by-Step Registration Instructions \(pdf\)](#)
- [Frequently Asked Questions](#)
- [HUB Subcontracting Plan Tip Sheet \(doc\)](#)

[New Supplier Registration](#) [Supplier Portal Login](#)

Access your supplier account or for new supplier registration.

Resources for Vendors & Suppliers

- [Supplier Registration](#)
- [Current Bids](#)
- [HUB & Federal Small Business Program](#)
- [Owner's Design Guidelines](#)
- [Vendors/suppliers who do business](#)
- [Vendor Protest Policy \(pdf\)](#)
- [Fraud, Waste, and Abuse Policy \(UTMDACC Institutional Policy # ADM0157\) \(pdf\)](#)

If you are a new supplier, click to register.

For registered supplier, click Supplier Portal Login

Ariba Supplier Login

GO TO MY: LEADS PROPOSALS CONTRACTS ORDERS & INVOICES

ARIBA SOURCING

Feedback Help

Ariba Login

Enter Username

Enter Password

Log In

Forgot Username
Forgot Password

Need help? See [Quick Start](#)

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Cancer Center
Making Cancer History[®]

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TRADING PARTNERS, JUST WAITING
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BUYING? Find the right supplier.

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ARIBA Exchange

Ariba Discovery Quick Start Guide for Ariba P2P/P2O Buyers 1 day ago
This Quick Start Guide will help you use Ariba Discovery to tap into a large community of trusted suppliers to fill requisitions, including those for spot buys like emergency buys, low-dollar/low comp... more

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Yesterday, we posted a blog that told you why it's important to socialize your Ariba Commerce Cloud profile. Today we'll tell you how to get started. You can also read the full article in our Supply... more

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If you're still questioning the importance of social media in your business marketing strategy, consider the following: 90 percent of small businesses actively use social networking sites, and 7... more

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Internet | Protected Mode: Off 100%

For current registered supplier, log in using your User Name and Password.

Getting Help with Ariba

The screenshot shows the Ariba login page. At the top, there is a navigation bar with links: GO TO MY: LEADS, PROPOSALS, CONTRACTS, ORDERS & INVOICES. Below this is the Ariba logo and the word SOURCING. On the left, there is an Ariba Login section with fields for Enter Username and Enter Password, a Log In button, and links for Forgot Username and Forgot Password. A link for Need help? See Quick Start is also present. In the center, there is a large banner for Ariba Discovery with the text 'MORE THAN 1 MILLION TRADING PARTNERS, JUST WAITING TO BE DISCOVERED.' and a 'LEARN MORE' button. To the right of the banner, there are links for SELLING? Find qualified leads. and BUYING? Find the right supplier. Below the banner, there is a section for Latest Updates from Ariba Exchange, featuring several articles with titles like 'Ariba Discovery Quick Start Guide for Ariba P2P/P20 Buyers', 'How to Get Started - Attract More Buyers with Social Media, Part 3', 'Socialize your Ariba Commerce Cloud profile - Attract More Buyers with Social Media', 'Sharing Buttons, Vanity URLs and Profile Badges - Attract More Buyers with Social Media', 'Don't Be Fooled: E-Commerce Myths that Can Lead You Astray', and 'E-Commerce for Service Companies? But how?'. At the bottom of the page, there is a footer with copyright information: © 1996-2013 Ariba, Inc. All rights reserved. Data Policy Security Disclosure Terms of Use. A callout box with a red border points to the 'Help' link in the top right corner of the page. The callout box contains the text: 'At the supplier login page, click Help. Make sure pop-up blocker is temporarily turned off.'

GO TO MY: LEADS PROPOSALS CONTRACTS ORDERS & INVOICES

ARIBA SOURCING

ARIBA Login

Enter Username

Enter Password

Log In

[Forgot Username](#)

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100%

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Help@Ariba - Windows Internet Explorer provided by M. D. Anderson Cancer Center

https://s1.ariba.com/Help/Main/aw?awh=r&dard=1

HELP @ A R I B A Using Support

Need help? Learn more by reviewing the answers to some of our most frequently asked questions.

Ariba Commerce Cloud Registration

About the Ariba Commerce Cloud

- [I registered on my customer's Ariba Sourcing site in the past; do I need to register again?](#)
- [What is the Ariba Commerce Cloud?](#)
- [Why am I being asked to register on the Ariba Commerce Cloud?](#)

Ariba Commerce Cloud Information Page

- [Do I have to add "Commodities" for my company?](#)
- [Do I have to add Sales Territories for my company?](#)
- [Do I have to enter a DUNS Number for my company?](#)
- [Do I have to enter a Tax ID for my company?](#)
- [What is the difference between the Email and Username fields?](#)

Email Invitation to an Event

- [The email invitation content is confusing - what do I need to do?](#)
- [The link in the email invitation does not work. Why?](#)

Registration Page

- [Is my company able to have multiple Ariba Commerce Cloud accounts?](#)
- [It says my username is currently in use, can I still register in the Ariba Commerce Cloud?](#)

The "Ariba SOURCING - Ariba Login" Page

- [I clicked Forgot Password, submitted my username, and nothing happened. Why?](#)
- [I clicked Forgot Username, entered my email address, and nothing happened. Why?](#)
- [I clicked the link in the email invitation and entered my Ariba Commerce Cloud username and password. Why can I not access the events for that buyer?](#)
- [I clicked the link in the email invitation and entered my username and password, and it failed. Why?](#)
- [What username and password do I use on the Ariba Sourcing - Ariba Login page?](#)

The "Ariba SOURCING - Enter Your Account Information" Page

- [Why do I get "The username and password pair you entered was not found..."?](#)

Welcome to the Ariba Commerce Cloud Page

- [On the "Welcome to the Ariba Commerce Cloud" Page, what do I need to do to get to the event?](#)

Events

- [Can messages be sent and receive when the event is closed?](#)

General

- [Why do I see "Certificate Error: Navigation Blocked"?](#)

Performance

- [The site is running slowly, and I keep seeing a blue progress bar across the screen. How can I speed processing?](#)

Suppliers

- [What is the Access Control of Customer Data feature in 12s3?](#)

Contact Ariba Customer Support

 **Ariba Customer Support Webform**
Get fast, convenient support for products.

 **Call Ariba Customer Support**
Access a complete list of international phone numbers.

Done Internet | Protected Mode: Off 85%

Access self-help

Contacting
Ariba Technical
Support

Ariba Technical Support

Ariba Technical Support – for help with username, password, etc.

help.sourcing@ariba.com

Toll Free: 1-866-218-2155 available 24/7 excluding major holidays

UT MDACC Ariba Contact

SupplyChainHelpdesk@mdanderson.org

phone: (713) 745-7997



RFP OVERVIEW Q & A

Sourcing Event Key Dates

Date	Time	Event
January 22, 2013	10:00 AM	Pre-Proposal Meeting
January 24, 2014	5:00 PM	Deadline to Submit Questions for clarification to RFP requirements - Section 2.2 of this RFP
February 18, 2014	3:00 PM	Proposal Submittal Deadline

Contact Information



Kyle Barton

713-745-8339

kdbarton@mdanderson.org

www.utsystem.edu/hea/supplychainalliance

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

PRE PROPOSAL MEETING

Project Name: Office Supplies
RFP Number: UTS/A43

Date: January 22, 2014
Time: 10:00am - 12:00pm
Location: Mid Campus Building One 7007 Bertner Ave. Suite 1MC7.3312 Houston, TX 77030



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NOTE: Addenda and other bid information will be sent using this list as a mailing list. Please ensure all information is correct, complete, and legible.

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Attendee Report

Generated

Jan 28, 2014 09:08 AM PST

General Information

Webinar Name

Office Supply Pre-Proposal Meeting

Actual Start Date/Time

Jan 22, 2014 09:45 AM CST

Total Attended

12

Details

Webinar ID

899947401

Actual Duration (minutes)

61

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