

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 INTEGRATED OUTBOUND SHIPPING MANAGEMENT SOLUTION

RFP No. UTS/A64

**Submittal Deadline: December 13, 2017
@ 3:00 PM, Houston Time**

Issued: November 8, 2017

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SECTION 1

INTRODUCTION

1.1 Description of The University of Texas System

The University of Texas System is comprised of System Administration and 14 institutions of higher education with campuses across the State of Texas whose missions are devoted to world class healthcare, teaching, research, and public service (collectively, “**UT System**”). UT System is one of the larger education systems in the United States. With an operating budget of \$18.8 billion, UT System has a current student enrollment exceeding 221,000. UT System employs about 100,000 faculty and staff, making UT System one of the largest employers in the State of Texas.

UT System is comprised of the following institutions:

- The University of Texas Southwestern Medical Center (UTSW)
- The University of Texas Medical Branch at Galveston (UTMB)
- The University of Texas Health Science Center at Houston (UTHSCH)
- The University of Texas Health Science Center at San Antonio (UTHSCSA)
- The University of Texas MD Anderson Cancer Center (UTMDACC)
- The University of Texas Health Science Center at Tyler (UTHSCT)
- The University of Texas at Arlington (UTA)
- The University of Texas at Austin (UT Austin)
- The University of Texas at Dallas (UTD)
- The University of Texas at El Paso (UTEP)
- The University of Texas of the Permian Basin (UTPB)
- The University of Texas at San Antonio (UTSA)
- The University of Texas at Tyler (UTT)
- The University of Texas Rio Grande Valley (UTRGV)

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

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

1.2 Objective of this Request for Proposal

UT System, acting through the Alliance, is soliciting proposals in response to this RFP for selection of a Preferred Supplier to provide an integrated outbound shipping management solution, including related services, as more specifically described in **Section 5.4 ("Scope of Work")** of this RFP (collectively, the "**Solution**"). The successful Proposer(s) to whom business may be awarded is sometimes referred to in this RFP as the "**Preferred Supplier**."

UT System is seeking to identify a Preferred Supplier that will provide the most practical and cost-effective business model to serve the needs of the participating institutions (collectively, "**Institutional Participants**"). The goal of this RFP is to work toward solutions that will minimize cost, while maintaining or improving current service levels for all participating UT System institutions.

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

- provide a comprehensive and guaranteed pricing structure for the Solution;
- leverage the aggregate purchasing volumes of Institutional Participants;
- achieve cost savings for Institutional Participants;
- improve overall customer satisfaction; and
- enhance relationships between Preferred Supplier and Institutional Participants.

UT System intends to identify a Preferred Supplier that will provide strong implementation support and training, communicate and share best practices throughout the agreement resulting from this RFP, customize the Solution to meet our needs, and be dedicated to ongoing service improvements.

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

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

UT System may ask Proposer(s) to provide a formal presentation, prior to contract award, with additional information to SMEs or the Strategic Services Group. This presentation will allow the Alliance to clarify any technical, quality, or price-based questions that may arise from Proposer's response.

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

1.3 Background and Scope of Opportunity

It is anticipated that the term of the agreement resulting from this RFP will be five (5) years, consisting of an initial term of three years, with UT System having the option to extend the term for an additional two-year period upon written notice given to Preferred Supplier.

At present, some UT System institutions are using an integrated outbound shipping management solution to manage their outbound shipments, while others continue to manage their outbound freight with the carriers directly. Outbound shipments include anything that might need to be shipped via carrier from one of the UT System institutions, any involve domestic, international, and hazmat shipments, and everything from paper documents to hazardous material (items are shipped via FedEx, UPS, DHL. etc.).

Based on historical transaction data from those UT System institutions currently using an integrated outbound shipping management solution, the estimated number of outbound shipping transactions processed is approximately 211,000 annually. This estimate does not include outbound shipping transactions involving UT System institutions that currently manage their shipments directly with the carrier, which if included would presumably increase the estimate of shipping transactions to which this RFP relates. This is only an estimate of possible future volume.

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

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

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

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

UT System will accept proposals submitted in response to this RFP until **3:00 PM**, Houston Time, on **December 13, 2017** (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**”):

Lequida Pearson
Sourcing Specialist
UT System Supply Chain Alliance
Email: lfpearson@mdanderson.org

UT System specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UT System Contact. The UT System Contact must receive all questions or concerns no later than **5:00 PM**, Houston Time, on **November 27, 2017**. 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

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| Issuance of RFP | November 8, 2017 |
| Deadline for Indicating Interest in Attending Pre-Proposal Conference (ref. Section 2.6 of this RFP) | November 14, 2017, 3:00 PM, Houston Time |
| Pre-Proposal Conference (ref. Section 2.6 of this RFP) | November 15, 2017, 10:00 AM, Houston Time |
| Deadline for Questions/Concerns (ref. Section 2.2 of this RFP) | November 27, 2017, 5:00 PM, Houston Time |
| Submittal Deadline (ref. Section 2.1 of this RFP) | December 13, 2017, 3:00 PM, Houston Time |
| Selection of Finalists | December 2017 / January 2018 |
| Finalists Interviews and Negotiations | January 2018 |
| Anticipated Contract Award(s) | February 2018 |

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

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

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

2.5 Historically Underutilized Businesses

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

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

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

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

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

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

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

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

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

2.6 Pre-Proposal Conference

UT System will hold a pre-proposal conference at **10:00 AM**, Houston Time, on **November 15, 2017**. Proposers may attend the conference in one of the following two formats:

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

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

The Pre-Proposal Conference will allow all Proposers an opportunity to ask the Alliance, the Strategic Services Group, and UT System HUB representatives relevant questions and clarify provisions of this RFP. Proposer should notify the UT System Contact **by no later than 3:00 PM, Houston Time, on November 14, 2017**, whether it will attend the Pre-Proposal Conference, by emailing the UT System Contact. Proposer must clearly state in which format it will attend. If the Proposer elects to attend the Pre-Proposal Conference in the webinar format, UT System will provide complete details and instructions (including personal computer requirements). If Proposer elects to attend the Pre-Proposal Conference in person, there will be a strict limit of two (2) individuals per Proposer.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Electronic Submission Notice

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

3.2 Proposal Validity Period

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

3.3 Terms and Conditions

3.3.1 Proposer must comply with the requirements and specifications contained in this RFP, the General Terms and Conditions (ref. **Section 4** of this RFP), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of goods and services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

- 3.3.1.1 Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP);
- 3.3.1.2 General Terms and Conditions (ref. **Section 4** of this RFP);
- 3.3.1.3. Proposal Requirements (ref. **APPENDIX ONE**); and
- 3.3.1.4 Notice to Proposer (ref. **Section 2** of this RFP).

3.4 Submittal Checklist

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

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

- 3.4.4 Signed and completed copy of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX TWO**).
- 3.4.5 Responses to Proposer's Survey (ref. **Section 5.5** of this RFP).
- 3.4.6 Proposer's Price Schedule (ref. **Section 5.4.7** of this RFP).

SECTION 4
GENERAL TERMS AND CONDITIONS

4.1 General Information regarding Structure of Transaction and Terms and Conditions

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

The terms and conditions contained in the attached Sample Preferred Supplier Agreement (ref. **APPENDIX THREE**) or, in the sole discretion of UT System, terms and conditions substantially similar to those contained in **APPENDIX THREE**, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Preferred Supplier Agreement, Proposer must submit a list of the exceptions as part of its proposal in accordance with **Section 5.3** of this RFP. Proposer’s exceptions will be reviewed by UT System and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, UT System may consider Proposer’s exceptions when UT System evaluates the Proposer’s proposal.

SECTION 5

SPECIFICATIONS, ADDITIONAL QUESTIONS AND SCOPE OF WORK

5.1 General

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

5.2 Minimum Requirements

Each proposal must include information that clearly indicates that Proposer meets the following minimum qualification requirement:

5.2.1 Preferred Supplier must pay to the Alliance an administrative fee of one-half of one percent (0.5%) of the Total Net Sales made under the Agreement. This fee will be payable quarterly, based on the Total Net Sales made by Preferred Supplier under the Agreement during the related quarter. The fee will be used to defray the costs incurred by the Alliance, as UT System's own, in-house group purchasing organization, in organizing, implementing, sustaining and optimizing group procurements for UT System institutions.

5.3 Additional Questions Specific to this RFP and Scope of Work

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

5.3.1 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the "Access by Individuals with Disabilities" language that is set forth in **APPENDIX FOUR, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the "Access by Individuals with Disabilities" language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer's objection. NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

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

5.3.3 Proposers will provide answers to the questions listed in the Proposer's Survey ("**Proposer's Survey**") (ref. **Section 5.5** of this RFP) to the best of Proposer's knowledge, as responses may be incorporated into the Agreement. The questions in the Proposer's Survey will provide UT System with additional information about Proposer and various efficiencies and economies of scale that Proposer may provide to participating institutions.

5.3.4 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Electronic and Information Resources ("EIR") Environment Specifications**. **APPENDIX FIVE** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide. Responses to **APPENDIX FIVE** will be incorporated into the Agreement and will be binding on Proposer.

- 5.3.5 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Security Characteristics and Functionality of Contractor's Information Resources**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR that Proposer is offering to provide. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Proposer.
- 5.3.6 By signing the Execution of Offer (ref. **Section 2 of APPENDIX ONE**), Proposer agrees to comply with Section 2252.908, Government Code ("**Disclosure of Interested Parties Statute**"), and 1 Texas Administration Code Sections 46.1 through 46.5 ("**Disclosure of Interested Parties Regulations**"), as implemented by the Texas Ethics Commission ("**TEC**"), including, among other things, providing the TEC and UT System with the information required on the form promulgated by the TEC and set forth in **APPENDIX SEVEN**. Proposers may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing information on the TEC website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html. The Certificate of Interested Parties must be submitted by Preferred Supplier upon delivery to UT System of a signed Agreement.

5.4 Scope of Work

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

The Proposer acknowledges that this RFP provides a general description of the required Solution to be provided and is not intended to be all inclusive. Proposer must be familiar with the requirements and general conditions that are essential to provide the Solution consistent with industry best practices and in accordance with all licensing, regulations, and professional standards. The key elements of the Solution within the scope of this RFP include, but are not limited to, those described below.

- 5.4.2 General Description. Preferred Supplier will provide an integrated shipping management solution, including related services, for Institutional Participants. The Solution will allow Institutional Participants to identify the most efficient, dependable and cost-effective method for managing their outbound shipping requirements. The Solution must integrate with Institutional Participants' enterprise resource planning ("**ERP**") business process management software, so shipment invoices can be allocated by department, user, and cost object. UT System institutions use both PeopleSoft and Workday as their ERPs.

The Solution will allow Institutional Participants to price, track and optimize outbound shipments via a web-based application. The Solution must include support for domestic and international shipping, including both hazardous and non-hazardous materials. The Solution should also provide workflow support for intra-campus shipping. In general terms, UT System anticipates that the Solution will involve a web portal that the institutions can log into from their desktop and make all necessary arrangements to ship a package (rate shop across carrier contracts, print shipping labels and other documentation, etc.), and receive one invoice with a detailed allocation of shipping costs.

Specifically, the Solution should provide, but not be limited to, the following functionality:

- Rate Comparison
 - compare rates for multiple carriers to determine optimal service and transit time

- load current carrier contract rates available to the specific Institutional Participant
- Documentation
 - provide the ability to print shipping labels, airway bills, commercial invoices, and other documents, both domestically and internationally, from local printers for any selected carrier for hazardous and non-hazardous materials
- Tracking
 - track domestic and international outbound shipments
 - identify late deliveries and credit Institutional Participant as applicable
- Reporting
 - historical record of all transactions processed by Institutional Participant, by department, time period, user, or carrier
 - repeat shipment information
 - dashboard of metrics that provide shipping analytics and business insights
 - savings realized from Institutional Participant’s use of the Solution
- Compliance
 - assist in determining export compliance (e.g., flags known issues)
 - determine Export Control Classification Number (“**ECCN**”)
 - maintain carrier-specific business rules, service types, labels, manifests, etc.
 - compare freight bills against Institutional Participant carrier contracts to identify exceptions
 - allocate invoices by department, user, cost object as required by Institutional Participant
 - assist with International Air Transportation Association (“**IATA**”) and Department of Transportation (“**DOT**”) shipping regulations related to hazardous materials
- Other
 - support use of, or integration with, existing customer-based single sign-on (“**SSO**”) solutions
 - add or delete users; change user profiles; select user preferences

The included Proposer’s Survey (ref. **Section 5.5** of this RFP) is a series of questions that will provide each Proposer the opportunity to explain how its proposed solution meets UT System’s needs. The questions in the Proposer’s Survey were created by the group of SMEs assembled from the participating UT System institutions. Responses to the questions in the Proposer’s Survey must detail clearly (1) how the Solution offered by the Proposer can meet the needs addressed by the questions, (2) whether there is an alternative way of meeting the needs, or (3) whether Proposer cannot meet the needs.

Proposer must provide financial information about its company, alliance relationships, customer size with business sectors, along with customer references. Lastly, Proposer must explain its product and service support model with pricing options.

5.4.3 Campus Requirements.

- 5.4.3.1 Each Institutional Participant will have its own unique set of rules and regulations for conducting business on its campuses. Preferred Supplier will be responsible for compliance with each Institutional Participant's rules and regulations, including any and all requirements for background checks, badging/credentialing, and security.
- 5.4.3.2 Preferred Supplier will establish with each Institutional Participant campus-specific delivery methods, delivery schedules, and delivery locations.
- 5.4.3.3 Preferred Supplier will cause its representatives, agents, employees and permitted subcontractors (if any) to become aware of, fully informed about, and in full compliance with all applicable UT System and Institutional Participant rules and policies, including, without limitation, those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions; consideration for students, patients and their families as well as employees; parking; and security.
- 5.4.4 Preferred Supplier-Alliance Account Support Team. Preferred Supplier will provide a Senior Management Account Representative with the authority and responsibility for the overall success of the Agreement within Preferred Supplier's organization. The Preferred Supplier also will designate an individual assigned to the Alliance account responsible for: (i) receiving and providing ongoing communications by and between Preferred Supplier and UT System; (ii) monitoring the overall implementation of the Agreement at each Institutional Participant and providing updates and activity/sales reports to the UT System Contract Administrator (who will be designated by UT System as responsible for day-to-day management of the Preferred Supplier – UT System relationship and who will serve as Preferred Supplier's primary contact for and on behalf of Institutional Participants on all matters relating to the Agreement); (iii) identifying and fostering process improvements; (iv) serving as the liaison to engage resources with Preferred Supplier's organization to troubleshoot and resolve problems; (v) organizing Quarterly Business Reviews ("QBRs") and monitoring Key Performance Indicators ("KPIs"); and (vi) providing early warning notices of service performance and other concerns to Preferred Supplier's management team and the UT System Contract Administrator.
- 5.4.5 Preferred Supplier-Institutional Participant Account Support Team. Each Institutional Participant will have different support needs. Upon Institutional Participant signing an IPA, Preferred Supplier will develop with Institutional Participant a mutually agreed-upon, customized work plan, to include without limitation: local performance measures; program goals; implementation plan; training plan; ordering method(s); invoicing method(s); and premises rules.
- 5.4.6 Invoicing and Payment.
- 5.4.6.1 Preferred Supplier will invoice the Institutional Participants, not UT System or the Alliance.
- 5.4.6.2 Each Institutional Participant is solely responsible for the payment of any purchase orders or P-Card Transaction ("PCT") it issues, and no Institutional Participant will have any liability whatsoever relating to a purchase order or PCT issued by another Institutional Participant.

- 5.4.6.3 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.
- 5.4.6.4 Preferred Supplier will resolve all order and invoice discrepancies 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.
- 5.4.7 Pricing.
- 5.4.7.1 Proposer will use **Attachment A** to describe in detail its proposed pricing structure. The price proposal must detail all fees associated with domestic, international, hazard domestic, and hazard international shipments. Where transactional fees apply, Proposer should provide detail of how the proposed fee is applied (e.g., per shipping label) to the transaction. Proposer must also identify any fees or charges associated with accessing and/or implementing the proposed Solution. Proposer must include an unbundled breakdown depicting all of the cost elements applicable to acquiring, implementing and supporting the Solution. The breakdown must be very specific and include all elements that would be needed to facilitate pricing the Solution. For any related services, Proposer must list the services and pricing options with all charges, including any required travel costs. This would include, where applicable, software installation, interface design, technical support, and training.
- 5.4.7.2 Preferred Supplier's overall price structure and discount levels will remain firm and unchanged for the term of the Agreement, unless otherwise agreed upon in writing by the UT System Contract Administrator and Preferred Supplier; *provided, however*, Preferred Supplier may provide additional discounts above those stated in the Agreement, and Preferred Supplier is encouraged to do so. Preferred Supplier will document all additional discounts in written email correspondence to the UT System Contract Administrator.
- 5.4.7.3 All prices quoted to UT System or Institutional Participants will be inclusive of all fees and charges due and payable to Preferred Supplier by Institutional Participant.
- 5.4.7.4 Preferred Supplier and the UT System Contract Administrator will review all price structures for the Solution on a periodic basis as determined by the UT System Contract Administrator. Preferred Supplier's initial and subsequent pricing will be benchmarked by the Strategic Services Group for market competitiveness. Preferred Supplier agrees to negotiate in good faith to adjust pricing if necessary to remain competitive. Should pricing listed in the Agreement change during such periodic reviews, such changes will be documented in a written amendment to the Agreement agreed to by Preferred Supplier and the UT System Contract Administrator
- 5.4.8 Management Reports. Preferred Supplier will submit to the UT System Contract Administrator the reports listed below, within thirty (30) days after the close of each calendar quarter. The reports will be provided in electronic format or computer-generated

spreadsheets, in accordance with a template to be provided by UT System. At a minimum, the reports will provide:

- 5.4.8.1 Sales History Report: sales for the current quarter and for total calendar year to date under the Agreement.
- 5.4.8.2 HUB Report: information as required by the HUB subcontracting plan, as applicable.
- 5.4.9 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**.

5.5 Proposer's Survey

Proposer must complete the Proposer's Survey.

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

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

SECTION 6
PRICE SCHEDULE AND AFFIRMATION

6.1 Price Schedule

Proposer must submit, as part of its proposal, detailed prices for the Solution 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 Integrated Outbound Shipping Management Solution

RFP No.: UTS/A64

Ladies and Gentlemen:

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

The prices quoted in in response to this RFP (see **Section 5.4.7**) will be Proposer’s guaranteed pricing.

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

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

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE

PROPOSAL REQUIREMENTS

SECTION 1 GENERAL INFORMATION

1.1 Purpose

UT System is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing goods and services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by UT System.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the goods and services to be performed, the detailed requirements of the goods and services to be provided, and the conditions under which such goods and services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

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

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

1.3 Public Information

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

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

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

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

1.4 Type of Agreement

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

1.5 Proposal Evaluation Process

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

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

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

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

UT System reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or

permanently abandon this selection process, if deemed to be in the best interests of UT System. Proposer is hereby notified that UT System will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UT System.

1.6 Proposer's Acceptance of Evaluation Methodology

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

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

provided by telephone conference or personal meeting with or writing to UT System, at UT System's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

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

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing Affirmation

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

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

1.9.4 Submission

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

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

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

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

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UT System. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without UT System's consent, which will be based

on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UT System, in UT System's sole discretion.

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

SECTION 2 **EXECUTION OF OFFER**

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

- 2.1** By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UT System and Proposer; (3) UT System has made no representation or warranty, written or oral, that one or more contracts with UT System will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the subject goods and services.
 - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform under the Agreement.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in Section 4 of this RFP, under which Proposer will be required to operate.
 - 2.1.6 If selected by UT System, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by UT System, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

- 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UT System will rely on such statements, information and representations in selecting Preferred Supplier. If selected by UT System, Proposer will notify UT System immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UT SYSTEM, INDEMNIFY, AND HOLD HARMLESS UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
- 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Proposer offers and agrees to comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and Proposer may be removed from all proposal lists at UT System.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UT System's option, may result in termination of any resulting contract or agreement.
- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

2.7 By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and any member of the Board of Regents of the University of Texas System or an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to UT System in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UT System enters into a contract or agreement with Proposer.

2.9 By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting UT System from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.

2.10 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.11 By signature hereon, Proposer represents and warrants that all products and services offered to UT System in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

2.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UT System makes an award or enters into any contract or agreement with Proposer.

2.13 If Proposer will sell or lease computer equipment to UT System under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.14 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _____

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

RFP No.: UTS/A-_____

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

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

Submitted and Certified By:

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)



THE UNIVERSITY of TEXAS SYSTEM
FOURTEEN INSTITUTIONS. UNLIMITED POSSIBILITIES.

Office of HUB Programs
512-499-4530
www.utsystem.edu/hub

Exhibit H – Policy on Utilization Historically Underutilized Businesses

HUB Subcontracting Plan for:

- Commodities
- Special Trades
- Other Services
- Miscellaneous Professional Services

OFPC Managed Projects /UT System Administration Only

Revision 2 dated June 5, 2017



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* **Note 1:** *If awarded a contract, the Prime Contractor Progress Assessment Report (PAR) is a required form with each payment application submitted. This form is a condition of payment.*

For questions or clarifications regarding the HUB Subcontracting Plan, please contact the appropriate HUB Coordinator listed below:

UTA, UTD, UTT, & UT Health Northeast

Stephanie Park
Sr. HUB Coordinator
972-883-5377
spark@utsystem.edu

UT Health Houston, UT Health San Antonio, UTSA, UTRGV, Supply Chain & OFPC Misc. & Engineering

Cynthia Booker
HUB Coordinator
409-772-1353
cbooker@utsystem.edu

UTEP, UTPB, & UT System Admin.-Contracts & Procurement

Kyle Hayes
HUB Coordinator
512-322-3745
khayes@utsystem.edu

UT System Administration
Historically Underutilized Subcontracting Plans (HSP)
Commodities-31.04%, Other Services-26%, Special Trades-32.9%,
Miscellaneous Professional Services – 23.7%

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

Statement of Probability - Subcontracting Opportunities are probable in connection with this solicitation

Choose **ONLY ONE** of the options below and follow the directions below the appropriate section.

Option 1 - Complete a Self-Performing HSP as follows:

Section 1

- Respondent and Requisition Information. Complete as indicated on the form. VID # refers to the tax ID number.

Section 2A

- Mark the ‘NO’, I will not be sub-consulting any portion of the contract, and I will be fulfilling the entire contract with my own resources. Continue to Section 3.

Section 3

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

_____ has the resources to complete all scopes of this RFP with our own equipment, supplies, materials and personnel. If sub-contracting opportunities are identified at a future date, we will immediately contact the project manager and HUB Coordinator and commit to perform a Good Faith Effort through solicitation of HUB firms and submit an amended HUB Subcontracting Plan.

Section 4

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

Option 2 – Complete if all sub-consulting opportunities are performed by ONLY HUB vendors.

Section 1

- Respondent and Requisition Information. Complete as indicated on the form. VID # refers to the tax ID number.

Section 2A

- Mark the ‘YES’, I will be sub-contracting portions of the contract.

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.

Section 2C

- Mark “YES”.

Section 4

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

Good-Faith Effort (Attachment A)

Section A-1

- Complete this attachment for each sub-consulting opportunity listed in Section 2B.

Section A2

- List the sub-consultants you selected to perform this subcontracting opportunity listed above in Section A-1. Please include their VID #, State of Texas HUB certificate, the appropriate \$ amount and the contract percentage.

Option 3 – Complete if sub-consulting opportunities by both HUB and non-HUB vendors meet or exceed the HUB goals stated above.

Section 1

- Respondent and Requisition Information. Complete as indicated on the form. VID # refers to the tax ID number.

Section 2A

- Mark the ‘YES’, I will be subcontracting portions of the contract.

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

Section 2C

- Mark “NO”.

Section 2D

- Mark “YES”.

Section 4

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

Good-Faith Effort (Attachment A)

- Complete this attachment for each sub-consulting opportunity listed in Section 2B.

Section A1

- List the name of the sub-consulting opportunity listed on the corresponding line in Section 2B.

Section A2

- List the sub-consultants you selected to perform this subcontracting opportunity listed above in Section A-1. Please include their VID #, State of Texas HUB certificate, the appropriate \$ amount and the contract percentage.

Option 4 - Complete a Sub-Contracting HSP as follows:

Section 1

- Respondent and Requisition Information. Complete as indicated on the form. VID # refers to the tax ID number.

Section 2A

- Mark the ‘YES’, I will be subcontracting portions of the contract.

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

Section 2C

- Mark “NO”.

Section 2D

- Mark "NO".

Section 4

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

Good-Faith Effort (Attachment B)

- Complete this attachment for each sub-consulting opportunity listed in Section 2B.

Section B1

- List the name of the sub-consulting opportunity listed on the corresponding line in Section 2B.

Section B3

- Subsection (b) - List 3 three HUBs you notified regarding the portion of work indicated in Section B1. **NOTE: Attach addressed and dated supporting documentation in the form of letters, fax transmittals, e-mails etc. demonstrating evidence of the Good Faith Effort performed. Please note that you must give the subcontractor 7 working days to respond to your request. Holidays and skeleton crew days do not count as working days.**

Subsection (d) – Indicate the names of two minority or women’s organization you contacted. **NOTE: Include copies of correspondence as well as the date the notice is sent and indicate if the notice was accepted or rejected.** The minority organizations at the link below, have expressed their willingness to accept notices of subcontracting opportunities from vendors to distribute to their minority and woman-owned business members. <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>

Section B4

List the sub-consultant you selected to perform the portion of the work indicated in Section 3. Include the expected percentage of work to be subcontracted, the dollar value and whether company selected is a HUB. If company selected is not a HUB, provide written justification of your selection process in Section B4, sub-section b.

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.

Determination of Good Faith Effort in developing an HSP for commodities contracts includes but is not limited to the following:

1. Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices.
2. The respondent shall notify HUBs of subcontracting opportunities that the respondent intends to subcontract in writing. Notice shall include the following:
 - a. Scope of work
 - b. Specifications
 - c. Identify a contact person with phone number and emailThe respondent shall provide potential HUB subcontractors no less than seven (7) working days from receipt of notice to respond.
3. The respondent shall use the Centralized Master Bidders List (CMBL), HUB Directory, Internet resources, and/or other directories as identified by the agency when searching for HUB subcontractors. Respondents may also rely on the services of minority/ women and community organizations, contractor groups, local, state and federal business assistance offices in identifying qualified HUB subcontractors. Search the CMBL at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>
4. The respondent shall provide notice of subcontracting opportunities to minority/women trade organizations or development centers to assist in identifying HUBs by disseminating subcontracting opportunities to their membership. Minority and business contacts may be found at: <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>

Notice must be provided no less than seven (7) working days prior to the submission of the response.

Notice shall include the following:

- a. Scope of work
 - b. Specifications
 - c. Identify a contact person
5. The respondent shall provide notice to three or more HUBs per each subcontracting opportunity that provide the type of work required for each subcontracting opportunity identified in the contract specifications or any other subcontracting opportunity the respondent cannot complete with its own equipment, supplies, materials, and/or employees. The respondent must keep and provide official written documentation (i.e. fax transmittals, email, etc. to demonstrate compliance).
6. Provide written justification of the selection process if a non HUB subcontractor is selected.
7. Encourage selected non-certified minority or woman owned business subcontractors to apply for HUB certification. If the minority or woman owned vendor is not a State certified HUB you may refer the firm to the HUB office for additional information on becoming HUB certified or the State HUB website <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>

HUB Subcontracting Plan Required Documents

HUB forms may also be downloaded at: <http://www.utsystem.edu/offices/historically-underutilized-business/hub-forms>

Changes to the Plan

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

Reporting – After Award

Prime contractor payment requests shall include: Prime Contractor Progress Assessment Report (PAR) identify all HUB and non-HUB subcontractor payments. PAR form and instructions for completion can be found at: <http://www.utsystem.edu/offices/historically-underutilized-business/hub-forms>

RESPONDENT'S BUSINESS LETTERHEAD

Date

Regional HUB Coordinator
The University of Texas System
Office of HUB Programs
201 W. 6th Street, Room B.140E
Austin, Texas 78701

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

Dear ,

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 20.284, and the goal as stated in the Agency Special Instructions section of the HUB Subcontracting Plan, page 8.

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

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller HUB Certification document.

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

Sincerely,

Project Executive

cc: Project Manager

BUSINESS LETTERHEAD

Date

Regional HUB Coordinator
Office of HUB Programs
The University of Texas System
201 W. 6th Street, Room B.140E
Austin, TX 78701

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

Dear ,

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). In accordance with the requirements outlined in the HUB Subcontracting Plan (HSP), I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for qualifications/proposals, referencing Project Number _____.

The Good Faith Effort for AE services will be documented by a two (2) part HUB Subcontracting Plan (HSP) process as described in the instructions located on page 2-3 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs) for Hybrid Delivery Professional Services.

An HSP for Part One AE services shall consist of a Letter of HUB Commitment (page 7) and the HUB Subcontracting Plan (pages 8-16) with the appropriate sections completed per the instructions located on pages 2-5 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs) for Professional Services.

As the scope of work/project is defined under this IDIQ/Miscellaneous Services contract, Part Two of the process will require a revised HUB Subcontracting Plan (HSP) if the work/project value over the duration of the work/project exceeds \$100,000. A Good Faith Effort will be required per instructions in Attachment B (pages 13-14).

Sincerely,

Project Manager/Executive

BUSINESS LETTERHEAD

Date

Regional HUB Coordinator
Office of HUB Programs
The University of Texas System
201 W. 6th Street, Room B.140E
Austin, TX 78701

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

Dear ,

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). In accordance with the requirements outlined in the HUB Subcontracting Plan (HSP), I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for qualifications/proposals, referencing RFP Number _____.

The 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 (1) of the HSP Quick Checklist located on page 2 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). The Good Faith Effort will be documented per instructions in Attachment A/B (Options Two, Three and Four of the HSP Quick Check List pages 2, 3 and 4). The revised HUB Subcontracting Plan will be submitted to the HUB Coordinator prior to execution of each contract process. Documentation of subcontracted work will be provided with each pay request.

Sincerely,

Project Administrator



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) §20.284 are:

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

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

In accordance with 34 TAC §20.13(d)(1)(D)(iii), the goals below are the applicable goals for The University of Texas System Administration only effective January 1, 2016.

Miscellaneous Professional Services – 23.7%

Commodities-31.04%

Other Services-26%

Special Trades- 32.9%

- 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.
- Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment. A copy of the UT System Contract Management System (UTCMS) Compliance Report shall be attached to the State of Texas HUB PAR and 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)

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***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.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>).
- 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.

HSP Good Faith Effort - Method A (Attachment A)

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

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

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

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

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

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

HSP Good Faith Effort - Method B (Attachment B)

| | |
|---------------------------------------|----------------------|
| 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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR 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, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

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

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

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

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

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

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

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

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

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

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



HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

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

| | |
|--|-----------------------------|
| SECTION A: PRIME CONTRACTOR'S INFORMATION | |
| Company Name: _____ | State of Texas VID #: _____ |
| Point-of-Contact: _____ | Phone #: _____ |
| E-mail Address: _____ | Fax #: _____ |

| | |
|--|----------------------|
| SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION | |
| Agency Name: _____ | Phone #: _____ |
| Point-of-Contact: _____ | Bid Open Date: _____ |
| Requisition #: _____ | (mm/dd/yyyy) |

| | |
|--|------------------|
| SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE DESCRIPTION REQUIREMENTS AND RELATED INFORMATION | |
| 1. Potential Subcontractor's Bid Response Due Date: | |
| If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, | |
| we must receive your bid response no later than _____ on _____. | |
| Central Time | Date(mm/dd/yyyy) |
| <p><i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p> | |

| |
|---|
| 2. Subcontracting Opportunity Scope of Work: |
| |

| | |
|------------------------------------|--|
| 3. Required Qualifications: | <input type="checkbox"/> - NotApplicable |
| | |

| | |
|---|--|
| 4. Bonding/Insurance Requirements: | <input type="checkbox"/> - NotApplicable |
| | |

| | |
|--|--|
| 5. Location to review plans/specifications: | <input type="checkbox"/> - NotApplicable |
| | |

HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

Contract/Requisition Number: _____

Date of Award: _____
(mm/dd/yyyy)

Object Code: _____
(Agency Use Only)

Contracting Agency/University Name:

Contractor (Company) Name: _____

State of Texas VID #: _____

Point of Contact: _____

Phone #: _____

Reporting (Month) Period: _____

Total Amount Paid this Reporting Period to \$ _____

Report HUB and Non-HUB subcontractor information

| Subcontractor's Name | Subcontractor's VID or HUB Certificate Number | *Texas Certified HUB? (Yes or No) | Total Contract \$ Amount from HSP with Subcontractor | Total \$ Amount Paid This Reporting Period to Subcontractor | Total Contract \$ Amount Paid to Date to Subcontractor | Object Code (Agency Use Only) |
|----------------------|---|-----------------------------------|--|---|--|-------------------------------|
| | | | \$ - | \$ - | \$ - | |
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| | | | \$ - | \$ - | \$ - | |

Signature: _____

Title: _____

Date: _____

APPENDIX THREE

SAMPLE PREFERRED SUPPLIER AGREEMENT

for

INTEGRATED OUTBOUND SHIPPING MANAGEMENT SOLUTION

between

THE UNIVERSITY OF TEXAS SYSTEM

and

University of Texas Agreement Number: _____

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

This Agreement specifies the terms and conditions applicable to the supply by Preferred Supplier of a certain integrated outbound shipping management solution to institutional participants, all as further described below.

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

SECTION 1 – Definitions

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

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

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

“Solution” means the integrated outbound shipping management solution, including related services, as described in **Rider 100** (Scope of Work).

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

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

SECTION 2 – Term:

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

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

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

SECTION 3 – Amendment:

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

SECTION 4 – Performance by Preferred Supplier:

Preferred Supplier will perform its obligations under this Agreement to the satisfaction of UT Party. Time is of the essence in connection with this Agreement. UT Party will not have any obligation to accept late performance or waive timely performance by Preferred Supplier. Preferred Supplier will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, for its performance hereunder.

SECTION 5 – Family Code Child Support Certification:

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

SECTION 6 – Eligibility Certifications:

Pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Preferred Supplier certifies that it has not received compensation for participation in the preparation of the Request for Proposal related to this Agreement and is not ineligible to receive the award of or payments under this Agreement; and acknowledges that this Agreement may be terminated and payment withheld if these certifications are inaccurate.

SECTION 7 – Tax Certification:

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

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

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

SECTION 9 – Loss of Funding:

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

SECTION 10 – Force Majeure:

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

SECTION 11 – Notices:

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or

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

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

with copy to: The University of Texas System Supply Chain Alliance
Mid Campus Building
7007 Bertner Ave., Suite 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
210 W. 7th Street
Attn: Executive Vice Chancellor for Business Affairs
Austin, Texas 78701-2982
Fax: 512-499-4289
Email: LegalNotices@utsystem.edu

and The University of Texas System Supply Chain Alliance
Mid Campus Building
7007 Bertner Ave., Suite 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 the Solution and all related services supplied under this Agreement will be accurate and free from any material defects. Preferred Supplier's performance hereunder will at no time be in any way diminished by reason of any approval by UT Party nor will Preferred Supplier be released from any liability by reason of any approval by UT Party, it being agreed that UT Party at all times is relying upon Preferred Supplier's skill and knowledge in performing hereunder. Preferred Supplier will, at its own cost, correct all material defects in the Solution and related services supplied under this Agreement, as soon as practical after Preferred Supplier becomes aware of the defects. If Preferred Supplier fails to correct such material defects within a reasonable time, then UT Party may correct the defect at Preferred Supplier’s expense. This remedy is in addition to, and not in substitution for, any other remedy for the defect that UT Party may have at law or in equity.

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

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

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

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

SECTION 13 – State Auditor's Office:

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

SECTION 14 – Governing Law:

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

SECTION 15 – Breach of Contract Claims:

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

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

15.1.2 If the parties are unable to resolve their disputes under **Section 15.1.1**, the contested case process provided in subchapter C of Chapter 2260 is Preferred Supplier's sole and exclusive

process for seeking a remedy for any and all of Preferred Supplier's claims for breach of this Agreement by UT Party.

15.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by UT Party nor any other conduct, action or inaction of any representative of UT Party relating to this Agreement constitutes or is intended to constitute a waiver of UT Party's or the state's sovereign immunity to suit and (ii) UT Party has not waived its right to seek redress in the courts.

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

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

SECTION 16 – Compliance with Law:

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

SECTION 17 – UT System's Right to Audit:

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

SECTION 18 – Access to Documents:

To the extent applicable to this Agreement, in accordance with Section 1861(v)(1)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Preferred Supplier agrees to allow, during and for a period of not less than four (4) years after this Agreement term, access to this Agreement and its books, documents, and records; and contracts between Preferred Supplier and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

SECTION 19 – Insurance:

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

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

| | |
|-------------------------------------|-------------|
| Employers Liability - Each Accident | \$1,000,000 |
| Employers Liability - Each Employee | \$1,000,000 |
| Employers Liability - Policy Limit | \$1,000,000 |

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which 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 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 and Institutional Participant. ***All insurance policies*** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The University of Texas System, and Institutional Participant. Preferred Supplier will notify Institutional Participant within ten business days after being notified by Preferred Supplier's insurance carrier of, and at least 15 days prior to, any cancellation, material change, or non-renewal relating to any insurance policy required in this **Section 19**.
- 19.2.4** Preferred Supplier will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by Institutional Participant prior to the performance by Preferred Supplier under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
- 19.2.5** Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the Institutional Participant contact identified in the Institutional Participation Agreement.

19.3 Preferred Supplier's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by Institutional Participant or The University of Texas System. Preferred Supplier's or subcontractor's insurance will be kept in force until all obligations under this Agreement have been fully performed and accepted by Institutional Participant in writing, except as provided in this **Section 19.3**.

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

19.4 Cyber Liability Insurance

Preferred Supplier will maintain Cyber Liability insurance with limits of not less than \$10 million for each wrongful act, that provides coverage for:

- Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of University Records, whether by Preferred Supplier or any subcontractor or cloud service provider used by Preferred Supplier;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fee assessments and penalties;
- Liability for technological products and services;
- PCI fines, fees, penalties and assessments;
- Cyber extortion payments and response costs;
- First- and third-party business interruption loss resulting from a network security failure;
- Costs of restoring, updating or replacing data;
- Liability losses connected to network security, privacy, and media liability.

Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles will be provided to UT System upon request. Preferred Supplier will be responsible for any and all deductibles, self-insured retentions or waiting period requirements. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this Agreement. If the Cyber Liability policy is written on a claims-made basis and non-renewed at any time during and up until expiration or termination of this Agreement, Preferred Supplier will purchase an Extended Reporting Period for at least a two-year period. UT Parties and The Board of Regents of UT System will be named as an additional insureds, and Preferred Supplier's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds. UT Parties and The Board of Regents of the University of Texas System will be provided with a waiver of subrogation, both by endorsement to the required Cyber Liability policy. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

SECTION 20 – Indemnification:

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

20.2 IN ADDITION, PREFERRED SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UT PARTY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY

INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY PREFERRED SUPPLIER, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF PREFERRED SUPPLIER, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UT PARTIES WILL PROMPTLY NOTIFY PREFERRED SUPPLIER AND PREFERRED SUPPLIER WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UT PARTIES AGREE TO REASONABLY COOPERATE WITH PREFERRED SUPPLIER. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

SECTION 21 – Ethics Matters; No Financial Interest:

Preferred Supplier and its employees, agents, representatives and subcontractors have read and understand:

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

Neither Preferred Supplier nor its employees, agents, representatives or subcontractors will assist or cause UT Party’s employees to violate UT System’s Conflicts of Interest Policy, provisions described by UT System’s Standards of Conduct Guide, or applicable state ethics laws or rules. Preferred Supplier represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

SECTION 22 – Assignment of Overcharge Claims:

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

SECTION 23 – Assignment and Subcontracting:

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

SECTION 24 – Historically Underutilized Business Subcontracting Plan:

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

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

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

SECTION 25 – Payment and Invoicing:

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

Section 51.012, *Texas Education Code*, authorizes UT Party to make any payment through electronic funds transfer methods. Preferred Supplier agrees to receive payments from UT Party through electronic funds transfer methods, including the automated clearing house system (also known as ACH). Prior to the first payment under this Agreement, UT Party will confirm Preferred Supplier’s banking information.

Any changes to Preferred Supplier's banking information will be communicated by Preferred Supplier to UT Party in writing at least thirty (30) days in advance of the effective date of the change.

SECTION 26 – Limitations:

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

SECTION 27 – Affirmative Action:

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

SECTION 28 – OSHA Compliance:

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

SECTION 29 - Certifications of Nonsegregated Facilities and Equal Employment Opportunities Compliance:

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

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated

Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

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

SECTION 30 – Premises Rules:

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

SECTION 31 – Debarment:

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

SECTION 32 – Office of Inspector General Certification:

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

SECTION 33 – Termination:

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

33.2 UT System may terminate this Agreement, without cause, upon written notice to Preferred Supplier; provided, however, this Agreement will not terminate until the later of (1) 90 days after receipt of notice of termination, or (2) the date that performance is complete under all purchase orders issued by Institutional Participant to Preferred Supplier prior to receipt of notice of termination. Institutional Participant may not issue any purchase orders after receipt of notice of termination. Termination of this Agreement will not relieve any party from liability for its default under or breach of this Agreement or any other act or omission of that party. In the event that this Agreement is terminated, then within thirty (30) days after termination, Preferred Supplier will reimburse UT Party for all fees paid by UT Party to Preferred Supplier that were (a) not earned by Preferred Supplier prior to termination, or (b) for goods or services that UT Party did not receive from Preferred Supplier prior to termination.

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

SECTION 34 – Authority:

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

SECTION 35 – Survival of Provisions:

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

SECTION 36 – Confidentiality; Press Releases; Public Information:

36.1 Confidentiality and Safeguarding of UT Party Records. Under this Agreement, Preferred Supplier may (1) create, (2) receive from or on behalf of UT Party, or (3) have access to, UT Party’s records or record systems (collectively, “**UT Party Records**”). Among other things, UT Party Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances. Preferred Supplier represents, warrants, and agrees that it will: (1) hold UT Party Records in strict confidence and will not use or disclose UT Party Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by UT Party in writing; (2) safeguard UT Party Records according to

reasonable administrative, physical and technical standards commonly in effect within Preferred Supplier's industry and that are no less rigorous than the standards by which Preferred Supplier protects its own confidential information; (3) continually monitor its operations in accordance with reasonable standards commonly in effect within Preferred Supplier's industry and take any action necessary to ensure that UT Party Records are safeguarded and that the confidentiality of UT Party Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, and the terms of this Agreement; and (4) comply with UT Party's rules, policies, and procedures regarding access to and use of UT Party's computer systems. At the request of UT Party, Preferred Supplier will provide UT Party with a written summary of the procedures Preferred Supplier uses to safeguard and maintain the confidentiality of UT Party Records.

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

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

36.4 Disclosure. If Preferred Supplier discloses any UT Party Records to a subcontractor or agent, Preferred Supplier will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Preferred Supplier by this **Section 36**.

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

36.6 Public Information. UT Party strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* ("**TPIA**"), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to UT Party, Preferred Supplier will make any information created or exchanged with UT Party pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UT Party that is accessible by the public.

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

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

SECTION 37 – Tax Exemption

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

SECTION 38 – Undocumented Workers:

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

SECTION 39 – No Required Quantities or Minimum Amounts:

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

SECTION 41 – Access by Individuals with Disabilities:

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

SECTION 42 – Certification regarding Boycotting Israel:

Pursuant to Chapter 2270, Texas Government Code, Preferred Supplier certifies that it (1) does not currently boycott Israel; and (b) will not boycott Israel during the term of this Agreement. Preferred Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

SECTION 43 – Certification regarding Business with Certain Countries and Organizations:

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

SECTION 44 – Background Checks:

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

SECTION 45 – 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 46 – 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 47 – 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 48 – 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 49 – 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 50 – 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 51 – 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 52 – 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 53 – 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 54 – Attachments:

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

- Rider 100** – Scope of Work
- Rider 200** – Price Schedule
- Rider 300** – Institutional Participation Agreement Form
- Rider 400** – Supplier Relationship Management
- Rider 500** – HUB Subcontracting Plan
- Rider 600** – Affirmative Action Compliance Program

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

THE UNIVERSITY OF TEXAS SYSTEM

[PREFERRED SUPPLIER]

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

Date: _____

Signed: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX THREE - 300

INSTITUTIONAL PARTICIPATION AGREEMENT

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

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

Benefits from Preferred Supplier Agreement:

To obtain an integrated outbound shipping management solution at discounted pricing.

Institutional Participant’s Responsibilities

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

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

Institutional Participant's notice address and contact information is:

[Name of Institutional Participant]

Street Address: _____

Fax: _____

Email: _____

Attention: _____

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

INSTITUTIONAL PARTICIPANT: Primary Contact:

Name: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

INSTITUTIONAL PARTICIPANT: HUB Contact:

Name: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

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

PREFERRED SUPPLIER Primary Contact:

Name: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

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

Name: _____

Title: _____

Address: _____

Fax: _____
Email: _____

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

[Name of Institutional Participant]

By: _____
Printed Name and Title: _____
Signature: _____
Street: _____
City: _____ State: _____ Zip: _____
Date: _____

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

APPENDIX THREE - 400

SUPPLIER RELATIONSHIP MANAGEMENT

[Note: this is a Sample for Discussion]

1.0 Supplier Relationship Management (“SRM”) Program Requirements

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. QBRs will be held four times annually and generally scheduled within sixty (60) days after the close of the calendar year quarter (March, June, September, and December). Institutional Participants may elect to establish a local level SRM program by a separate mutual agreement with Preferred Supplier.

2.0 Quarterly Business Reviews

2.1 QBRs will consist of two major components:

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

Table 1: Key Performance Indicators

| Performance Measure | Service Level | Variance from Service Level | Maximum Score (TBD) | Definition and Measurement |
|--|---------------------------|-----------------------------|---------------------|---|
| System Availability | TBD | TBD | TBD | The ratio of time the software is accessible to the total time to be had within the defined Business Hours. |
| System Malfunctions | TBD | TBD | TBD | A failure of the software to perform in accordance with the Agreement. |
| Project Manager Responsiveness | TBD | TBD | TBD | TBD |
| Administrative Fees & Incentive Payments | Not more than 5 days late | Y N | TBD | Paid accurately and on time within contract schedules |

| | | | | |
|-----------------------|---------------------------|-------------------------------------|-----|---|
| Alliance Reports | Not more than 5 days late | Y N | TBD | Submitted within contract schedule each month to the Alliance |
| Customer Satisfaction | 90% of metric | ≤ 3% >3%-≤8% >8%-≤15% >15% | TBD | Preferred Supplier will attain customer satisfaction score of 90% or greater. Survey content and distribution to be agreed with Preferred Supplier to ensure appropriate measures recorded. |

Table 2: Business Relationship Indicators

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

2.2 Business Relationship Indicators

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

2.3 QBR Meeting Reports and Metrics

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

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

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

3.0 Preferred Supplier Evaluation and Rating

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.

Preferred Supplier must obtain a minimum composite score of ____ 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 ____ during the previous quarter or a score of Zero ("0") for any KPI.

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

5.0 Corrective Action and Remedies

If Preferred Supplier's implementation of the CAP does not result in a minimum composite score of ____ 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.

APPENDIX FOUR

ACCESS BY INDIVIDUALS WITH DISABILITIES

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

APPENDIX FIVE

ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

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

Basic Specifications

1. If the EIR will be hosted by Institutional Participant, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).

Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?

Operating System and Version:

Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?

Application Server:

Database:

Other Requirements: Are any other hardware or software components required?

Assumptions: List any assumptions made as part of the identification of these environment requirements.

Storage: What are the space/storage requirements of this implementation?

Users: What is the maximum number of users this configuration will support?

Clustering: How does the EIR handle clustering over multiple servers?

Virtual Server Environment: Can the EIR be run in a virtual server environment?

2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:

A. Describe the audit standards of the physical security of the facility; and

B. Indicate whether Proposer is willing to allow an audit by Institutional Participant or its representative.

3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?

4. If the EIR requires special client software, what are the environment requirements for that client software?

5. Manpower Requirements: Who will operate and maintain the EIR? Will additional Institutional Participant full time employees (FTEs) be required? Will special training on the EIR be required by

Proposer's technical staff? What is the estimated cost of required training

6. Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

Security

Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project ("**OWASP**") Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. Institutional Participant will not take final delivery of the EIR if Institutional Participant determines there are serious vulnerabilities within the EIR.

Which party, Proposer or Institutional Participant, will be responsible for maintaining critical EIR application security updates?

If the EIR is hosted, indicate whether Proposer's will permit Institutional Participant to conduct a penetration test on Institutional Participant's instance of the EIR.

If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?

Integration

1. Is the EIR authentication Security Assertion Markup Language ("**SAML**") compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?

2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?

3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will Institutional Participant have access to implement logging with Institutional Participant's standard logging and monitoring tools, RSA's Envision?

4. Does the EIR have an application programming interface ("**API**") that enables us to incorporate it with other applications run by the Institutional Participant? If so, is the API .Net based? Web Services-based? Other?

5. Will Institutional Participant have access to the EIR source code? If so, will the EIR license permit Institutional Participant to make modifications to the source code? Will Institutional Participant's modifications be protected in future upgrades?

6. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to Institutional Participant.

Accessibility Information

Proposer must provide the following, as required by Title 1, Rule §213.38(b) of the *Texas Administrative Code*:

1. Accessibility information for the electronic and information resources (“EIR”)¹ products or services proposed by Proposer, where applicable, through one of the following methods:

(A) the URL to completed Voluntary Product Accessibility Templates (“VPATs”)² or equivalent reporting templates;

(B) an accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or

(C) the URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and

2. Credible evidence of Proposer’s capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer’s internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

¹ Electronic and information resources are defined in Section 2054.451, *Texas Government Code* ([link](#)) and Title 1, Rule §213.1 (6) of the *Texas Administrative Code* ([link](#)).

² Voluntary Product Accessibility Templates are defined in Title 1, Rule §213.1 (19) of the *Texas Administrative Code* ([link](#)). For further information, see this [link](#) to a VPAT document provided by the Information Technology Industry Council.

APPENDIX SIX

SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

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

"Information Resources" means any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

"Institutional Participant Records" means records or record systems that Proposer (1) creates, (2) receives from or on behalf of Institutional Participant, or (3) has access, and which may contain confidential information (including credit card information, social security numbers, and private health information ("**PHI**") subject to Health Insurance Portability and Accountability Act ("**HIPAA**") of 1996 (Public Law 104-191), or education records subject to the Family Educational Rights and Privacy Act ("**FERPA**").

General Protection of Institutional Participant Records

1. Describe the security features incorporated into Information Resources to be provided or used by Proposer pursuant to this RFP.
2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.
3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

Complete the following additional questions if the Information Resources will be hosted by Proposer:

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.
5. Describe the physical access controls used to limit access to Proposer's data center and network components.

6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process Institutional Participant Records, or from which Institutional Participant Records may be accessed?
7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of Institutional Participant Records?
8. Will the Proposer agree to a vulnerability scan by Institutional Participant of the web portal application that would interact with Information Resources, including any systems that would hold or process Institutional Participant Records, or from which Institutional Participant Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.
9. Describe processes Proposer will use to provide Institutional Participant assurance that the web portal and all systems that would hold or process Institutional Participant Records can provide adequate security of Institutional Participant Records.
10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of Institutional Participant Records.
11. Does Proposer encrypt backups of Institutional Participant Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?
12. Describe the security features incorporated into Information Resources to safeguard Institutional Participant Records containing confidential information.

Complete the following additional question if Information Resources will create, receive, or access Institutional Participant Records containing PHI subject to HIPAA:

13. Does Proposer monitor the safeguards required by the HIPAA Security Rule (45 C.F.R. § 164 subpts. A, E (2002)) and Proposer's own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Proposer's HIPAA Privacy & Security policies and describe the Proposer's monitoring activities and the frequency of those activities with regard to PHI.

Access Control

1. How will users gain access (i.e., log in) to Information Resources?
2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.
3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department)? If yes, describe how Information Resources provide for multiple security levels of access.
4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe

what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.

5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.

6. Describe Proposer's password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Complete the following additional questions if Information Resources will be hosted by Proposer:

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting Institutional Participant Records to ensure need-to-know-based access?

8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?

9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Use of Data

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process Institutional Participant Records, or from which Institutional Participant Records may be accessed, to ensure that Institutional Participant Records will not be accessed or used in an unauthorized manner?

2. What safeguards does Proposer have in place to segregate Institutional Participant Records from system data and other customer data and/or as applicable, to separate specific Institutional Participant data, such as HIPAA and FERPA protected data, from Institutional Participant Records that are not subject to such protection, to prevent accidental and unauthorized access to Institutional Participant Records ?

3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of Institutional Participant Records?

4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of Institutional Participant Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render Institutional Participant Records unrecoverable and prevent accidental and unauthorized access to Institutional Participant Records? Describe the degree to which sanitizing and disposal processes addresses Institutional Participant data that may be contained within backup systems. If Institutional Participant data contained in backup systems is not fully sanitized,

describe processes in place that would prevent subsequent restoration of backed-up Institutional Participant data.

Data Transmission

1. Do Information Resources encrypt all Institutional Participant Records in transit and at rest? If yes, describe how Information Resources provide that security. If no, what alternative methods are used to safeguard Institutional Participant Records in transit and at rest?

Complete the following additional questions if Information Resources will be hosted by Proposer:

2. How does data flow between Institutional Participant and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard Institutional Participant Records.

3. Do Information Resources secure data transmission between Institutional Participant and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect Institutional Participant Records in transit?

Notification of Security Incidents

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe Proposer's procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process Institutional Participant Records, or from which Institutional Participant Records may be accessed.

2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify Institutional Participant and other customers? Include Proposer's definition of security breach.

3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer's and subcontractor's own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.

Compliance with Applicable Legal & Regulatory Requirements

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format Institutional Participant Records are kept and what tools are available to Institutional Participant to access Institutional Participant Records.

2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process Institutional Participant Records, or from which Institutional Participant Records may be accessed) that interact with Information Resources reside within the United States of America. If

no such controls, describe Proposer's processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.

3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.

| Cloud Security Questionnaire | | |
|--|--|-----------------|
| Control Group | Assessment Questions | Response |
| Verification | | |
| Independent Audits | How often do you conduct network penetration tests of your cloud service infrastructure? | |
| | How often do you conduct regular application penetration tests of your cloud infrastructure? | |
| | How often do you conduct internal audits? | |
| | Do you conduct external audits regularly as prescribed by industry best practices and guidance? | |
| | Are the results of the network penetration tests available to tenants at their request? | |
| | Are the results of internal and external audits available to tenants at their request? | |
| Third Party Audits | Will you permit UT to conduct vulnerability scans on hosted applications and your network? | |
| | Do you have external third-party conduct vulnerability scans and periodic penetration tests on your applications and networks? | |
| Audit Tools Access | How do you restrict, log, and monitor access to your information security management systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.) | |
| Information System Regulatory Mapping | How do you ensure customer data is logically segmented so that data may be produced for a single tenant only, without inadvertently accessing another tenant's data? | |
| | Do you have the capability to logically segment and recover data for a specific customer in the case of a failure or data loss? | |
| Intellectual Property | Describe the controls you have in place to protect tenants intellectual property. | |
| Data Governance | | |
| Ownership / Stewardship | Do you follow a structured data-labeling standard (ex. ISO 15489, Oasis XML Catalog Specification, CSA data type guidance)? | |
| Classification | Can you provide the physical location/geography of storage of a tenant's data upon request? | |
| | Do you allow tenants to define acceptable geographical locations for data routing or resource instantiation? | |
| Handling / Labeling / Security Policy | Are policies and procedures established for labeling, handling, and security of data and objects which contain data? | |
| Retention Policy | Describe technical control you have in place to enforce tenant data retention policies. | |

| Cloud Security Questionnaire | | |
|-------------------------------------|---|-----------------|
| Control Group | Assessment Questions | Response |
| Secure Disposal | Describe your process for secure disposal or destruction of physical media and secure deletion or sanitization of all computer resources of UT data once UT has determined the hosted resources are no longer needed. | |
| Nonproduction Data | How do you ensure no production data is replicated or used in non-production environments? | |
| Information Leakage | Describe the controls in place to prevent data leakage or intentional/accidental compromise between tenants. | |
| | What Data Loss Prevention (DLP) or extrusion prevention solution is in place for all systems which interface with your cloud service offering? | |
| Facility Security | | |
| Controlled Access Points | Are physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols) implemented? | |
| Unauthorized Persons Entry | How are ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises, monitored, controlled or isolated from data storage and process? | |
| Asset Management | What are your procedures governing asset management and repurposing of equipment used to support UT hosted services or data? | |
| Human Resources Security | | |
| Background Screening | Are state of residency and national fingerprint-based record checks conducted on employees or contractors who have access to UT's data, applications or the networks supporting UT's data and or applications? | |
| Employment Agreements | Do you specifically train your employees regarding their role vs. the tenant's role in providing information security controls? | |
| | Do you document employee acknowledgment of training they have completed? | |
| Employment Termination | Are roles and responsibilities for following performing employment termination or change in employment procedures assigned, documented, and communicated? | |

| Cloud Security Questionnaire | | |
|--|---|-----------------|
| Control Group | Assessment Questions | Response |
| Information Security | | |
| Management Program | Do you provide tenants with documentation describing your Information Security Management Program (ISMP)? | |
| Management Support / Involvement | Are policies in place to ensure executive and line management take formal action to support information security through clear documented direction, commitment, explicit assignment, and verification of assignment execution? | |
| Policy | Do your information security and privacy policies align with particular industry standards (ISO- 27001, ISO-22307, CoBIT, etc.)? | |
| | Do you have agreements which ensure your providers adhere to your information security and privacy policies? | |
| | Do you have the capability to continuously monitor and report the compliance of your infrastructure against your information security baselines? | |
| Policy Reviews | Do you notify your tenants when you make material changes to your information security and/or privacy policies? | |
| Policy Enforcement | Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures? | |
| | Are employees made aware of what action might be taken in the event of a violation and stated as such in the policies and procedures? | |
| User Access Policy | What controls do you have in place to ensure timely removal of systems access which is no longer required for business purposes? | |
| User Access Restriction / Authorization | Describe the process for granting and approving access to UT data or hosted services. | |
| User Access Revocation | Describe the process for timely de-provisioning, revocation or modification of user access to the UT data or hosted services upon any change in status of employees, contractors, customers, business partners, or third parties? | |
| User Access Reviews | Do you require at least annual certification of entitlements for all system users and administrators (exclusive of users maintained by your tenants)? | |
| | If users are found to have inappropriate entitlements, are all remediation and certification actions recorded? | |

| Cloud Security Questionnaire | | |
|---|--|-----------------|
| Control Group | Assessment Questions | Response |
| Training / Awareness | Do you provide annually a formal security awareness training program for cloud-related access and data management issues for all persons with access to UT data or hosted services? | |
| | Do you benchmark your security controls against industry standards? | |
| Segregation of Duties | How do you maintain segregation of duties within your cloud service offering? | |
| Encryption | Do you have the capability to allow creation of unique encryption keys per tenant? | |
| | Do you support tenant generated encryption keys or permit tenants to encrypt data to an identity without access to a public key certificate. (e.g. Identity based encryption)? | |
| | What encryption method and level of encryption is applied to UT's data at rest and does it meet FIPS 140-2? | |
| | For UT data in transport, what encryption level is applied and is the cryptographic module FIPS 140-2 certified. | |
| Encryption Key Management | Describe your key management procedures. | |
| Vulnerability / Patch Management | Describe your patch management process. | |
| Antivirus / Malicious Software | Do you have anti-malware programs installed on all systems which support UT hosted services and data? | |
| | How do you ensure that security threat detection systems which use signatures, lists, or behavioral patterns are updated across all infrastructure components which support UT's hosted services and data? | |
| Incident Management | Do you have a documented security incident response plan? | |
| | Do you have processes for handling and reporting of security incidents that include preparation, detection, analysis, containment, eradication, and recovery? | |
| | What steps are taken to ensure all employees are made aware of the incident reporting procedures? | |
| Incident Reporting | Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting? | |

| Cloud Security Questionnaire | | |
|--|---|-----------------|
| Control Group | Assessment Questions | Response |
| Network Monitoring | List the tools used to monitor network events, detect attacks, and provide identification of unauthorized use. | |
| Source Code Access Restriction | Describe the controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only. | |
| Utility Programs Access | How are utilities that can significantly manage virtualized partitions (ex. shutdown, clone, etc.) appropriately restricted and monitored? | |
| Release Management | | |
| Production Changes | Do you have documented change management procedures? | |
| Quality Testing | Do you provide your tenants with documentation which describes your quality assurance process? | |
| Outsourced Development | Do you have controls in place to ensure that standards of quality are being met for all software development? | |
| | Do you have controls in place to detect source code security defects for any outsourced software development activities? | |
| Unauthorized Software Installations | What controls do you have in place to restrict and monitor the installation of unauthorized software onto your systems? | |
| Resiliency | | |
| Business Continuity Testing | Are policy, process, and procedures defining business continuity and disaster recovery in place to minimize the impact of a realized risk event? | |
| | Are business continuity plans subject to test at planned intervals or upon significant organizational or environmental changes to ensure continuing effectiveness? | |
| Equipment Power Failures | How are Security mechanisms and redundancies implemented to protect equipment from utility service outages (e.g., power failures, network disruptions, etc.)? | |

| Cloud Security Questionnaire | | |
|---|---|-----------------|
| Control Group | Assessment Questions | Response |
| Security Architecture | | |
| Customer Access Requirements | Are all identified security, contractual, and regulatory requirements for customer access contractually addressed and remediated prior to granting customers access to data, assets, and information systems? | |
| User ID Credentials | Do you support use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service? | |
| Password | Describe password requirements | |
| Application Security | Do you utilize an automated source-code analysis tool to detect code security defects prior to production? | |
| Data Integrity | Are data input and output integrity routines (i.e., reconciliation and edit checks) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data? | |
| Remote User Multifactor Authentication | Describe multi-factor authentication method required for all remote user access. | |
| Segmentation | Are system and network environments logically separated to ensure protection and isolation of sensitive data? | |
| Wireless Security | Are policies and procedures established and mechanisms implemented to protect network environment perimeter and configured to restrict unauthorized traffic? | |
| | Are policies and procedures established and mechanisms implemented to ensure proper security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings? (e.g., encryption keys, passwords, SNMP community strings, etc.) | |
| | Are policies and procedures established and mechanisms implemented to protect network environments and detect the presence of unauthorized (rogue) network devices for a timely disconnect from the network? | |
| Clock Synchronization | Do you utilize a synchronized time-service protocol (ex. NTP) to ensure all systems have a common time reference? | |
| Audit Logging / Intrusion Detection | What file integrity controls and network intrusion detection (IDS) tools are deployed to help facilitate timely detection, investigation by root cause analysis, and response to incidents? | |
| | Is Physical and logical user access to audit logs restricted to authorized personnel? | |

| Cloud Security Questionnaire | | |
|---|---|-----------------|
| Control Group | Assessment Questions | Response |
| Risk Management | | |
| Program | Is your organization insured by a 3rd party for losses? | |
| | Do your organization's service level agreements provide tenant remuneration for losses they may incur due to outages or losses experienced within your infrastructure? | |
| Assessments | Are formal risk assessments aligned with the enterprise-wide framework and performed at least annually, or at planned intervals, determining the likelihood and impact of all identified risks, using qualitative and quantitative methods? | |
| | Is the likelihood and impact associated with inherent and residual risk determined independently, considering all risk categories (e.g., audit results, threat and vulnerability analysis, and regulatory compliance)? | |
| Mitigation / Acceptance | Are risks mitigated to acceptable levels based on company-established criteria in accordance with reasonable resolution time frames? | |
| | Is remediation conducted at acceptable levels based on company-established criteria in accordance with reasonable time frames? | |
| Business / Policy Change Impacts | Do risk assessment results include updates to security policies, procedures, standards, and controls to ensure they remain relevant and effective? | |
| Third Party Access | Do you provide multi-failure disaster recovery capability? | |
| | Do you monitor service continuity with upstream providers in the event of provider failure? | |
| | Do you have more than one provider for each service you depend on? | |
| | Do you provide access to operational redundancy and continuity summaries which include the services on which you depend? | |
| | Do you provide the tenant the ability to declare a disaster? | |
| | Do you provided a tenant triggered failover option? | |
| | Do you share your business continuity and redundancy plans with your tenants? | |

APPENDIX SEVEN

CERTIFICATE OF INTERESTED PARTIES (Texas Ethics Commission Form 1295)

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

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

PROPOSER'S SURVEY**1.0 Company Profile**

- 1.1 Provide your company's main address, web address, and telephone number.
- 1.2 Provide your company's FEIN.
- 1.3 Provide your company's DUNS number.
- 1.4. Please provide your company's main contact for this RFP, including telephone number and email address.
- 1.4 What is your company's legal structure (e.g., corporation, partnership, etc.)?
- 1.5 What is your company's ownership structure? Is your company part of a consolidated group of companies? If so, how long has your company been part of the consolidated group? What proportion of total revenues does your company contribute to the consolidated group?
- 1.6 Please provide any details of all past or pending litigation or claims filed against your company that could affect your company's performance under an Agreement with UT System.
- 1.7 Within the past three years, have there been any significant developments in your organization, such as changes in ownership, restructuring, or personnel reorganizations? Do you foresee any future significant changes in your organization? If yes, please describe. Also, have you engaged in discussions with any party about their possible acquisition of your company or its assets? If so, please describe.
- 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 Please provide details of all instances within the past three (3) years you were cited as noncompliant during a regularity and/or audit review and provide the status of resolution/closure.
- 1.11 Is your company a State of Texas HUB firm and/or a Small Business (as defined by the U.S. Small Business Administration)? If so, please list all HUB/Small Business categories your company is qualified under.
- 1.12 Provide a listing of three (3) customers for which you have provided software and services of a similar type described in this RFP. Your customer reference list should include the company name; contact person including telephone number; general description of project and annual volume of services you provided (in \$); and the period of time for which work was performed.
- 1.13 List all new customer accounts for such software and services that your company has established within last 12 months. Your customer reference list should include the company name; contact person including telephone number; and scope of services.
- 1.14 If you did not provide your DUNS number as requested in response to Q.1.3 above, please provide two financial references (one trade reference and one financial institution/bank reference). List should include company name, mailing address, telephone number, FAX number, contact person and length of financial relationship.

- 1.15 If requested, please indicate your company's agreement to provide the company's audited financial statement for the last two (2) years.
- 1.16 Please provide the percentage of your company's total revenue that is generated by the sale of software and services similar to that sought in this RFP

2.0 SOW / Functionality

- 2.1 Please use this question to indicate whether or not your company's proposed solution meets each of the functionality requirements listed in the Scope of Work (section 5.4) included in the main body of the RFP.

3.0 Staffing and Subcontractors

- 3.1 Provide the name, title, office location, and brief resume of the individual who would assume overall responsibility for the work to be performed for UT System. Include a brief description of their unique qualifications as it pertains to this project.
- 3.2 Provide a project-staffing plan that identifies the proposed "key" staff members who will be assigned to this account. Your response must include their resumes, their number of work hours per week (i.e., 40 work hours / week), their unique qualification as it pertains to this project, define their role in the delivery of the services, state how many other projects each key personnel would be assigned to, and which personnel would have this as their only project.
- 3.3 Partners, Affiliates, and Subcontractors
- List any partners or affiliates that would be part of delivering the services and describe the nature of your relationship with this entity. Identify the projects on which you are currently utilizing these partners or affiliates or have utilized them within the past two (2) years. Your response must also indicate the location from which each of the partners or affiliates you listed provides their services.
 - Describe what opportunities you foresee to utilize subcontractors to perform portions of the work contemplated under this RFP.
 - Describe your company's process for the selection of subcontractors and your process for evaluating subcontractors' performance.
 - Identify the subcontractor resources outside of your company that you typically engage to assist in performing the services contemplated under this RFP and the role they play in performing the services. Identify the projects on which you are currently utilizing these subcontractors or have utilized them within the past two (2) years. Your response must also indicate the location from which each of the subcontractors you listed provides their services.

4.0 Experience and Capabilities

- 4.1 Describe in detail your expertise and experience in providing software and services of the type described in this RFP. For how many years? What size institution(s)?
- 4.2 Does your company possess all trade, professional, or business licenses as may be required by the work contemplated by this RFP?
- 4.3 What relevant certifications does your company maintain?

- 4.4 How many employees do you have dedicated to your software and services business (not including consultants)?
- 4.5 How many clients do you have that are in production and for how long?
- 4.6 Does your company have documentation describing the return on investment of the proposed solution? What information would we need to provide in order to establish a current state benchmark that could then be compared to the results of implementing your solution? How often would this be reviewed?

5.0 Reporting

- 5.1 Describe the standard management tools and reports that are included and available “out of the box” with your company’s proposed solution. Include information on exports, dashboards, etc. in your response.
- 5.2 Are the reports available real-time via an Internet website or portal?
- 5.3 Please describe any other reporting capabilities (standard or custom) that are available, but were not mentioned in your response to the previous question above. In your response, please include any cost structure or fees that would be associated with custom reporting.
- 5.4 Does the software provide the ability to export data to MS Office applications?
- 5.5 Does your company currently provide custom reporting capabilities? Please explain.
- 5.6 Does the system provide the ability to restrict access to reports by employee role?
- 5.7 Are there any additional fees or costs associated with your company’s reports?

6.0 Project Approach and Implementation Plan

- 6.1 Describe your project approach and best service delivery model to provide the solution described in this RFP. Describe how your approach and service delivery model would meet UT System’s objectives as described in this RFP.
- 6.2 Provide a high-level implementation plan identifying the key tasks, milestones, and outcomes commencing date of contract award through the initial twelve (12) months of the contract term. Your response should highlight both your and UT System’s responsibilities and resources required during each phase. Include samples of any surveys or questionnaires used to collect information or describe how business requirement information is collected. Indicate SMEs required to be included in the project team to ensure project success. Implementation plan should indicate how multiple institutions could be undertaken simultaneously, with adequate project management coordination. Include test plan design and coordination, including documentation of issues and their resolution. Describe your change request process for the implementation phase.
- 6.3 Describe the communication models used by your company to keep project personnel and internal Institutional Participants informed during implementation. How would your models support consistent communications across a multi-institution deployment?
- 6.4 Describe the greatest implementation risks and your mitigation strategy.
- 6.5 Are there any best practices that early adopters of your solution have employed to achieve maximum benefit in their operations?

7.0 Training

- 7.1 Which of the following types of training does your company offer: Onsite at customer's facility, classroom based at a remote location, web-based? Please provide details of each type of training that is offered. Is there a cost for training? If so, please include the associated price schedule that would be available to UT System for each type of training? Is training available post-production?

8.0 Support and Maintenance

- 8.1 What are your organization's customer support hours (e.g., 24/7/365, etc.)?
- 8.2 Where is your customer support center located?
- 8.3 Does the solution include an online help function/feature within the application?
- 8.4 How often is your product updated? How are updates deployed? Any fee for updates?
- 8.5 Is downtime required for updates? If yes, please provide average downtime.
- 8.6 Describe your disaster recovery plans.
- 8.7 How are customer requests for enhancements handled?
- 8.8 Describe your flexibility in customizing base product for institution specific rules and alerts. Are there opportunities for individual institutions to customize the tool and/or add-on modules once your software is installed?
- 8.9 Provide your proposed service level agreement which should include service level management, help desk, communication, monitoring, reaction levels, severity or priority levels with initial response time and ultimate resolution time for each level, performance thresholds and monitoring, change management, disaster recovery, penalties, and reporting. In your response, please ensure that Level 1, Level 2, and Level 3 severity/priority levels are clearly defined.
- 8.10 Do you have a support issue/ticket tracking system that allows customers to open incidents via multiple methods (e.g., phone, email, web portal, etc.)?
- 8.11 Do you have an active user group to leverage feedback from current customers?
- 8.12 Will our account have a dedicated support lead who advocates for us, manages support, and acts as a triage mechanism?
- 8.13 Will our account have a dedicated technical contact who is a Subject matter Expert (SME) that can answer system and application specific questions whenever needed?
- 8.14 Describe your change and quality control processes for software updates/rollouts - including customer notice procedures.
- 8.15 Will your company assign a senior account manager to manage the overall contractual relationship with the Alliance?
- 8.16 Please describe how your company would facilitate account management and project management across multiple institutions? Specifically, would your company assign individual managers to each participating institution or would there be one manager for UT System that is shared by all institutions?

- 8.17 Please provide a copy of your standard software licensing / service terms. These standard software licensing / service terms will be reviewed, modified as necessary, and incorporated into the successful Proposer's final contract.
- 8.18 Is there a limit to the number of authorized users (total and concurrent) that the Proposer's solution can support?

9.0 Competitive Advantage

- 9.1 Projects of this type usually have challenges and/or difficulties along the way. Identify the challenges and/or difficulties you typically have encountered in providing similar services. What suggestions do you have for UT System to avoid or better position itself to manage these challenges?
- 9.2 Briefly describe your company's advantage over competitors in the marketplace or special benefits in UT System selecting your company that are not otherwise disclosed in your RFP response.
- 9.3 Please list any industry recognitions and/or rankings your company received during the past three (3) years as a provider of services of the type described in this RFP.
- 9.4 Please indicate any additional "value added" services or programs not otherwise asked or disclosed herein that should be considered during the RFP response evaluation process.

10.0 Hosting Services

- 10.1 Would the proposed software solution be UT hosted or Proposer Hosted? Please describe (i.e., ASP, SaaS, etc.)?
- 10.2 If solution is to be UT hosted, please describe and attach a diagram of your application architecture. Include sufficient technical information about all of the hardware and software components that UT must purchase/provide, as well as a description of any maintenance and support activities that UT would be expected to perform.
- 10.3 If solution is to be Proposer hosted, please provide detailed information about your hosting services environment. Specifically address the following items:
- 10.3.1 Do you operate your own data centers or do you outsource? Do you acquire co-location space from a third party for the data center? If you outsource or acquire co-location space from a third party, describe this relationship, including the identity of the third party and where they are located.
- 10.3.2 Describe the practices and services available within your data center to prevent unscheduled down time, including system redundancy, power backup, network redundancy, environmental controls, security, etc.
- 10.3.3 How does your hosting infrastructure solution accommodate temporary surges in users or transaction volume, to meet expected or unexpected additional peak periods of volume through the year? Please describe how you have done this for current customer demands.

RFP UTS/A64
Integrated Outbound Shipping Management Solution
Attachment A - Price Schedule

Instructions:

1. Proposer will use the tab below titled "Cost Proposal" to describe in detail its proposed pricing structure per section 5.4.7.1 of the RFP.
2. The price proposal must detail all fees associated with domestic, international, hazard domestic, and hazard international shipments. Where transactional fees apply, Proposer should provide detail of how the proposed fee is applied (e.g., per shipping label) to the transaction.
3. Proposer must also identify any fees associated with accessing and/or implementing the proposed Solution. Proposer must include an unbundled breakdown depicting all of the cost elements applicable to acquiring, implementing, and supporting the Solution. The breakdown must be very specific and include all elements that would be needed to facilitate pricing the Solution.
4. For any related services, Proposer must list the services and pricing options with costs, including all required travel costs. This would include, where applicable, maintenance and support, software hosting, software installation, interface design, technical support, and training.



RFP Submittal Deadline: **December 13, 2017 at 3:00 PM CST (Houston, TX Time)**

Page 1 of 1

Addendum Issue Date: **November 8, 2017**

ADDENDUM 1
REQUEST FOR PROPOSAL
UTS/A64
INTEGRATED OUTBOUND
SHIPPING MANAGEMENT
SOLUTION

DIRECT QUESTIONS TO: Lequida Pearson via the SciQuest System

ACKNOWLEDGEMENT OF THIS ADDENDUM 1 IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A64** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

The Pre-proposal Conference Meeting has been scheduled from **10:00 AM to 11:00 AM on November 15, 2017**.

In-person

7007 Bertner Ave., Houston, Texas 77030
Conf. Room: 1MC3.2434

There is a parking garage attached to the building. Be sure to arrive early it can take a few minutes to find a space. There is a breezeway from the 5th floor of the garage to 3rd floor of the building. This is the floor that the conference room is located on. There is an information desk as you come into the building from the breezeway. They can direct you to the conference room.

Webinar

Webinar link: <https://attendee.gotowebinar.com/register/8926236003101068545>
Conf. Line: 877-226-9790
Passcode: 7277429

All Proposers are strongly encouraged to have at least one representative (no more than two) attend the pre-proposal webinar / conference call scheduled for **November 15, 2017 at 10:00 AM CST (Houston, TX time)**. UT representatives will be available to answer questions pertaining to this RFP, explain HUB proposal requirements, and answer any questions that Proposers might have. The number one reason that proposals are disqualified is noncompliance with the HUB requirements associated with proposal submission.

All other terms, conditions and requirements set forth in RFP UTS/A64 remain unchanged and in effect.

END OF ADDENDUM 1



RFP Submittal Deadline: **December 13, 2017 at 3:00 PM CST (Houston, TX Time)**

Page 1 of 1

Addendum Issue Date: **November 15, 2017**

ADDENDUM 2
REQUEST FOR PROPOSAL
UTS/A64
INTEGRATED OUTBOUND
SHIPPING MANAGEMENT
SOLUTION

DIRECT QUESTIONS TO: Lequida Pearson via the Jaggaer (SciQuest) System

ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A64** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

Pre-proposal webinar / conference call slides.

Item Two:

Pre-proposal webinar / in-person attendees sign-in sheet and conference call attendee report.

Item Three:

Pre-proposal webinar / conference call Q&A results:

Q: In the RFP, there is a section that refers to a requirement to pay an “administrative fee.” Can you explain the purpose of the “administrative fee?”

A: Yes, the Alliance initiative has a business model similar to that of a traditional Group Purchasing Organization (GPO). Administrative fees are used to defray the costs incurred by the Alliance, as UT System’s own, in-house group purchasing organization, in organizing, implementing, sustaining and optimizing group procurements for UT System institutions. The administrative fee requirement for this RFP is one-half of one percent (0.5%) of the Total Net Sales made under the agreement.

All other terms, conditions and requirements set forth in RFP UTS/A64 remain unchanged and in effect.

END OF ADDENDUM 2



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

RFP UTS/A64 Integrated Outbound Shipping Management Solution Pre-Proposal Conference

Teleconference #: 877-226-9790

Participant Code: 7277429#

November 15, 2017 10:00 AM

Agenda

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

ALLIANCE OVERVIEW



Alliance Facts

- Established by UT System in 2007
- Focused on Academic Health and Higher Education Institutions
 - ✓ 14 UT Members – 6 Health, 8 Academic
 - ✓ >30 Affiliates – including several multi-campus university systems
- Historically Underutilized Businesses
 - ✓ >25% of Alliance contract spend
- Combined Spend to Market
 - ✓ >\$1B Supplies & Services



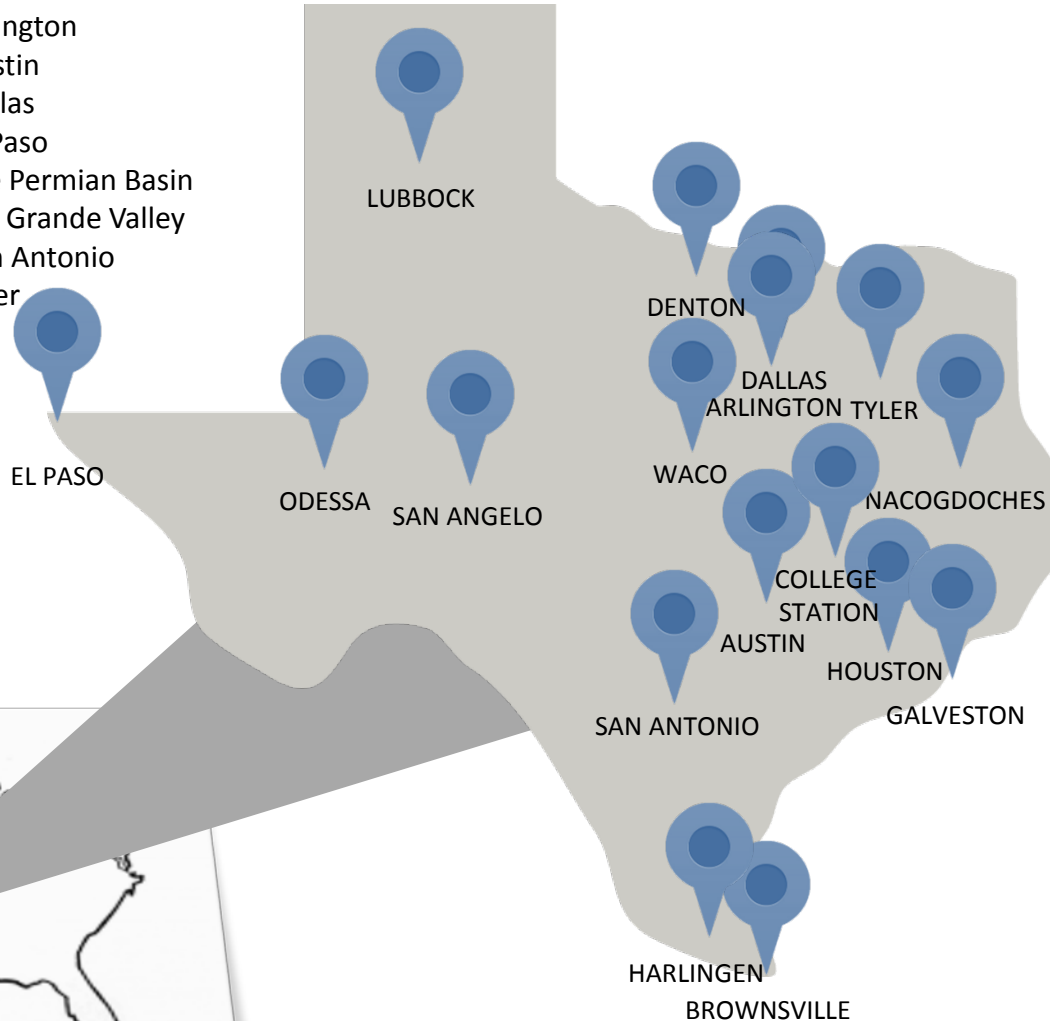
You can view the Supply Chain Alliance video online on our YouTube Channel:
<https://www.youtube.com/watch?v=klep1pw5u1E&feature=youtu.be>



The UT System Supply Chain Alliance

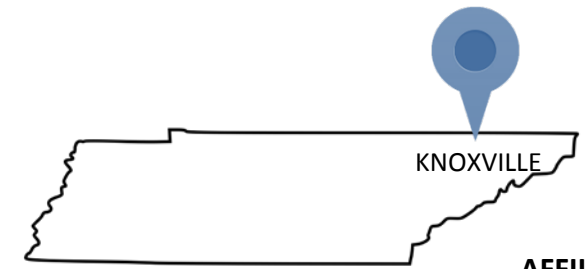
ACADEMIC

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



HEALTH

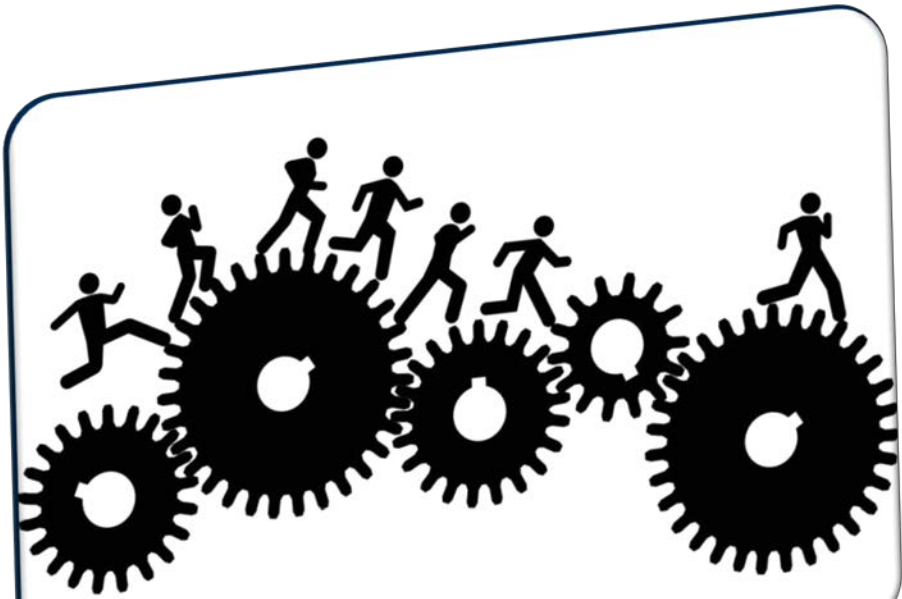
The University of Texas Southwestern Medical Center at Dallas
The University of Texas Medical Branch at Galveston
The University of Texas Health Science Center at Houston
The University of Texas Health Science Center at San Antonio
The University of Texas MD Anderson Cancer Center
The University of Texas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



AFFILIATES

Baylor College of Medicine
Children's Medical Center
University of North Texas System
Rice University
Stephen F. Austin
Texas A&M University System
Texas Tech University
Tyler Junior College
Baylor University
University of Tennessee
Texas State Technical College (System)
Houston Community College

UTSSCA Key Successes



**FY17 marks the
10th year of
operations for the
Alliance**

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

**The Alliance
contracts create a
potential savings
opportunity of
over \$175M**

Uniqueness of Alliance Contracts

Commitment to deliver spend to Preferred Suppliers

Institutional accountability for non-compliant spend

Marketing and promotion of Preferred Suppliers

Strategic Services Group (SSG) – Advocates for both Institutions and Preferred Suppliers

Lower cost structure for Preferred Supplier to do business



RFP OVERVIEW



Objective

UT System, acting through the Alliance, is soliciting proposals in response to this RFP for selection of a Preferred Supplier to provide an integrated outbound shipping management solution, including related services. The successful Proposer(s) to whom business may be awarded is referred to in this RFP as the “**Preferred Supplier.**”

- Provide a comprehensive and guaranteed pricing structure
- Leverage the aggregate purchasing volumes of Institutional Participants
- Achieve cost savings for Institutional Participants
- Improve overall customer satisfaction
- Enhance relationships between supplier and institutions
- Strong implementation support and training
- Supplier dedicated to communicating and sharing best practices, customizing the solution to meet UT System’s needs, and ongoing product improvement

Scope of Opportunity

At present, some UT System institutions are using an integrated outbound shipping management solution to manage their outbound shipments, while others continue to manage their outbound freight with the carriers directly. Outbound shipments include anything that might need to be shipped via carrier from one of the UT System institutions, and may involve domestic, international, and hazmat shipments, and everything from paper documents to hazardous material (items are shipped via FedEx, UPS, DHL. etc.).

- Based on historical transaction data from those UT System institutions currently using an integrated outbound shipping management solution, the estimated number of outbound shipping transactions processed is approximately 211,000 annually. This estimate does not include outbound shipping transactions involving UT System institutions that currently manage their shipments directly with the carrier, which if included would presumably increase the estimate of shipping transactions to which this RFP relates. This is only an estimate of possible future volume.
- Since the Alliance intends to promote the use of the selected Preferred Supplier to affiliated institutions, which include other non-UT System institutions of higher education within the State of Texas, annual volumes could be higher than the above estimate.

Key Dates

| Date | Time | Event |
|----------------------------|-----------|---|
| 11/08/2017 | 12:00 pm* | Issue RFP Documents |
| 11/15/2017 | 10:00 am* | Pre-Proposal Meeting |
| 11/27/2017 | 5:00 pm* | <u>Deadline</u> to Submit Questions for clarification to RFP requirements - Section 2.2 of this RFP |
| 12/01/2017 | 2:00 pm* | <u>Deadline</u> for preliminary review of HUB plan |
| 12/13/2017 | 3:00 pm* | Proposal Submittal <u>Deadline</u> |
| December 2017/January 2018 | | Selection of Finalists |
| January 2018 | | Finalists Interviews and Negotiations |
| February 2018 | | Anticipated Contract Award |
| * Houston, TX Time | | |

RFP Document Sections

Section 1

Introduction

- Description of UT
- Objective
- Background

Section 2

Notice to Proposer

- Timeline
- Contact Details

Section 3

Submission of Proposal

- Submittal Checklist

Section 4

General Terms & Conditions

Section 5

Specifications, Additional Questions, & Scope of Work

- Exceptions Uploaded in Jaggaer (*formerly SciQuest*)

Section 6

Pricing Schedule & Affirmation

- Download & Return Signed Affirmation

RFP Appendices

- Appendix 1 Proposal Requirements
- Appendix 2 UT System Policy on HUBs
- Appendix 3 Sample Preferred Supplier Agreement
- Appendix 4 Access by Individuals with Disabilities
- Appendix 5 Electronic and Information Resource (EIR) Specifications
- Appendix 6 Security Characteristics and Functionality Resources
- Appendix 7 Certificate of Interested Parties

Proposer's Survey

- Download the document and provide answers to each of the questions
- Upload the completed document
- Any additional attachments not required, but pertinent, can be attached as a separate file
 - Jaggaer (formerly SciQuest) will only allow one document to be uploaded. If there are multiple documents to upload, you must use a ZIP file

Attachment A – Price Schedule

- Download the document and read the instructions
- Use the Attachment A Excel file to communicate your pricing model
- Upload the completed document

Additional Attachments

- Click on the attached file, download and/or print
- Read the document and acknowledge
- This section is where any pertinent information added to the RFP will be found. All vendors should receive notification if/when additional attachments have been posted to the RFP.

HUB OVERVIEW



Historically Underutilized Business (HUB) Overview

What is a "Historically Underutilized Business"...

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

Completing the HUB Sub-Contracting Plan (HSP)

- UT System Policy #137 requires a “good-faith effort” to include minority and woman-owned businesses in all of our procurement opportunities.
- All firms or individuals, both HUB and non-HUB, in-state or out-of-state, who propose on UT System opportunities, valued over \$100,000 are required to submit a HUB Subcontracting Plan with their RFP.
- Responses that do not include an HSP will be rejected as a material failure to comply with advertised specifications in accordance with the request for proposal.
- HUB Goal for this RFP is 26%

HSP Option 1: Subcontracting, all HUB vendors

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

SEC 1.

- Respondent and Requisition Information

SEC 2.

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

SEC 3.

- Not applicable

SEC 4.

- Affirmation (*Signature Required*)

Attach &
Upload

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

HSP Option 2: Subcontracting, HUB & Non-HUB

Meets or Exceeds the HUB Goal

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

SEC 1.

- Respondent and Requisition Information

SEC 2.

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

SEC 3.

- Not Applicable

SEC 4.

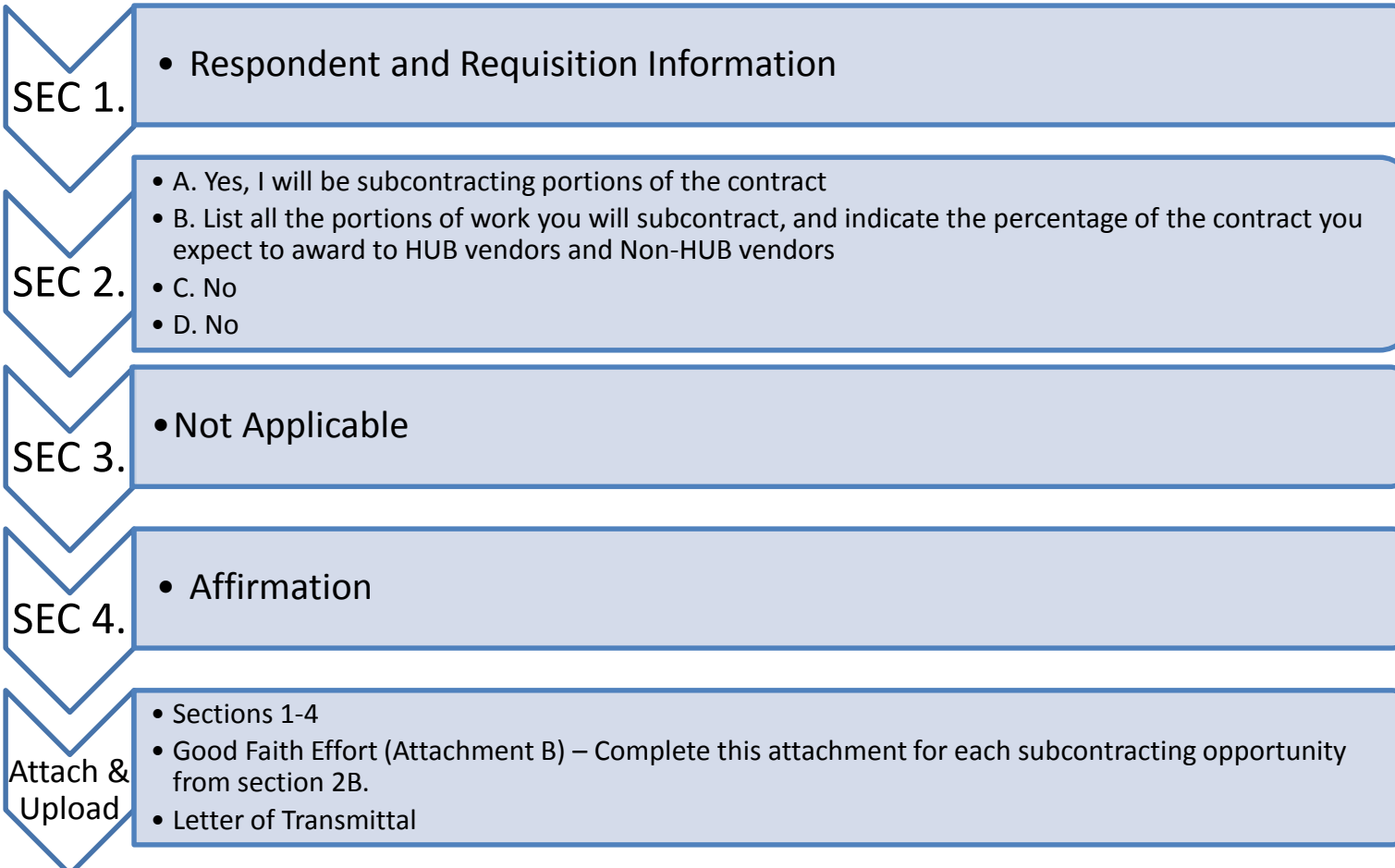
- Affirmation (*Signature Required*)

Attach &
Upload

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

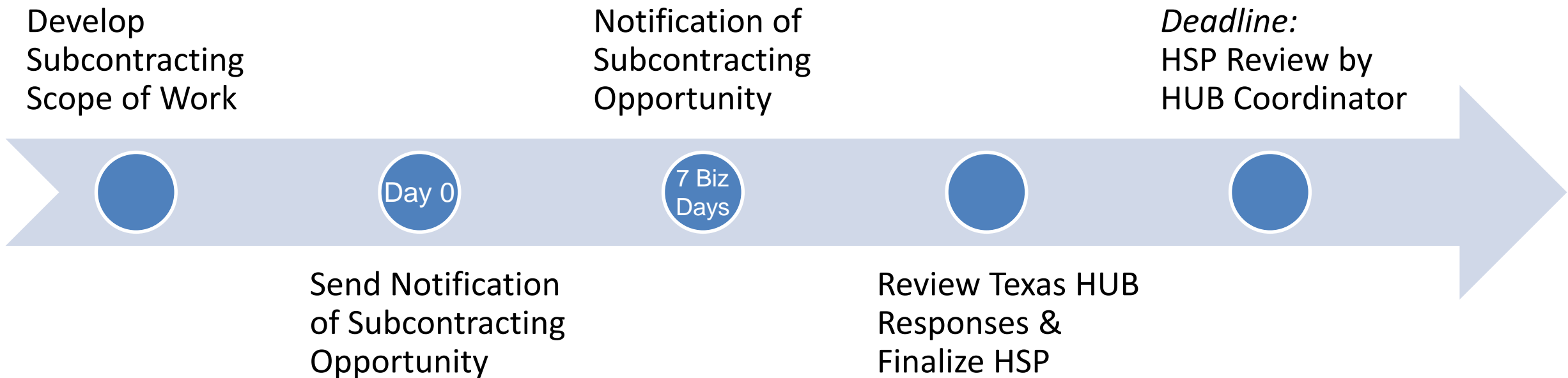
HSP Option 3: Subcontracting, HUB & Non-HUB

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



HSP Option 3: Subcontracting, HUB & Non-HUB

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



Texas Minority & Women Organization Links:

<http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

HSP Option 4: Self-Performing

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

SEC 1.

- Respondent and Requisition Information

SEC 2.

- A. No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.

SEC 3.

- Self Performance Justification

SEC 4.

- Affirmation

Attach &
Upload

- Sections 1-4
- Letter of HUB Commitment

Required HUB Documents for Proposal Submission

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

HSP FAQ's

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

Before Proposal Submission



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

***BEFORE December 01, 2017 2:00pm**

UT System HUB Program Contact Details

Cynthia Booker

UT System Administration
Office of HUB Development

Office: 409-772-1353

cbooker@utsystem.edu

For a preliminary review of your HUB Plan, you must submit by **December 01, 2017 2:00 pm CDT/CST**

HSP *MUST* be submitted with your proposal response.

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

MD Anderson Supplier Portal

Jaggaer (formerly SciQuest) Sourcing Director

The screenshot shows the MD Anderson Supplier Management Portal login page. The header includes 'THE UNIVERSITY OF TEXAS MD Anderson Cancer Center' and 'SUPPLIER MANAGEMENT PORTAL'. The main content area is titled 'Secure Account Login' and contains a message: 'Please login to view the sourcing event.' Below this is a login form with 'Email' and 'Password' fields, a 'Login' button, and a 'Trouble logging in?' link. A 'Create Account' button is also present. Two blue callout boxes provide instructions: one points to the login form and the other to the 'Create Account' button. The footer contains contact information for the MD Anderson Supply Chain Management Help Desk and the 'powered by sciQuest' logo.

For registered supplier, click Supplier Portal Login

If you are a new supplier, click to register.

THE UNIVERSITY OF TEXAS
MD Anderson
Cancer Center
Making Cancer History[®]

SUPPLIER MANAGEMENT PORTAL

Secure Account Login

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

Please login to view the sourcing event.

Email

Password

Login [Trouble logging in?](#)

To create a new account please click the button below.

Create Account

Please contact MD Anderson Supply Chain Management Help Desk at SupplyChainHelpdesk@mdanderson.org or +1 (713) 745-7997 for assistance.

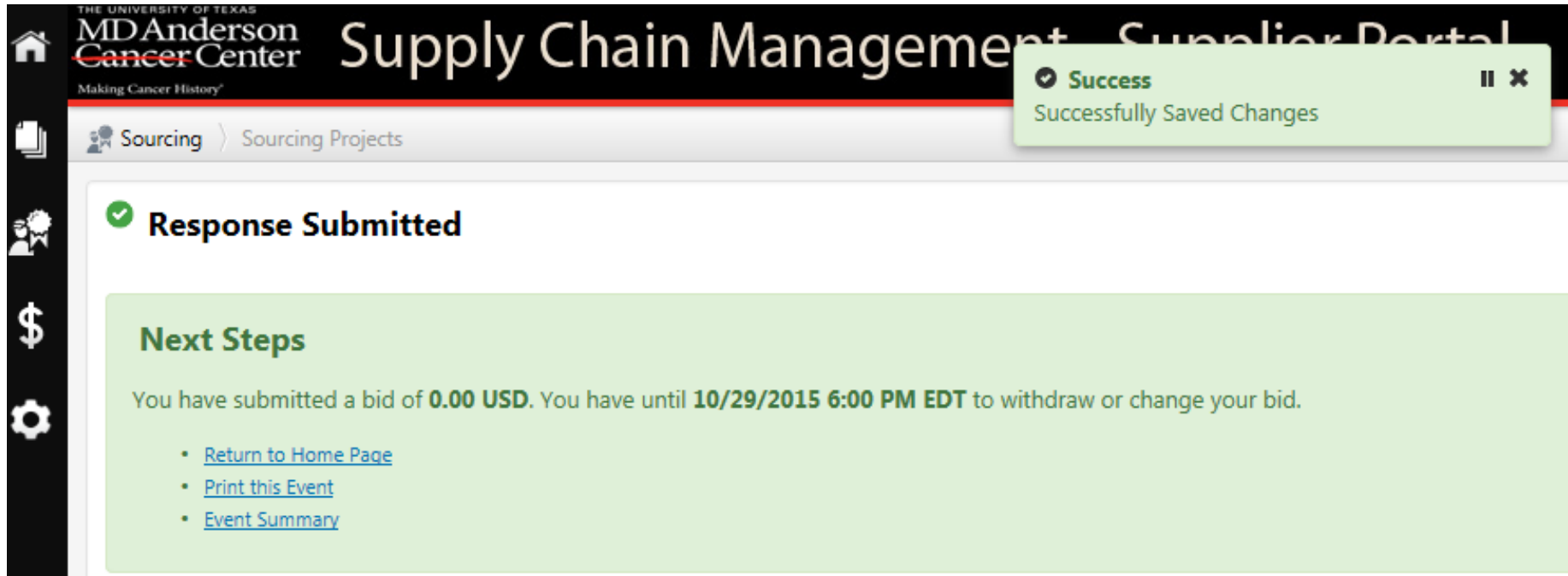
powered by
sciQuest.

Jaggaer (SciQuest) Tips

- Upload Files
 - Jaggaer will only allow one attachment to be uploaded per question - if there are multiple attachments to be uploaded on a single question, you must use a ZIP file
- Answering questions
 - Review and Submit
 - Green **check** mark

Successful Bid Submission

- Once the bid response has been submitted, a successful submission will look like this:



The screenshot displays the MD Anderson Cancer Center Supply Chain Management Supplier Portal. The header includes the MD Anderson Cancer Center logo and the text "Supply Chain Management - Supplier Portal". A navigation bar shows "Sourcing" and "Sourcing Projects". A green success message box in the top right corner reads "Success Successfully Saved Changes". The main content area features a green checkmark icon and the heading "Response Submitted". Below this, a green box titled "Next Steps" contains the text: "You have submitted a bid of 0.00 USD. You have until 10/29/2015 6:00 PM EDT to withdraw or change your bid." Three links are listed: "Return to Home Page", "Print this Event", and "Event Summary". A vertical sidebar on the left contains icons for home, documents, a gear, a dollar sign, and a gear.

Response Submitted

Next Steps

You have submitted a bid of **0.00 USD**. You have until **10/29/2015 6:00 PM EDT** to withdraw or change your bid.

- [Return to Home Page](#)
- [Print this Event](#)
- [Event Summary](#)

Key Reminders

- All questions need to be submitted in Jaggaer by November 27, 2017 at 5:00 PM CDT/CST.
- Addendums will be published in Jaggaer. Addendums will include:
 - Pre-proposal Conference PowerPoint
 - List of attendees from Pre-Proposal Conference
 - Questions from suppliers & answers from UT System
 - Additional questions or information communicated about the RFP
- Complete Your HUB Subcontracting Plan (HSP)
- Complete & Sign The Execution Of Offer and all items in the Submittal Checklist
- Deadline for RFP submittal is December 13, 2017 at 3:00PM CDT.

Sourcing Event Contacts

RFP Contacts

Lequida Pearson
Sourcing Specialist

Phone: 713-792-7929

E-mail: lfpearson@mdanderson.org

Jason Stanford
Associate Director

Phone: 713-563-1021

E-mail: jpstanford@mdanderson.org

Cynthia Booker
UT System HUB Office

Phone: 409-772-1353

E-mail: cbooker@utsystem.edu

UTMDACC Jaggaer Support

Help Desk

Phone: 713-745-7997

E-mail: SupplyChainHelpdesk@mdanderson.org

RFP Q&A



Thank you for your participation!

PRE PROPOSAL MEETING

Project Name: Integrated Outbound Shipping Management Solution
 RFP Number: UTS/A64



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

Date: November 15, 2017
 Time: 10:00am - 11:00am
 Location: Mid Campus Building - 7007 Bertner Ave., Houston, TX 77030, Conference Room # 1MC3.2434

| ATTENDEE NAME | COMPLETE COMPANY NAME | TELEPHONE NO. | EMAIL ADDRESS |
|------------------|-----------------------|---------------|--------------------------|
| 1 Saini Vasna | Shiba Ltd | 592-518-1995 | Srasna @ shibaltd.com |
| 2 Cynthia Booker | UTSystem HUB | 409-772-1355 | cbooker@utsystem.edu |
| 3 Steve Saunders | U.T. MDAAnderson | 713-1745-8317 | SSAUNDERS@MDANDERSON.ORG |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

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.



RFP Submittal Deadline: **December 13, 2017 at 3:00 PM CST (Houston, TX Time)**

Page 1 of 1

Addendum Issue Date: **December 12, 2017**

ADDENDUM 3
REQUEST FOR PROPOSAL
UTS/A64
INTEGRATED OUTBOUND
SHIPPING MANAGEMENT
SOLUTION

DIRECT QUESTIONS TO: Lequida Pearson via the Jaggaer (SciQuest) System

ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ACCORDANCE WITH **SECTION 1.2 OF APPENDIX ONE**, TO THE RFP. THIS RFP ADDENDUM IS A FURTHERANCE OF RFP **UTS/A64** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

- Deadline for RFP submittal is **December 13, 2017 at 3:00PM CDT.**
- Complete and Submit Your HUB Subcontracting Plan (HSP)
- Complete & Sign The Execution Of Offer and all items in the Submittal Checklist

All other terms, conditions and requirements set forth in RFP UTS/A64 remain unchanged and in effect.

END OF ADDENDUM 3