

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 \$20.1 billion, UT System has a current student enrollment exceeding 230,000. 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 non-UT System institutions of higher education. Through collaborative relationships, the Alliance seeks to combine supply chain and contracting activities and obtain best value goods and services while reducing total acquisition costs. The Alliance has created a team of supply chain professionals (the “**Strategic Services Group**”) that has been tasked with executing Alliance purchasing initiatives. The Strategic Services Group assembles a team of subject matter experts (“**SMEs**”) from participating institutions to assist in developing each sourcing event and evaluating suppliers during the procurement process. SMEs are involved from the sourcing event’s inception and work with the Alliance and UT System to select the best value supplier(s). Any agreement resulting from this Request for Proposal (this “**RFP**”) will be extended and marketed to all UT System institutions. Various non-UT System institutions of higher education 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 institution of higher education affiliate (collectively, “**Institutional Participant**”) that wishes to participate in any contract entered into with Proposer.

1.2 Objective of this Request for Proposal

UT System, acting through the Alliance, is soliciting proposals in response to this RFP from qualified suppliers for services related to on-line and on-site auctioneer services involving surplus and salvage property, as more specifically described in **Section 5.4** (Scope of Work) of this RFP (collectively, the “**Services**”). The successful Proposer(s) to whom business may be awarded is referred to in this RFP as the “**Preferred Supplier**.”

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 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 and affiliates.

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 is to establish a comprehensive program that may include, but not be limited to:

- Providing a comprehensive and guaranteed service configuration and pricing structure;
- Leveraging the aggregate demand of Institutional Participants for auctioneer services;
- Achieving cost savings for Institutional Participants;
- Improving overall customer satisfaction; and
- Enhancing relationships between Preferred Supplier and Institutional Participants.

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

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 historically underutilized business 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 agreement unilaterally for another two-year period upon advance written notice to Preferred Supplier.

UT System estimates the aggregated total value of property that is subject to auction by UT System institutions is in excess of \$2 million annually, or \$10 million over the anticipated five-year duration of any agreement resulting from this RFP. This estimate is based upon existing contracts and historical data of institutions that may participate in any agreement resulting from this RFP, and is only an estimate of possible future volume. The intent of the Alliance is to market the selected Preferred Supplier to all affiliated institutions, which include various non-UT System institutions of higher education, so annual volumes could be higher than the above estimate.

THE ABOVE FIGURES ARE ESTIMATES ONLY. SERVICES UTILIZED 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 UTILIZE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY OF SERVICES, AND UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

UT System will accept proposals submitted in response to this RFP until **3:00 PM**, Houston Time, on **September 6, 2019** (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
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 **August 21, 2019**. 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 surplus and salvage property;
- 2.3.1.2 Ability of UT System to comply with laws regarding Historically Underutilized Businesses; and
- 2.3.1.3 Ability of UT System to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

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

2.4 Key Events Schedule

Issuance of RFP	August 8, 2019
Deadline for Indicating Interest in Attending Pre-Proposal Conference (ref. Section 2.6 of this RFP)	August 13, 2019, 3:00 PM Houston Time
Pre-Proposal Conference (ref. Section 2.6 of this RFP)	August 15, 2019 10:00 AM, Houston Time
Deadline for Questions/Concerns (ref. Section 2.2 of this RFP)	August 21, 2019 5:00 PM, Houston Time
Submittal Deadline (ref. Section 2.1 of this RFP)	September 06, 2019 3:00 PM, Houston Time
Selection of Finalists	September 2019
Finalists Interviews and Negotiations	September 2019
Anticipated Contract Award(s)	October 2019

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 Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Section 20.285, and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A HUB Subcontracting Plan ("**HSP**") is required as part of Proposer's proposal.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including the requirements set forth in Utilization of Historically Underutilized Businesses attached as **APPENDIX TWO** and incorporated herein for all purposes. Proposals that fail to do so will be considered*

non-responsive to this RFP in accordance with Section 2161.252, Texas Government Code.

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

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

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

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

- 2.5.5 UT System may offer Proposer the opportunity to seek an informal review of its draft HSP by the UT System Office of HUB Development. If so, details regarding this opportunity will be provided in the Pre-Proposal Conference (ref. **Section 2.6** 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 **August 15, 2019**, with Proposers attending a webinar broadcast via the Internet utilizing the “Go-to-Meeting” webinar conference service.

The Pre-Proposal Conference will allow all Proposers an opportunity to ask the Alliance, the Strategic Services Group, and UT System HUB representatives relevant questions and clarify provisions of this RFP. Proposer should notify the UT System Contact **by no later than 3:00 PM Houston Time, on August 13, 2019**, whether it will attend the Pre-Proposal Conference, by emailing the UT System Contact. UT System will provide complete details and instructions (including personal computer requirements).

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Electronic Submission Notice

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

3.2 Proposal Validity Period

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

3.3 Terms and Conditions

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

3.3.1.1 Specifications, Additional Questions and Scope of Work (ref. **Section 5** of this RFP);

3.3.1.2 General Terms and Conditions (ref. **Section 4** of this RFP);

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

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

3.4 Submittal Checklist

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

3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**).

3.4.2 Responses to questions and requests for information in the Specifications, Additional Questions and Scope of Work Section (ref. **Section 5** of this RFP).

- 3.4.3 Signed and Completed Pricing Affirmation (ref. **Section 6** of this RFP).
- 3.4.4 Signed and completed copy of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX TWO**).
- 3.4.5 Responses to Proposer's Survey (ref. **Section 5.5** of this RFP).
- 3.4.6 Proposer's Price Schedule (ref. **Section 5.6** of this RFP).

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 General Information regarding Structure of Transaction and Terms and Conditions

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

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

SECTION 5

SPECIFICATIONS, ADDITIONAL QUESTIONS AND SCOPE OF WORK

5.1 General

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

5.2 Minimum Requirements

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

- 5.2.1 Preferred Supplier must pay to the Alliance an administrative fee of 2% of the Total Net Sales made under the Agreement (ref. **Section 6.2** of this RFP). This fee will be payable quarterly, based on the Total Net Sales made by Preferred Supplier under the Agreement during the related quarter. “**Total Net Sales**” means total revenue received by Preferred Supplier for the Services provided to Institutional Participants, less credits, returns, taxes, unpaid invoices, and collections. 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**. 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

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

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

“UT System Contract Administrator” = the individual designated by UT System to be responsible for day-to-day management of the Preferred Supplier-UT System relationship and to serve as the Preferred Supplier’s primary contact for and on behalf of Institutional Participants on all matters relating to this Agreement.

- 5.4.2 General Description

Proposer should understand that this RFP provides a general description of the services 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 Services consistent with industry best practices and in accordance with all licensing, regulations, and professional standards. The following outlines key elements of the Services.

UT System acknowledges that each Proposer has an existing business model and may choose to supply services to Institutional Participants in a variety of ways that best suit the Proposer’s organization and market approach. Unless specifically noted by Proposer in its response to this RFP, all costs pertaining to the Services

to which this RFP relates will be considered to be included in the Proposer's pricing. Separate costs to be borne by Institutional Participants will be only those expressly identified by Proposer in its response.

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 implementation methods and schedules.

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 to the UT System Contract Administrator; (iii) identifying and fostering process improvements; (iv) serving as the liaison to engage resources with Preferred Supplier's organization to troubleshoot and resolve problems; (v) organizing Periodic Business Reviews ("PBRs"); monitoring Key Performance Indicators ("KPIs") and (vi) providing early warning notices of service performance and other concerns to Preferred Supplier's management team and the UT System Contract Administrator.

5.4.5 Preferred Supplier-Institutional Participant Account Support Team.

Each Institutional Participant will have different support needs. The following outlines the minimum account management support to be provided to each Institutional Participant by Preferred Supplier.

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

- Achieve understanding of Institutional Participant's business processes, rules, and requirements and operate within such processes, rules and requirements.
- Provide and manage personnel staffing to support initiatives.
- Identify opportunities in coordination with Institutional Participant and provide strategic direction.
- Provide support for issue resolution, product selling, conversion, and savings opportunities.
- Work with Institutional Participant on analysis and goal measurement for both Institutional Participant and Preferred Supplier.
- Help to identify and present opportunities and facilitate problem resolution with customers as required.
- Provide reports or analytic tools to assist Institutional Participants to recognize/prioritize savings opportunities, understand supply chain performance and better manage its operations.
- Assist with pricing validation and error correction.
- Provide training and support.

5.4.6 Auctioneer Services

Each Institutional Participant will have their own individual requests specific to their institution for auctioneering services which may include, but not limited to, staffing specifications, inventory processes and auction removal processes. The Preferred Supplier will be responsible for identifying and acknowledging those requests with each Institutional Participant.

The following outlines the key Services components to be furnished by Preferred Supplier. Preferred Supplier should define its in-house capability and capacity to perform each element of the Services. Preferred Supplier will be required to ensure compliance with UT System's Regents' Rule 80201 (<https://www.utsystem.edu/board-of-regents/rules/80201-disposal-u-t-surplus-property>) and related State of Texas laws, as applicable.

5.4.6.1 On-line Auction Services. Assist with the management of surplus and salvage asset sales through online auctions and the following actions:

- a) Prepare for the sale of surplus inventory by being lotted and photographed.
- b) Provide descriptions, images and any supplementary details of the surplus property (by lot) to the Institutional Participant within 48 hours of appraising inventory eligible for auction.
- c) Submit online auction terms and conditions, auction closing times and dates, inspection schedules, removal schedules, contact and other information that will appear on an online auction website(s) to the Institutional Participant for approval in advance of posting.
- d) Provide secure website(s) with ability to access services, provide technical assistance to online auction bidders, supervise overall progress of online auctions, and select highest bidder in each auction.
- e) Manage, advertise and take bids via an online auction website(s).

- f) Post online auctions for a designated timeframe set and approved by the Institutional Participant.
- g) Provide detailed auction reports to the Institutional Participant (ref. Section 5.4.6.3 of this RFP).
- h) Manage all invoice distribution and payment collections (to include applicable sales taxes) from each online transaction.
- i) Accept cash, checks, credit cards, money orders and wire transfers as forms of payment.
- j) Provide a final auction report to include detailed copies of paid invoices and auction proceeds (itemized inventory by lot, to include sale price and buyer number) to the Institutional Participant within ten (10) business days of collection.
- k) Turn in all sales tax collected to the State Comptroller.

5.4.6.2 Live Auction Services. Administer live auctions of Institutional Participant's surplus and salvage property as needed, by the following actions:

- a) Arrange all logistics and set-up for all live auctions. Logistics and set-up will include, but are not limited to clerks, cashiers, loaders, movers, security, audiovisual equipment, portable toilets, and any additional equipment necessary to conduct the auction. The timetable for logistics and set-up will be arranged between the Preferred Supplier and the Institutional Participant.
- b) Validate Texas State licensing for each of the Preferred Supplier's auctioneers.
- c) Provide the Institutional Participant with the bidders' list that includes the name, address, phone number and email address of the potential bidders.
- d) Provide to all potential bidders a list of items and its description to be sold in either paper form or electronic file prior to auction. Approximately one (1) month or thirty (30) calendar days prior to the auction, the Institutional Participant will provide Preferred Supplier with an itemized list of items to be auctioned.
- e) Prepare auction catalog and related advertising media for distribution approximately three (3) weeks or twenty-one (21) calendar days prior to the auction. All items to be auctioned must be marked with lot numbers and set in place for the auction.
- f) Print catalogs for distribution at the preview and auction days for any potential bidder and registered media/ press personnel in attendance.
- g) Advertise and promote the auction upon Institutional Participant approval. Advertisements will include, but are not limited to mailings, newspapers, the Internet, trade magazines, handouts, etc.
- h) Post outside of all viewing areas the appropriate signage to (1) promote the event and location, (2) guide buyers and (3) instruct buyers on the Institutional Participant's auctions.
- i) Ensure that all assets are protected from theft, damage or loss while at the auction venue.

- j) Register bidders on day of auction and assign a number to each bidder.
- k) Conduct all auction closeout functions to include processing of paperwork, payment collection and property retrieval process.
- l) Record sales by lot numbers and the winning bidder's number to ensure all items are accounted for. Provide this information and total dollar amount of items sold to the Institutional Participant with within seventy-two (72) hours after completion of auction.

5.4.6.3 Reporting. Preferred Supplier will provide written reports and supporting documentation to each Institutional Participant to include:

- a) Auction Closeout Report
 - auction proceeds
 - lot number
 - lot description
 - auction end date
 - final sales price
 - winning bidder name
 - winning bidder contact information
- b) Paid Invoice Report
 - lot number
 - lot description
 - final auction price
 - buyer premium
 - sales tax
- c) Final Sales
 - invoice number
 - lot number
 - lot description
 - end date
 - final sales price
 - commission charged
 - buyer premium
 - tax
 - final amount
 - unsold lots
 - and additional necessary information

5.4.7 Pricing

5.4.7.1 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.

5.4.7.2 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.

5.4.7.3 Preferred Supplier and the UT System Contract Administrator will review all price structures for the Services on a periodic basis as determined by the UT System Contract Administrator. Preferred Supplier's initial and subsequent pricing will be routinely 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 Inspection of Facilities

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

5.4.9 Invoicing and Payment.

Note: the following subsections contemplate that Preferred Supplier would invoice Institutional Participants for the Services. UT System recognizes that some Proposers may have an alternative compensation model, such as having Preferred Supplier retain, as its compensation, a specified percentage of the proceeds received by Preferred Supplier upon sale of the property, without invoicing Institutional Participant. If so, Proposer should provide all relevant details of its proposed, alternative compensation model.

5.4.9.1 Preferred Supplier will invoice Institutional Participants, not UT System or the Alliance. Due to the numerous E-procurement platforms used by Institutional Participants, detailed invoicing requirements will be established by agreement between Preferred Supplier and each Institutional Participant. Each invoice relating to the Agreement will reference the appropriate Institutional Participant purchase order number, and will include a detailed description of the services to which it relates, and appropriate HUB reporting documentation.

5.4.9.2 Each Institutional Participant is solely responsible for the payment of any purchase orders it issues, and neither UT System nor any other Institutional Participant will have any liability whatsoever relating to a purchase order issued by another Institutional Participant.

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

5.4.9.4 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.

5.4.10 Management Reports

Preferred Supplier will submit to the UT System Contract Administrator the reports listed below, within thirty (30) days after the close of each calendar quarter. The reports will be provided in electronic format or computer-generated spreadsheets, in accordance with a template to be provided by UT System. At a minimum, the reports will provide:

- Sales History Report: Preferred Supplier will submit to the UT System Contract Administrator a "**Sales History Report**" on the last day of the month following the end of each calendar quarter. The report will be provided in Microsoft Excel format, in accordance with the Sales History Report Format, Field Definitions, and a template to be provided by UT System. The report will provide sales and returns/credits to each Institutional Participant, using the required fields as defined in the Sales History Report Format and Field Definitions. Sales or returns/credits fulfilled by Preferred Supplier and approved HUB Subcontractors under the Agreement must be included in the report. If no sales or returns are made during the calendar quarter, Preferred Supplier will submit confirmation of no sales or returns to the UT System Contract Administrator at the mailbox utsscainfo@mdanderson.org. The Sales History Report and reports of no sales or returns will be reviewed with the UT System Contract Administrator. Upon review, the UT System Contract Administrator may request Preferred Supplier to make formatting and content changes to the Sales History Report for past and/or future Sales History Reports. Timeliness of the Sales History Report on or before the Due Date will be evaluated as a Key Performance Indicator within the Supplier Relationship Management (SRM) Program described in in APPENDIX THREE-4.

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

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

Sales History Report Quarterly Sales Period and Report Due Dates		
Calendar Quarter	Time Frame	Due Date
Q1	January-March	April 30
Q2	April-June	July 31
Q3	July-September	October 31
Q4	October-December	January 31

Institution Name Table

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

ID Number	Institution Name	Examples of Other Institution Names
714	UT Arlington	
721	UT Austin	UT Applied Research Labs (ARL) UT Austin Athletics
738	UT Dallas	
724	UT El Paso	
742	UT Permian Basin	
	UT Rio Grande Valley	UT Brownsville UT Pan American
743	UT San Antonio	
750	UT Tyler	
729	UT Southwestern Medical Center	
723	UT Medical Branch Galveston	
744	UT Health Science Center Houston	UT Physicians
745	UT Health Science Center San Antonio	
506	UT MD Anderson Cancer Center	University of Texas MD Anderson Cancer Center Science Park The Virginia Harris Cockrell Cancer Research Center MD Anderson Smithville
750	UT Health Science Center Tyler	UT Health Northeast
720	UT System	<i>Only used for sales or returns by the System Administration Office</i> UTIMCO UT System Personal Use UT Systems Info Resources
A106	Alamo Colleges District	
A103	Angelo State University	
823	Baylor College of Medicine	BCM

A100	Baylor University	Baylor
A102	Children's Health Dallas	Children's Medical Center Dallas
S2271	Manor Independent School District	Manor ISD
A101	Rice University	
755	Stephen F. Austin State University	
555	Texas A&M University - AgriLife Extension Service	
556	Texas A&M University - AgriLife Research	
770	Texas A&M University - Central Texas	
711	Texas A&M University - College Station	
751	Texas A&M University - Commerce	
760	Texas A&M University - Corpus Christi	
718	Texas A&M University - Galveston	
709	Texas A&M University - Health Science Center	
761	Texas A&M University - International	
732	Texas A&M University - Kingsville	
715	Texas A&M University - Prairie View	Prairie View A&M University
749	Texas A&M University - San Antonio	
713	Texas A&M University - Tarleton	Tarleton State University
764	Texas A&M University - Texarkana	
557	Texas A&M University - Veterinary Med Diagnostic Lab	
757	Texas A&M University - West Texas	West Texas A&M University
710	Texas A&M University System	<i>Only used for sales or returns by the System Administration Office.</i>
739	Texas Tech Health Science Center	
768	Texas Tech System	<i>May be used if sales or returns cannot be distinguished per System institution.</i>
733	Texas Tech University	
A105	Texas State Technical College	TSTC Harlingen
985	Tyler Junior College	
752	University of North Texas	
763	University of North Texas Health Science Center	
773	University of North Texas (Dallas)	
769	University of North Texas System	<i>May be used if sales or returns cannot be distinguished per System institution.</i>
A104	University of Tennessee System	<i>May be used if sales or returns cannot be distinguished per System institution</i>
A104-1	University of Tennessee Chattanooga	
A104-2	University of Tennessee Health Science Center	
A104-3	University of Tennessee Martin	

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

5.4.11 Preferred Supplier Relationship Management. Preferred Supplier and the UT System Contract Administrator will meet periodically to conduct a Periodic Business Review ("**PBR**") as further described in **APPENDIX THREE-4**.

5.4.12 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. The questionnaire will provide each Proposer the opportunity to explain how its proposal meets UT System's needs. Responses to the Proposer's Survey will offer UT System insight into company financial information, account management plan, customer references, price protection guarantees, etc.

If Proposer needs to submit additional supporting information, refer to the supporting information in responses to the Proposer's Survey and attach supporting materials in a logical and clear manner. Any supporting information must be included in electronic form via the Jaggaer (formerly SciQuest) e-Sourcing tool and must follow the following naming convention: (<Proposer Name> - <Question Number> - Response - <File Name>).

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

SECTION 6

PRICE SCHEDULE AND AFFIRMATION

6.1 Price Schedule

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

6.2 Pricing Affirmation

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

Proposal of: _____
(Proposer Company Name)

To: The University of Texas System
Ref.: Preferred Supplier of Auctioneer Services Involving Surplus and Salvage Property
RFP No. UTS/A72

Ladies and Gentlemen:

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

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

Proposer agrees that if Proposer is awarded an agreement under this RFP, it will provide to UT System a quarterly administrative fee of 2% of the Total Net Sales made by Preferred Supplier under the Agreement. *[Note to Proposer: this will be addressed in the Agreement's Scope of Work.]* "**Total Net Sales**" is defined in **Section 5.2.1** of this RFP.

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

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

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

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

SECTION 1
GENERAL INFORMATION

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

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

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

1.3 Public Information

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

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

Upon execution of a final agreement, UT System will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

1.4 Type of Agreement

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

1.5 Proposal Evaluation Process

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

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

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

After submission of a proposal but before final selection of Preferred Supplier is made, UT System may permit a Proposer to revise its proposal in order to obtain Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. UT System will provide each

Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. UT System is not obligated to select Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UT System overall, as determined by UT System.

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

1.6 Proposer's Acceptance of Evaluation Methodology

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of UT System.
- 1.8.3 UT System will not provide compensation to Proposer for any expenses incurred by Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer, unless otherwise expressly agreed in writing. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UT System, at UT System's sole discretion.

- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 UT System makes no warranty or guarantee that an award will be made as a result of this RFP. UT System reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP when deemed to be in UT System's best interest. UT System reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UT System, at UT System's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by UT System, in UT System's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing Affirmation

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

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

1.9.4 Submission

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

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

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

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

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

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

SECTION 2 **EXECUTION OF OFFER**

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

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

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

- 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform under the Agreement.
 - 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in Section 4 of this RFP, under which Proposer will be required to operate.
 - 2.1.6 If selected by UT System, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by UT System, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UT System will rely on such statements, information and representations in selecting Preferred Supplier. If selected by UT System, Proposer will notify UT System immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UT SYSTEM, INDEMNIFY, AND HOLD HARMLESS UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2** By signature hereon, Proposer offers and agrees to comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3** By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and Proposer may be removed from all proposal lists at UT System.

- 2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at UT System's option, may result in termination of any resulting contract or agreement.
- 2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7** By signature hereon, Proposer certifies as follows:
- "Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."
- 2.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and any member of the Board of Regents of the University of Texas System or an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to UT System in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UT System enters into a contract or agreement with Proposer.
- 2.9** By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting UT System from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative

enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.

- 2.10 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11 By signature hereon, Proposer represents and warrants that all products and services offered to UT System in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.
- 2.12 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UT System makes an award or enters into any contract or agreement with Proposer.
- 2.13 If Proposer will sell or lease computer equipment to UT System under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.14 Proposer should complete the following information:

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

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

RFP No.: UTS/A-_____

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

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

EXECUTION OF OFFER WITH PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

APPENDIX TWO

UT SYSTEM POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES

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

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

The fillable form can be found at:

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

The goal for this event is 26%

Instructions:

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

APPENDIX THREE

SAMPLE PREFERRED SUPPLIER AGREEMENT

for

AUCTIONEER SERVICES INVOLVING SURPLUS AND SALVAGE PROPERTY

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 auctioneer services to institutional participants, all as further described below.

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

SECTION 1 – Definitions

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

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

“Institutional Participation Agreement” or **“IPA”** means the Institutional Participation Agreement attached to this Agreement as **Rider 3** and incorporated for all purposes, to be executed by each Institutional Participant.

“Services” means _____.

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

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

SECTION 2 – Term:

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

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

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

SECTION 3 – Amendment:

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

SECTION 4 – Performance by Preferred Supplier:

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

SECTION 5 – Family Code Child Support Certification:

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

SECTION 6 – Eligibility Certifications:

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

SECTION 7 – Tax Certification:

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

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

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

SECTION 9 – Loss of Funding:

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

SECTION 10 – Force Majeure:

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

SECTION 11 – Notices:

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

If to UT System: Office of Business Affairs
The University of Texas System
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: jabonnardel@mdanderson.org

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

SECTION 12 – Preferred Supplier's Obligations.

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

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

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

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

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

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

partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Preferred Supplier has been duly authorized to act for and bind Preferred Supplier.

12.7 Preferred Supplier will provide the warranties more particularly described in Section ___ of **Rider 1**, Scope of Work.

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

SECTION 13 – State Auditor's Office:

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

SECTION 14 – Governing Law:

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

SECTION 15 – Breach of Contract Claims:

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

15.1.1 Preferred Supplier's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Preferred Supplier will submit written notice, as required by subchapter B of Chapter 2260, to UT Party in accordance with the notice provisions in this Agreement. Preferred Supplier's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that UT Party allegedly breached, the amount of damages Preferred Supplier seeks, and the method used to calculate the

damages. Compliance by Preferred Supplier with subchapter B of Chapter 2260 is a required prerequisite to Preferred Supplier's filing of a contested case proceeding under subchapter C of Chapter 2260. The UT Party's chief business officer, or another officer of UT Party as may be designated from time to time by UT Party by written notice thereof to Preferred Supplier in accordance with the notice provisions in this Agreement, will examine Preferred Supplier's claim and any counterclaim and negotiate with Preferred Supplier in an effort to resolve the claims.

15.1.2 If the parties are unable to resolve their disputes under **Section 15.1.1**, the contested case process provided in subchapter C of Chapter 2260 is Preferred Supplier's sole and exclusive process for seeking a remedy for any and all of Preferred Supplier's claims for breach of this Agreement by UT Party.

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

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

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

SECTION 16 – Compliance with Law:

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

SECTION 17 – UT System's Right to Audit:

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

SECTION 18 – Access to Documents:

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

SECTION 19 – Insurance:

19.1 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.

SECTION 20 – Indemnification:

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

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

SECTION 21 – Ethics Matters; No Financial Interest:

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

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

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

SECTION 22 – Assignment of Overcharge Claims:

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

SECTION 23 – Assignment and Subcontracting:

Except as specifically provided in any Historically Underutilized Business Subcontracting Plan (“HSP”) attached as **Rider 5** and incorporated for all purposes, neither Preferred Supplier’s interest in this Agreement, its duties and obligations under this Agreement nor fees due to Preferred Supplier under this Agreement may be subcontracted, assigned, delegated or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (1) not be binding on UT Party; and (2) be a breach of this Agreement for which Preferred Supplier will be subject to any remedial actions provided by Texas law, including Chapter 2161, Texas Government Code, and 34 Texas Administrative Code (“TAC”) Section 20.14. UT Party may report nonperformance under this Agreement to the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, “TPSS”) in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program. The benefits and burdens of this Agreement are, however, assignable by UT Party.

SECTION 24 – Historically Underutilized Business Subcontracting Plan:

24.1 If an HSP is attached to this Agreement, Preferred Supplier agrees to use good faith efforts to subcontract the scope of work in accordance with the HSP. Preferred Supplier agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to UT Party in the format required by the TPSS. Submission of compliance reports will be required as a condition for payment under this Agreement. If UT Party determines that Preferred Supplier has failed to subcontract as set out in the HSP, UT Party will notify Preferred Supplier of any deficiencies and give Preferred Supplier an opportunity to submit

documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Preferred Supplier. If UT Party determines that Preferred Supplier failed to implement the HSP in good faith, UT Party, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Chapter 20, Subchapter F, Vendor Performance and Debarment Program. UT Party may also revoke this Agreement for breach and make a claim against the Preferred Supplier.

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

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

SECTION 25 – Payment and Invoicing:

Institutional Participant agrees to pay 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 6** and incorporated for all purposes.

SECTION 28 – OSHA Compliance:

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

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

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

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

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

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

SECTION 30 – Premises Rules:

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

SECTION 31 – Debarment:

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

SECTION 32 – Office of Inspector General Certification:

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

Excluded Individuals may be accessed through the following Internet website:
<http://www.dhhs.gov/progorg/oig/cumsan/index.htm>.

SECTION 33 – Termination:

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

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

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

SECTION 34 – Authority:

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

SECTION 35 – Survival of Provisions:

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

SECTION 36 – Confidentiality; Press Releases; Public Information:

36.1 Confidentiality and Safeguarding of UT Party Records. Under this Agreement, Preferred Supplier may (1) create, (2) receive from or on behalf of UT Party, or (3) have access to, UT Party’s records or record systems (collectively, “**UT Party Records**”). Among other things,

UT Party Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances. Preferred Supplier represents, warrants, and agrees that it will: (1) hold UT Party Records in strict confidence and will not use or disclose UT Party Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by UT Party in writing; (2) safeguard UT Party Records according to reasonable administrative, physical and technical standards commonly in effect within Preferred Supplier's industry and that are no less rigorous than the standards by which Preferred Supplier protects its own confidential information; (3) continually monitor its operations in accordance with reasonable standards commonly in effect within Preferred Supplier's industry and take any action necessary to ensure that UT Party Records are safeguarded and that the confidentiality of UT Party Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, and the terms of this Agreement; and (4) comply with UT Party's rules, policies, and procedures regarding access to and use of UT Party's computer systems. At the request of UT Party, Preferred Supplier will provide UT Party with a written summary of the procedures Preferred Supplier uses to safeguard and maintain the confidentiality of UT Party Records.

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

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

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

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

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

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 40 – Access by Individuals with Disabilities:

Preferred Supplier represents and warrants (“**EIR Accessibility Warranty**”) that the electronic and information resources and all associated information, documentation, and support that it provides under this Agreement (collectively, the “**EIRs**”) comply with the applicable requirements set forth in Title 1, Chapter 213, *Texas Administrative Code*, and Title 1, Chapter 206, Rule §206.70, *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M, *Government Code*). To the extent Preferred Supplier becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Preferred Supplier represents and warrants that it will, at no cost to UT Party, either (1) perform all necessary

remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event Preferred Supplier fails or is unable to do so, UT Party may terminate this Agreement, and Preferred Supplier will refund to UT Party all amounts UT Party has paid under this Agreement within thirty (30) days after the termination date.

SECTION 41 – Certification regarding Boycotting Israel:

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

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

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

SECTION 43 – Background Checks:

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

SECTION 44 – Entire Agreement; Modifications:

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

SECTION 45 – Captions:

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

SECTION 46 – Waivers:

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

SECTION 47 – Binding Effect:

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

SECTION 48 – Limitations of Liability:

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

SECTION 49 – Relationship of the Parties:

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

SECTION 50 – Severability:

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

SECTION 51 – External Terms:

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

SECTION 52 – Conflicts:

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

SECTION 53 –Business Associate Agreements:

Preferred Supplier acknowledges that Institutional Participants may be subject to the Health Insurance Portability and Accountability Act of 1996, Public 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health, Title XII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (“HITECH Act”). UT System and the respective Institutional Participants are separate entities for purposes of HIPAA. Preferred Supplier, by executing this Agreement, is deemed to have entered into a HIPAA Business Associate Agreement ("BAA") with each Institutional Participant, as applicable, on the terms set forth in **Rider 7** (UT System-Wide Standard BAA Terms and Conditions).

SECTION 54 – Attachments:

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

- Rider 1** – Scope of Work
- Rider 2** – Price Schedule
- Rider 3** – Institutional Participation Agreement Form (see APPENDIX THREE-3)
- Rider 4** – Supplier Relationship Management (see APPENDIX THREE-4)
- Rider 5** – HUB Subcontracting Plan
- Rider 6** – Affirmative Action Compliance Program

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

THE UNIVERSITY OF TEXAS SYSTEM

[PREFERRED SUPPLIER]

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

Signed: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

APPENDIX THREE - 3

INSTITUTIONAL PARTICIPATION AGREEMENT

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

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

Benefits from Preferred Supplier Agreement:

To obtain auctioneer services involving surplus and salvage property at discounted pricing.

Institutional Participant’s Responsibilities

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

- Identify Preferred Supplier as a primary supplier of the subject services.
- Organize and share benefits of the PSA at one or more “kick-off” events.
- Permit Preferred Supplier, at its sole cost, to create and distribute sales 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 periodic business reviews to review reports and commitments.
- Facilitate resolution of customer/supplier conflicts.

Institutional Participant’s notice address and contact information is:

[Name of Institutional Participant]

Street Address: _____

Fax: _____

Email: _____

Attention: _____

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

INSTITUTIONAL PARTICIPANT: Primary Contact:

Name: _____
Title: _____
Telephone: _____
Fax: _____
Email: _____

INSTITUTIONAL PARTICIPANT: HUB Contact:

Name: _____
Title: _____
Telephone: _____
Fax: _____
Email: _____

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

PREFERRED SUPPLIER Primary Contact:

Name: _____
Title: _____
Telephone: _____
Fax: _____
Email: _____

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

Name: _____
Title: _____
Address: _____

Fax: _____
Email: _____

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

[Name of Institutional Participant]

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

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

APPENDIX THREE – 4

SUPPLIER RELATIONSHIP MANAGEMENT PROGRAM

Supplier Relationship Management (“SRM”) Program Requirements

The Alliance SSG will conduct Periodic Business Reviews (“PBRs”) of Preferred Supplier’s performance under this Agreement beginning approximately sixty (60) days after the Effective Date of this Amendment and then at least once every year thereafter, based on the Alliance SSG’s assessment of contract performance risk as *low*.

Periodic Business Reviews

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

- a. Account Management
- b. Reporting
- c. HUB Outreach
- d. Customer Satisfaction

KPI Reporting

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

ACCOUNT MANAGEMENT REPORTS & METRICS

- Year-to-date and period-over-period spend.
- Administrative Fee and Incentive Payments paid on time within contract schedules
- HUB report summary and breakdown for previous months. A Quarterly report due by 15th after each calendar quarter. Number of reports due after 15th not to exceed 0%. Report to identify outreach efforts; Master Agreements established with HUB firms; and HUB firm participation (dollar amount) for projects with Preferred Supplier for work under this Agreement.

CUSTOMER SATISFACTION REPORTS & METRICS

- Annual survey to a senior executive at each Institutional Participant for which work was performed over the preceding twelve month period beginning September, 2019. A copy of the survey sent to each senior executive and a copy of their Institutional Participant’s response will be submitted to the Alliance SSG.
- Overall customer service rating of “satisfactory” greater than 90%

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

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

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

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 document will be incorporated into the Agreement.

Basic Specifications

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

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

Security

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

Integration

5. Is the EIR authentication Security Assertion Markup Language ("**SAML**") compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support SSL connections to this directory service?
6. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
7. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University's standard logging and monitoring tools, RSA's Envision?
8. Does the EIR have an application programming interface ("**API**") that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
9. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University's modifications be protected in future upgrades?
10. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University.

Accessibility Information

11. Please complete the Voluntary Product Accessibility Template (“**VPAT**”) found at <http://www.itic.org/index.php?submenu=resources&src=gendocs&ref=vpas&category=resources> and submit the VPAT with Proposer’s proposal.】

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.

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			

SECTION 5.5 PROPOSER'S SURVEY

1.0 Company Profile

- 1.1 Provide your company's main address, telephone and fax number.
- 1.2 Provide your company's FEIN.
- 1.3 Provide your company's DUNS number.
- 1.4 Provide your company's main contact for this RFP including telephone number and email address.
- 1.5 What is your company's legal structure (e.g., corporation, partnership, etc.).
- 1.6 For all individuals, groups, corporations, etc. that holds 25% or greater equity in the company list their name and their percentage (%) held.
- 1.7 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under an Agreement with UT System.
- 1.8 Has your company, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? If yes, specify the date, circumstances, and resolution.
- 1.9 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
- 1.10 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 1.11 If requested, please indicate your company's agreement to provide the company's audited financial statement for the last two (2) years.
- 1.12 Comment briefly on your competitive position in the industry. What sets you apart from your competition?
- 1.13 Describe your knowledge with Federal and State of Texas legislation, statutes and rules related to auctioneering services.
- 1.14 Does your company have experience selling distressed medical devices? If so, please detail your experience with auctioning these devices (include the average percentage of medical devices in each auction)?

2.0 References

- 2.1 Provide a listing of at least three (3) customers (academic or health care) institutions for which you have provided auctioneer services of the type and kind required by this RFP (healthcare or academic institutions). Your customer reference list shall include the company name; contact person including telephone #, e-mail address; scope of services, annual sales volume (\$), and the period of time for which work was performed.

- 2.2 If you did not provide your DUNS number as requested in response to question 1.3 above, please provide two financial references (1 trade reference and 1 financial institution/bank reference). List should include company name, mailing address, telephone number, FAX number, contact person and length of financial relationship.

3.0 Account Management

- 3.1 Provide the name, title and brief resume of the individual who will assume overall responsibility for all performed work and the individual who will assume overall responsibility at each Institutional Participant's campus.
- 3.2 Provide a project-staffing plan including resumes for all proposed "key" staff members who will be assigned to this account and defining their role in supporting the UT System account. The project-staffing plan must include the resume for the lead auctioneer.
- 3.4 Please provide company's problem resolution process outlining the escalation path for service problems that cannot be properly resolved in the normal course of business. Include an escalation matrix showing the hierarchy of management personnel that will be engaged to progressively resolve critical issues.

4.0 Technology and Tools

Each Institutional Participant utilizes a variety of inventory management systems, software, ordering methods, tools, technologies and formats.

- 4.1 Please describe your company's online auction technology and tools and provide what technology each Institutional Participant are required to have.

5.0 Reporting

- 5.1 Describe the capacity of your company to submit the reports described in Section 5.4.5.1, C of this RFP.

6.0 Pricing

- 6.1 Describe your fee structure for auctioneer services in Attachment A. All fees not currently listed should be added to the spreadsheet.
- 6.2 Is Proposer agreeable to maintain rates/fees during the full term of the agreement? If no, how long is proposer agreement to maintain rates?
- 6.3 Will your company extend the proposed pricing to Alliance Affiliates?
- 6.4 Describe fully early termination fees.

7.0 Online Auctions

- 7.1 Detail the experience your company has with providing on-line auction services. Include length of time (years and months) and number of on-line auctions held during that time.

- 7.2 Describe your on-line auction process in detail (provide related links) including the process of taking online payments.
- 7.3 Describe in detail what your on-line auction services would include.
- 7.4 Describe your ability to provide technical assistance for on-line auctions.
- 7.5 Describe your on-line process for making items available to the Institutional Participant first (to ensure it is surplus to the Institution) before being made available for on-line auction.
- 7.6 What materials / supporting documentation related to online auction sales would be provided to the Institutional Participant following an on-line auction?
- 7.7 Detail your on-line auction advertising process. Confirm what advertising will be provided, including ad size and content and any other pertinent information.
- 7.8 Detail how you would create and maintain a buyer list for on-line auctions.
- 7.9 Based upon your current knowledge of the UT System Institutions, what difficulties do you anticipate in serving Institutional Participants and how do you plan to manage these? What assistance will you require from Institutional Participants?

8.0 Live Auctions

- 8.1 Detail the experience your company has with providing live auction services. Include length of time (years and months) and number of live auctions held during that time.
- 8.2 What materials / supporting documentation related to auction sales would be provided to the Institutional Participant following a live auction?
- 8.3 Detail your live auction advertising process. Confirm what advertising will be provided, including ad size and content and any other pertinent information.
- 8.4 Detail how you would create and maintain a buyer list for live auctions.

9.0 Offsite Vehicle and Equipment Auctions

- 9.1 Describe your company's plan/approach to performing auction services of vehicle and equipment. Include a detailed description of services to be provided and identify any constraints, if any, which may impact your ability to provide these services.

10.0 Security

- 10.1 Describe the system's security capabilities and the privacy protection available to both The Institutional Participant and buyers.

11.0 Customer Support, Operations, Policies and Procedures

- 11.1 Describe your company's system of technical support. What are the hours and days technical support is available? Distinguish between Institutional Participant support vs. buyer support.
- 11.2 Explain how your company proposes to resolve any complaints, issues or challenges. Please detail your company's problem resolution process for customer complaints and concerns.
- 11.3 Describe training services available to contracting member agencies, sellers and buyers.

- 11.4 Indicate how often upgrades are made to the system, including the testing processes used before implementation of an upgrade.
- 11.5 Describe your company's procedure should a buyer default on purchases and the tools available to Institutional Participant in such occurrences.
- 11.6 Describe how customer feedback (from sellers and buyers) is received, considered and responded to. What is the typical methodology for requesting customization and typical time frame for responding to such a request?
- 11.7 Describe the tools and customizations available to the seller for creating auctions, including but not limited to, internal reallocation, Dutch or split auctions, reserve prices, minimum bid requirements, bidder deposit requirements, ability to copy previous auctions, ability to repost previous auctions, etc.
- 11.8 Describe the tools available to the bidder for participating in auctions, including but not limited to, email notifications, proxy bidding, identity protection, etc.
- 11.9 Indicate how long auction records are maintained for download by the seller.

12.0 Competitive Advantage and Value Adds

- 12.1 Please identify any challenges and/or difficulties you anticipate in providing services to UT System and how you plan to manage them; what assistance will you require from UT System.
- 12.2 Please provide any suggested improvements and alternatives that will make doing business with your company more cost effective for your company and Institutional Participants.
- 12.3 Please state how your company will maintain its competitive advantage long-term, with respect to "best value" price and non-price offering.
- 12.4 Please indicate any additional "value added" services or programs not otherwise asked or disclosed herein that should be considered during the evaluation process.
- 12.5 Does your company offer any other services not previously mentioned? If yes, please describe.

13.0 Incentives and Rebates

- 13.1 Does your company offer any aggregated participation tiered pricing structures?
- 13.2 If yes to the above, please describe your company's approach to structuring an aggregated participation tier.
- 13.3 Please list and describe any other incentives or fee structures your company is willing to offers to Institutional Participants based on volume or other factors.

14.0 Historically Underutilized Businesses

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

- 14.1 Is your company a State of Texas HUB firm and/or a Small Business (as defined by the US Small Business Administration)? If so, please list all HUB/Small Business categories your company is qualified under.

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

ATTACHMENT A
PRICE SCHEDULE

6.1 Payment for Services

1. Online Auction Services (% of Sale): _____
 - a. Does this include vehicles? _____

2. Live Auction Services (% of Sale) : _____
 - a. Does this include vehicles? _____

3. Buyer's Premium (% of Sale): _____

4. Additional Fees (if applicable, provide details of each below):



RFP Submittal Deadline: **September 06, 2019 at 3:00 PM CST (Houston, TX Time)**

Page 1 of 1

Addendum Issue Date: **August 15, 2019**

ADDENDUM 1
REQUEST FOR PROPOSAL
UTS/A72
AUCTIONEER SERVICES

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/A72** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

Pre-proposal webinar / conference call slides.

Item Two:

Pre-proposal webinar and conference call attendee 'sign-in' sheet.

Item Three:

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

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

END OF ADDENDUM 1



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

RFP UTS/A72 Auctioneer Services Pre-Proposal Conference

Teleconference #: 877-226-9790

Participant Code: 7277429#

August 15, 2019 10:00 AM

Agenda

- 👤 Introduction
- 👤 UT System Supply Chain Alliance (UTSSCA) Overview
- 👤 UT System HUB Program Overview
- 👤 RFP 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



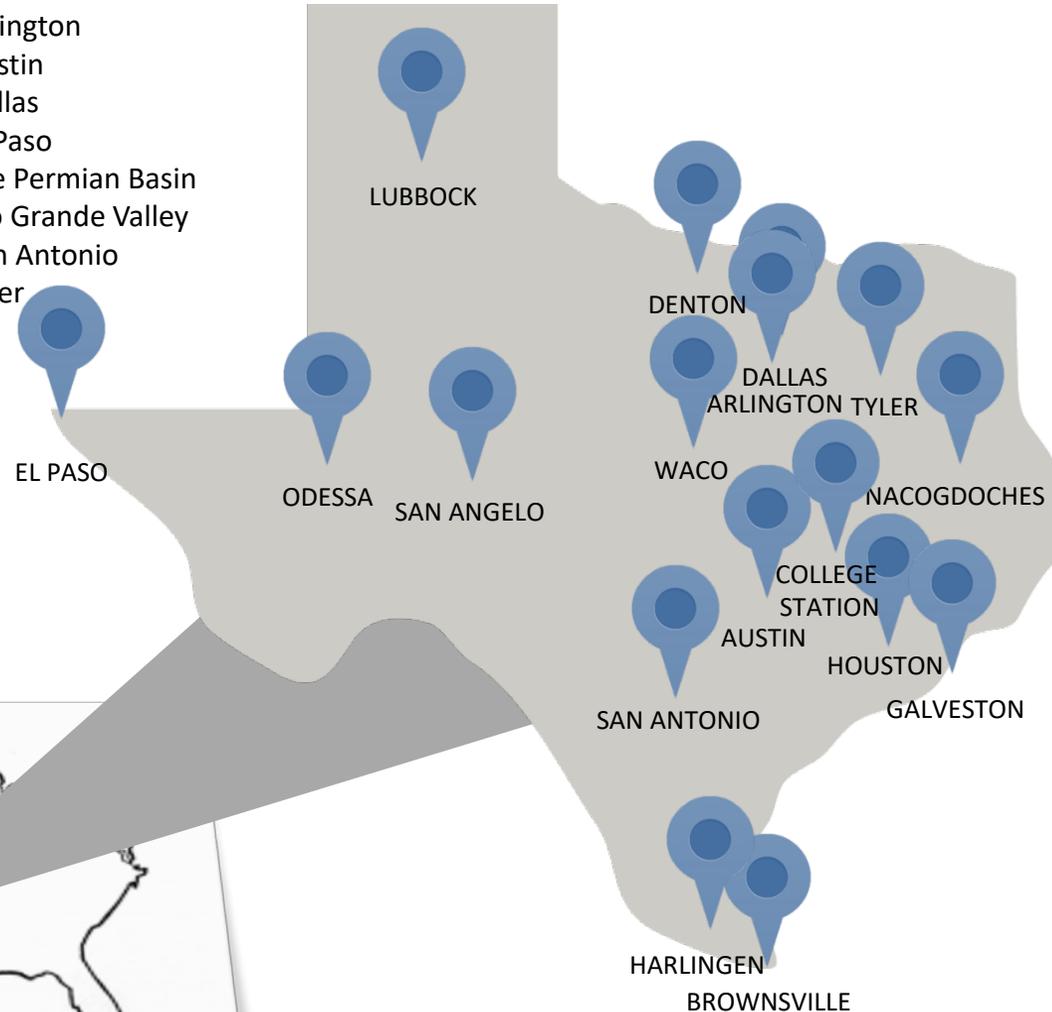
You can view the Supply Chain Alliance video online on our YouTube Channel:
<https://www.youtube.com/watch?v=klep1pw5u1E&feature=youtu.be>



The UT System Supply Chain Alliance

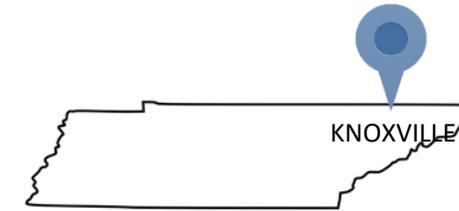
ACADEMIC

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

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

Uniqueness of Alliance Contracts

Commitment to deliver spend to Preferred Suppliers

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



HUB OVERVIEW



Historically Underutilized Business (HUB) Overview

What is a "Historically Underutilized Business"...

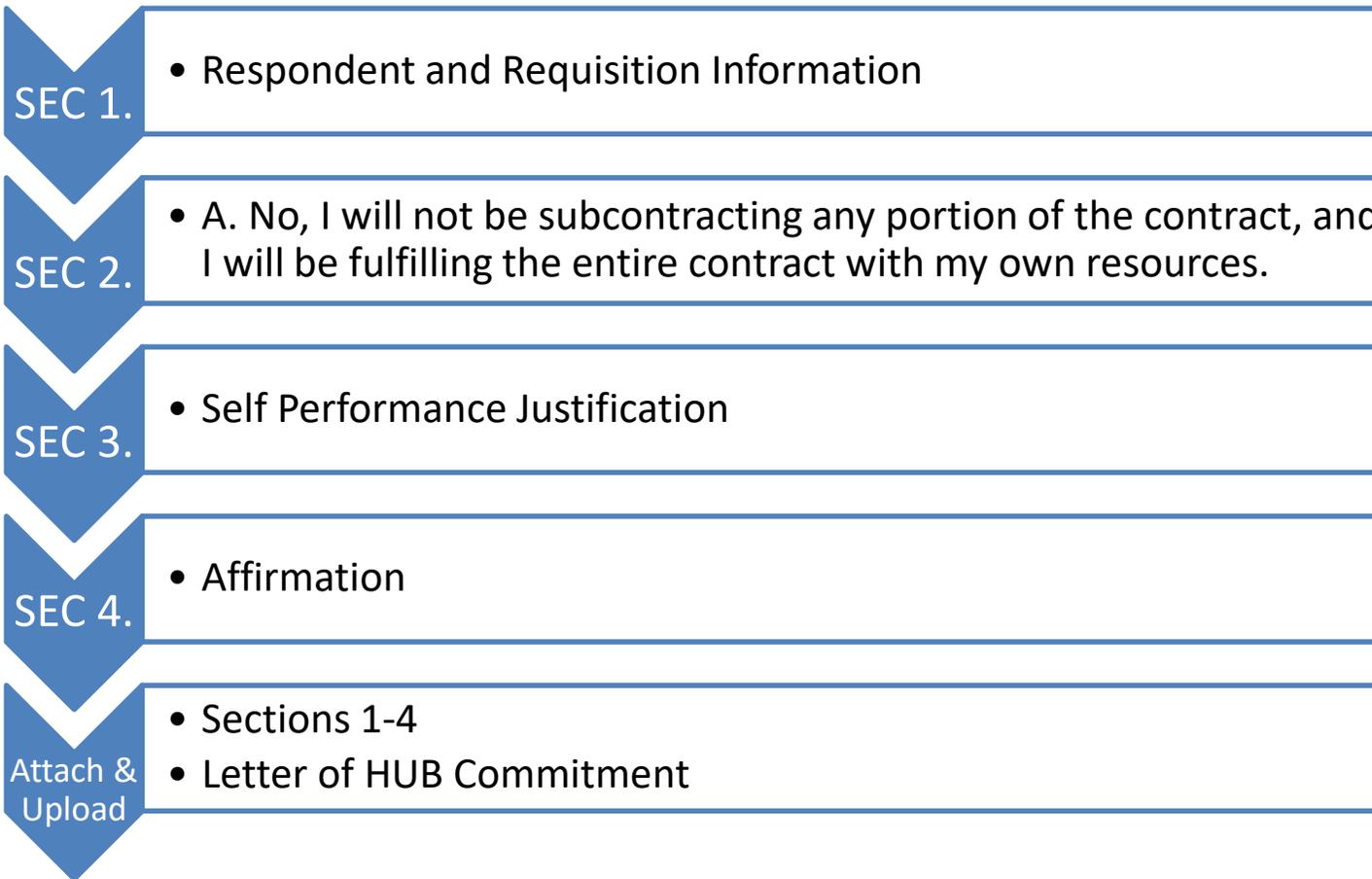
- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, 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: Self-Performing HSP SD (Scope Defined)

OPTION 1– 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



HSP Option 2: Subcontracting, all HUB vendors

OPTION 2 – 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 3: Subcontracting, HUB & Non-HUB

Meets or Exceeds the HUB Goal

OPTION 3– 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.

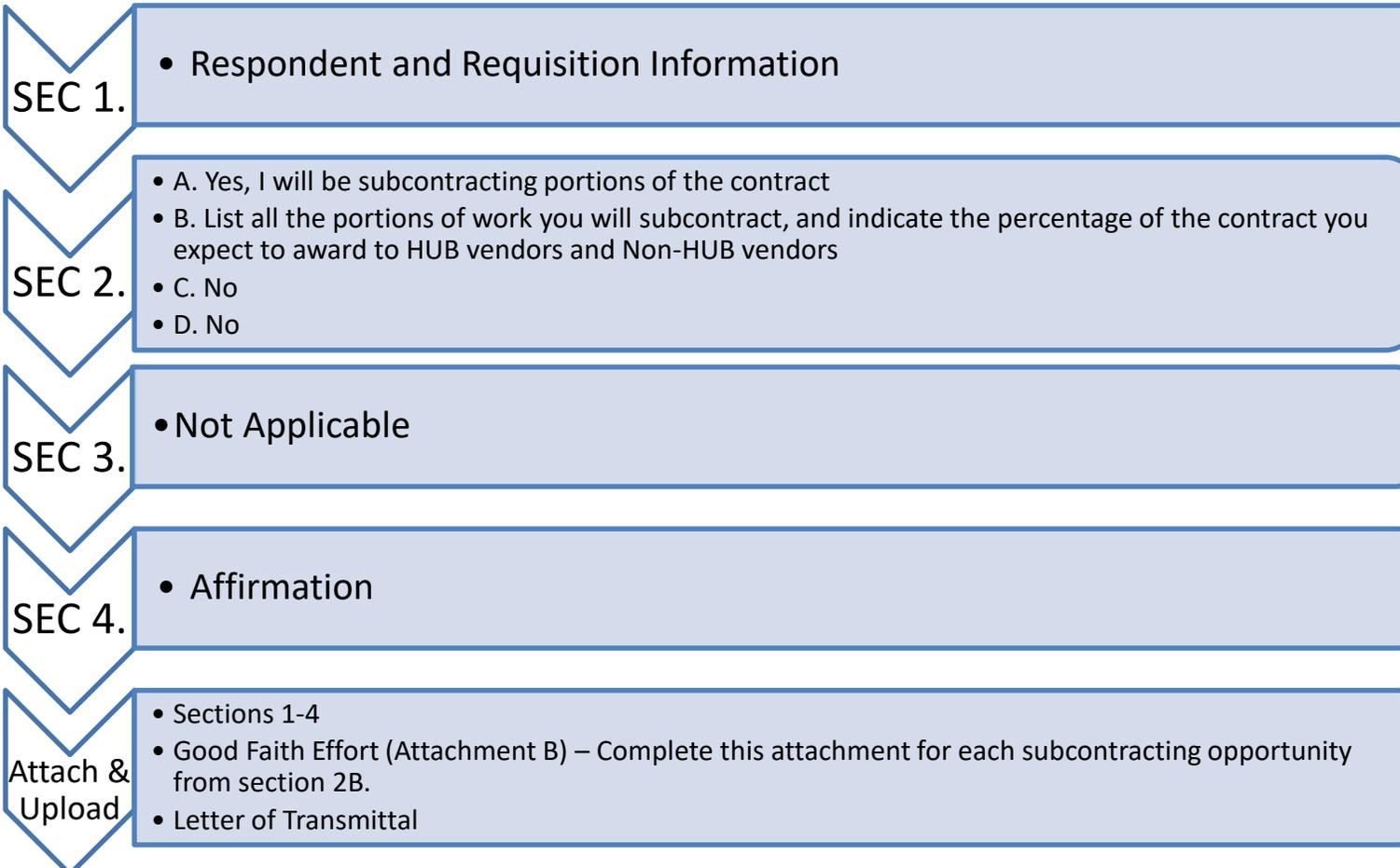
- Affirmation (*Signature Required*)

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 4: Subcontracting, HUB & Non-HUB

OPTION 4 – If you are subcontracting with HUB vendors and Non-HUB vendors (or only Non-HUB vendors), complete the following sections



HSP Option 3 & 4: 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 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.
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 - **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 August 27, 2019 3:00pm**

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 **August 27, 2019 3:00 pm (Houston, TX time)**

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.

RFP OVERVIEW



Objective

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 - enhance relationships between Preferred Supplier and Institutional Participants.

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- The contract is available to all UT System institutions
- UT System estimates the total aggregated spend under any agreement resulting from this RFP to be in excess of \$2 million annually.
- 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 another two-year period upon written notice given to Preferred Supplier.

Key Dates

Date	Time	Event
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September 2019		Selection of Finalists
September 2019		Finalists Interviews and Negotiations
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- Objective
- Background

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Submission of Proposal

- Submittal Checklist

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General Terms & Conditions

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- Exceptions Uploaded in Jaggaer (*formerly SciQuest*)

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- Appendix 4 Access by Individuals with Disabilities
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- Download the document and provide answers to each of the questions
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- 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-Price Schedule (Excel file) to communicate your proposed pricing
- 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.

MD Anderson Supplier Portal

Jaggaer (formerly SciQuest) Sourcing Director

<https://solutions.sciquest.com/apps/Router/RegistrationChecklist?CustOrg=MDAndersonPS>

The screenshot shows the MD Anderson Supplier Management Portal login page. At the top, it says 'THE UNIVERSITY OF TEXAS MD Anderson Cancer Center' and 'SUPPLIER MANAGEMENT PORTAL'. Below this, there is a 'Secure Account Login' section with a padlock icon and a message: 'Please login to view the sourcing event.' This message and the login form (with fields for Email and Password, and a Login button) are highlighted with a red box. A blue callout bubble points to the Login button with the text: 'For registered supplier, click Supplier Portal Login'. Below the login form, there is a 'Create Account' button highlighted with a red box. A blue callout bubble points to this button with the text: 'If you are a new supplier, click to register.' At the bottom of the page, there is a footer with contact information for the MD Anderson Supply Chain Management Help Desk and the 'powered by sciQuest' logo.

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.

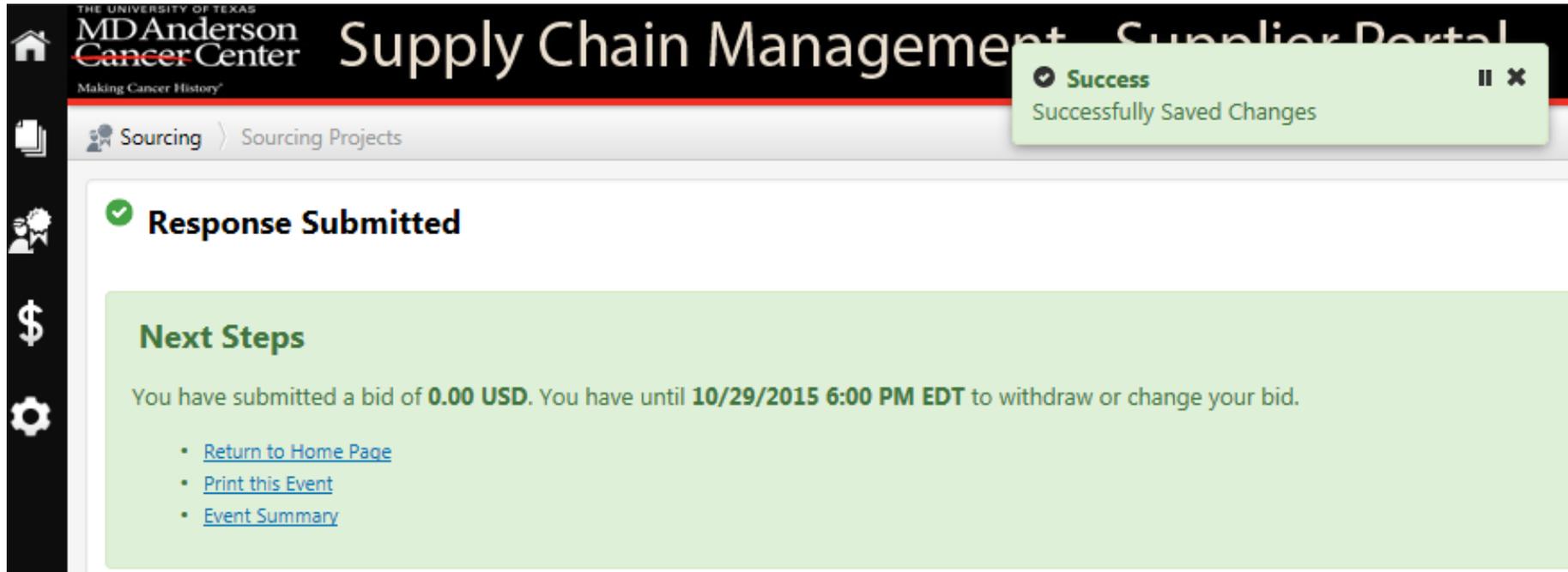
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sciQuest.

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- 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
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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.

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Key Reminders

- All questions need to be submitted in Jaggaer by August 21, 2019 at 5:00 PM Houston, Texas time.
- 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) and submit by August 27, 2019 at 3:00PM Houston, Texas time.**
- Complete & Sign The Execution Of Offer and all items in the Submittal Checklist
- **Deadline for RFP submittal is September 06, 2019 at 3:00PM Houston, Texas time.**

Sourcing Event Contacts

RFP Contacts

Kevin Scott

Contract Manager

Phone: 713-563-1311

E-mail: kdscott11@mdanderson.org

Lequida Pearson

Sourcing Specialist

Phone: 713-792-7929

E-mail: lfpearson@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!



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

Event:	UTSCCA RFP UTS/A72 Auctioneering Services Pre-Proposal Conference
Event Date :	Date: August 15, 2019
Event Manager:	Lequida Pearson

Webinar Attendees

Name	Organization/Vendor	Email Address
Greg Shattuck	Shattuck LLC	greg@shattuck
Brent Blair	Shattuck LLC	brent@shattuck
Jan Williams	Shattuck LLC	jan@shattuck
Lisa Brannan	Shattuck LLC	lisa@shattuck
Collen Heaton	Shattuck LLC	collen@shattuck
Rebecca Murphy	Gov Deals, Inc.	rmurphy@govdeals.com
Ed Lanford	Lone Star Auctioneers	ed@lonestarauctioneer.com



SUPPLY CHAIN ALLIANCE
THE UNIVERSITY of TEXAS SYSTEM
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Event:	UTSCCA RFP UTS/A72 Auctioneering Services Pre-Proposal Conference
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Pre-proposal webinar / conference call Q&A results:

Q:	<i>"I am unable to access the RFP although I have registered through the MD Anderson supplier portal. How am I able to access?"</i>
A:	<i>In order to view/ gain access of the UTS/A72 Auctioneer Services RFP, please see suggested resolves below: (1) Please confirm that your registration in the supplier portal was successful. (2) If there are any technical issues with registration please contact the UTMDACC Jagger support help desk: Phone: 713-745-7997 E-mail: SupplyChainHelpdesk@mdanderson.org (3) If successfully registered in the supplier portal, ensure that you have indicated the correct commodity code (80141705 Auction Services) has been applied to your registration. You may apply additional commodity codes if your business has multiple disciplines, but UTS/A72 RFP is tied to the 80141705 commodity code. (4) If successfully registered in the supplier portal, you can search the RFP event by searching 'Auctioneer Services' and or 'UTS/A72'</i>



RFP Submittal Deadline: **September 06, 2019 at 3:00 PM CST (Houston, TX Time)**

Page 1 of 1

Addendum Issue Date: **August 15, 2019**

ADDENDUM 1
REQUEST FOR PROPOSAL
UTS/A72
AUCTIONEER SERVICES

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/A72** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

Pre-proposal webinar / conference call slides.

Item Two:

Pre-proposal webinar and conference call attendee 'sign-in' sheet.

Item Three:

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

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

END OF ADDENDUM 1



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

RFP UTS/A72 Auctioneer Services Pre-Proposal Conference

Teleconference #: 877-226-9790

Participant Code: 7277429#

August 15, 2019 10:00 AM

Agenda

- 👤 Introduction
- 👤 UT System Supply Chain Alliance (UTSSCA) Overview
- 👤 UT System HUB Program Overview
- 👤 RFP 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



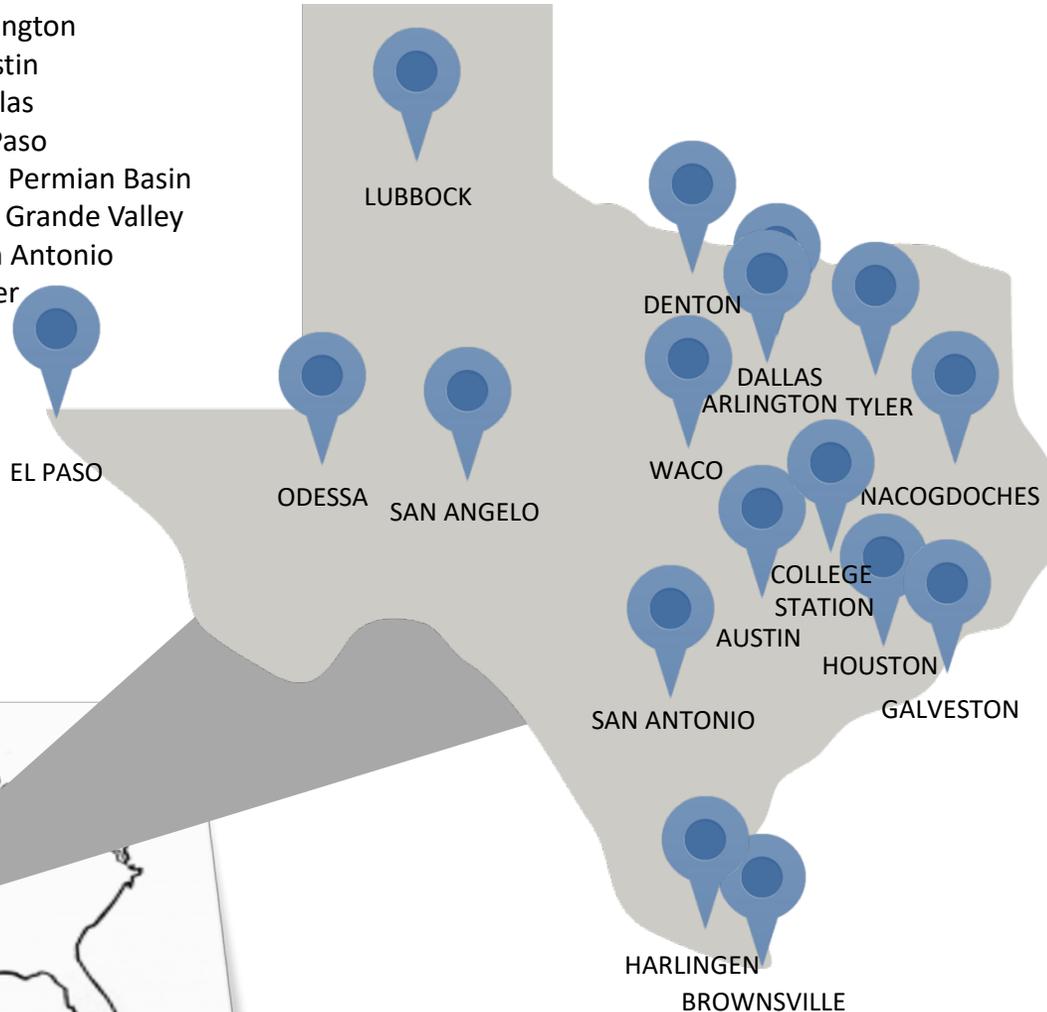
You can view the Supply Chain Alliance video online on our YouTube Channel:
<https://www.youtube.com/watch?v=klep1pw5u1E&feature=youtu.be>



The UT System Supply Chain Alliance

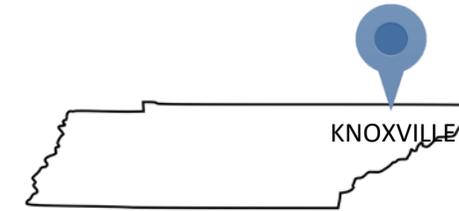
ACADEMIC

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

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

Uniqueness of Alliance Contracts

Commitment to deliver spend to Preferred Suppliers

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



HUB OVERVIEW



Historically Underutilized Business (HUB) Overview

What is a "Historically Underutilized Business"...

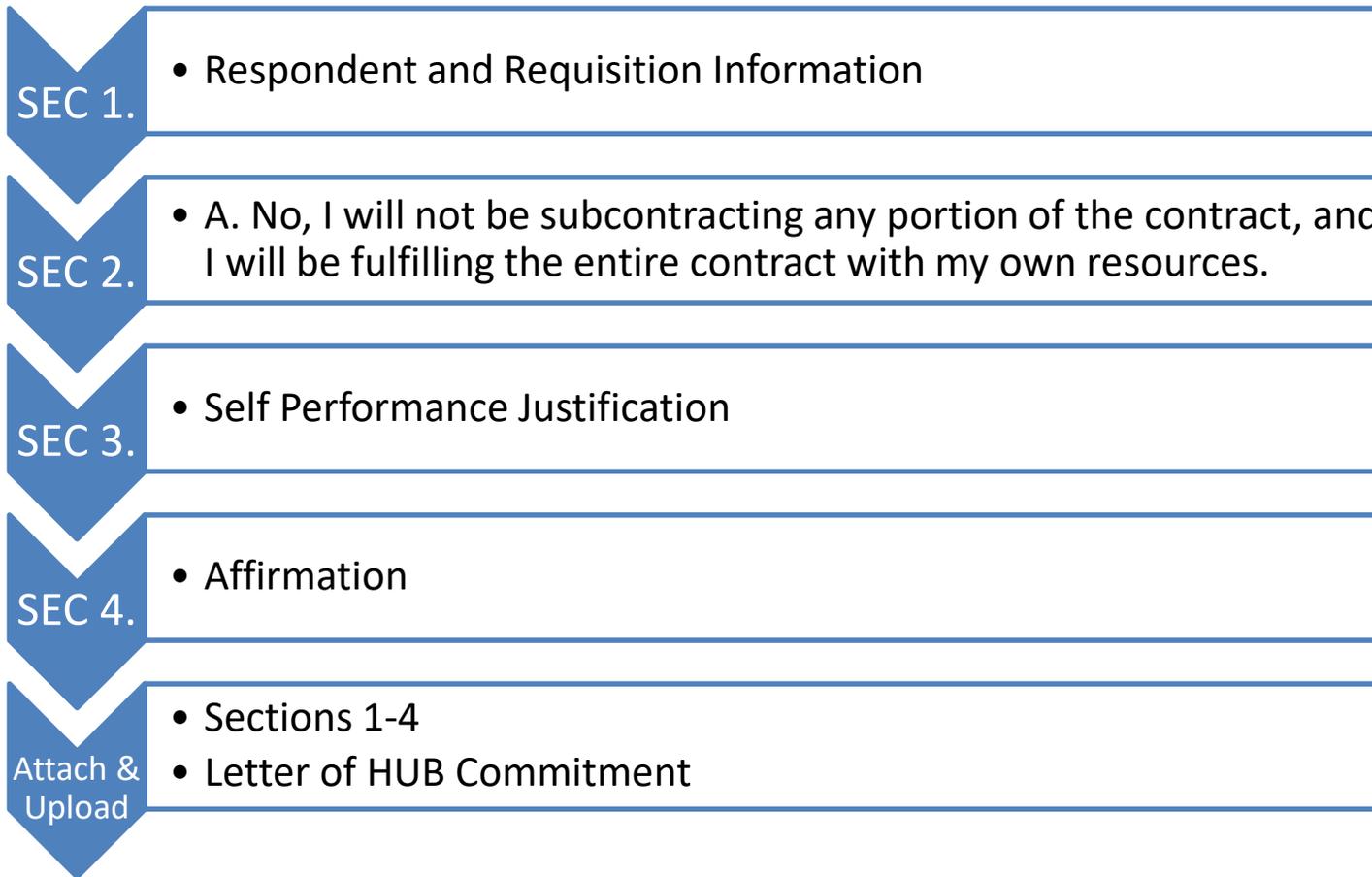
- is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and
- is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, 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: Self-Performing HSP SD (Scope Defined)

OPTION 1– 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



HSP Option 2: Subcontracting, all HUB vendors

OPTION 2 – 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 3: Subcontracting, HUB & Non-HUB

Meets or Exceeds the HUB Goal

OPTION 3– 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.

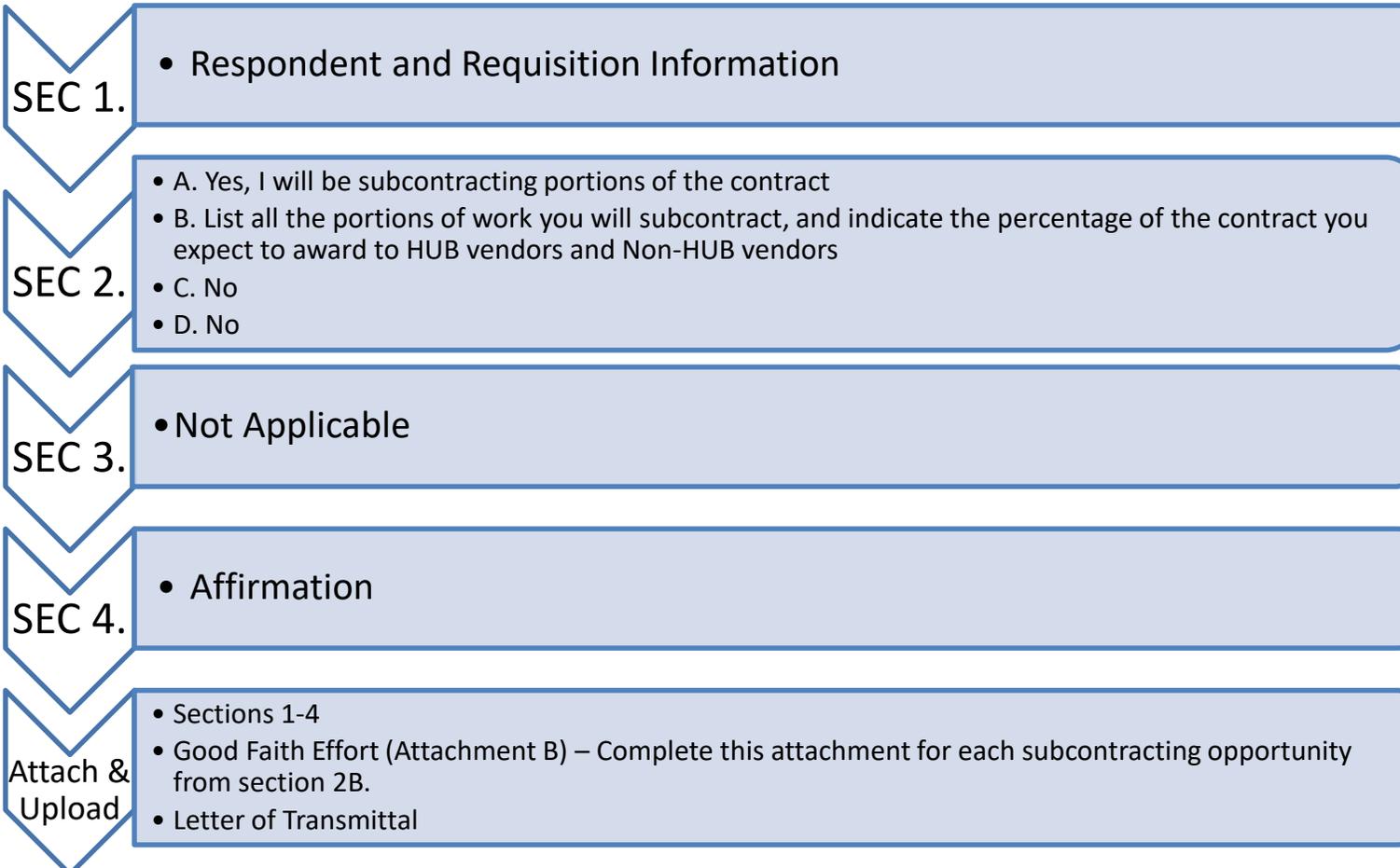
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- Letter of Transmittal

HSP Option 4: Subcontracting, HUB & Non-HUB

OPTION 4 – If you are subcontracting with HUB vendors and Non-HUB vendors (or only Non-HUB vendors), complete the following sections



HSP Option 3 & 4: 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/>

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Before Proposal Submission



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

***BEFORE August 27, 2019 3:00pm**

UT System HUB Program Contact Details

Cynthia Booker

UT System Administration
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Office: 409-772-1353

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For registered supplier, click Supplier Portal Login

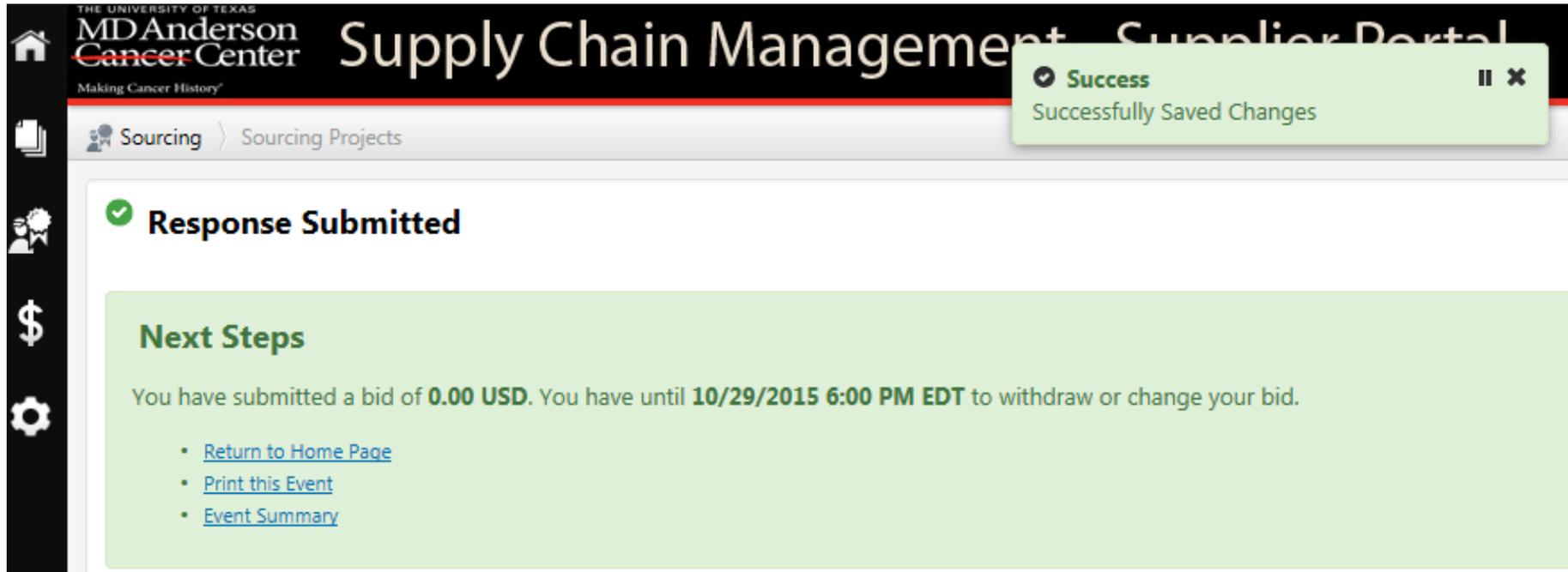
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Event Date :	Date: August 15, 2019
Event Manager:	Lequida Pearson

Webinar Attendees

Name	Organization/Vendor	Email Address
Greg Shattuck	Shattuck LLC	greg@shattuck
Brent Blair	Shattuck LLC	brent@shattuck
Jan Williams	Shattuck LLC	jan@shattuck
Lisa Brannan	Shattuck LLC	lisa@shattuck
Collen Heaton	Shattuck LLC	collen@shattuck
Rebecca Murphy	Gov Deals, Inc.	rmurphy@govdeals.com
Ed Lanford	Lone Star Auctioneers	ed@lonestarauctioneer.com



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RFP Submittal Deadline: **September 06, 2019 at 3:00 PM CST (Houston, TX Time)**

Page 1 of 1

Addendum Issue Date: **August 21, 2019**

ADDENDUM 2
REQUEST FOR PROPOSAL
UTS/A72
AUCTIONEER SERVICES

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/A72** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

Updated version of UTS/A72_APPENDIX FIVE - ELECTRONIC AND INFORMATION RESOURCES has been uploaded.

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

END OF ADDENDUM 2



RFP Submittal Deadline: **September 06, 2019 at 3:00 PM CST (Houston, TX Time)**

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Addendum Issue Date: **August 23, 2019**

ADDENDUM 3
REQUEST FOR PROPOSAL
UTS/A72
AUCTIONEER SERVICES

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/A72** AND IS NOT A CONTRACT OR OFFER TO CONTRACT.

Item One:

New updated version of UTS/A72_APPENDIX FIVE - ELECTRONIC AND INFORMATION RESOURCES has been uploaded.

Item Two:

Responses to Q&A Board questions

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

END OF ADDENDUM 3

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.

UTS/A72 Auctioneer Services RFP RFP Questions Received

RFP Q&A Responses

1. **Will all vendors' questions and subsequent answers be made available?**

All questions submitted through the Q&A board of the RFP will be answered and made public after the Q&A deadline.

Institutional Participant Requirements

2. **Will vendor's current contracts with individual UT institutions be honored until their expiration dates or will UT Alliance contract supersede/terminate any existing agreements?**

UT System Supply Chain Alliance ("Alliance") contracts are not mandated. Please refer to Section 1.3 of the UTS/A72 RFP:

"THE ABOVE FIGURES ARE ESTIMATES ONLY. SERVICES UTILIZED 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 UTILIZE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY OF SERVICES, AND UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES."

Each institution may choose to continue utilizing their local agreements or they may elect to participate in the Alliance contract by executing the Institutional Participation Agreement (IPA), which is included in the RFP (ref. Appendix Three-3).

3. **Will Institutional Participants (IPs) be required to use services of preferred vendor or will they have the latitude to contract directly with an alternate vendor outside of the UT Alliance GPO framework?**

All institutions will be encouraged to participate in the Alliance contract, however, Alliance contracts are not mandated. Please refer to Section 1.3 of the UTS/A72 RFP:

"THE ABOVE FIGURES ARE ESTIMATES ONLY. SERVICES UTILIZED 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 UTILIZE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY OF SERVICES, AND UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES."

4. **Will UT Alliance guarantee that all IPs will utilize Preferred Vendors services?**

No. Please refer to Section 1.3: of the UTS/A72 RFP:

"THE ABOVE FIGURES ARE ESTIMATES ONLY. SERVICES UTILIZED 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 UTILIZE ANY PARTICULAR DOLLAR VALUE OR ANY PARTICULAR QUANTITY OF SERVICES, AND UT SYSTEM SPECIFICALLY DISCLAIMS ANY SUCH REPRESENTATIONS, WARRANTIES AND GUARANTIES."

5. **Will Preferred Vendor be required to provide services to all IPs or is Preferred Vendor permitted to choose?**

Please refer to Section 1.1 of the UTS/A72 RFP

“Any agreement resulting from this Request for Proposal (this “RFP”) will be extended and marketed to all UT System institutions. Various non-UT System institutions of higher education 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 institution of higher education affiliate (collectively, “Institutional Participant”) that wishes to participate in any contract entered into with Proposer.”

Award Selection

6. **Does UT Alliance anticipate making multiple awards for this service based on vendor’s specialty (e.g. auto auctions)?**

Please refer to APPENDIX 1 Section 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.”

While it may be possible to have a multi-award, no determination has nor will be made until all responses have been thoroughly accessed and vetted.

7. **The higher education/medical institutions who will have access to this contract currently use an array of vendors. Will there be a multiple award to enable choice?**

Please see response to question #6

HUB

8. **Appendix Two states there is a HUB goal of 26%. Will applicants be disqualified if they chose to perform all work in-house?**

No.

VPAT

9. **Appendix Five last section has a broken link to download the VPAT. Can you please provide the correct downloadable document?**

A new file has been uploaded within Appendix Five with the working links.

10. **The VPAT link in Appendix Five does not seem to be working. Is there a corrected link available?**

A new file has been uploaded within Appendix Five with the working links.

Pricing

11. **This solicitation is rather complicated and is written for IPs of vastly different sizes and resources whose specific needs for live auction services may vary greatly. May a proposed supplier offer a modified Price Schedule to reflect more clearly its pricing model for live auctions?**

Proposers may submit alternative pricing models for both live and/or on-line auctions for our consideration, however, the pricing model referenced in Attachment A must be completed as requested.

12. **Can a vendor respond with tiered pricing based on the level of service to be delivered?**

Proposers must submit pricing for the comprehensive scope of services stated in Section 5. However, Proposers can submit alternative pricing models to address various level(s) of service to be delivered.

13. **Will the pricing structure be the same for each Institutional Participant or will the Alliance allow for unique pricing structures based on the IP's needs?**

Proposers must submit standard pricing for the scope of services stated in Section 5 to all IP's equally. However, Proposers can submit alternative pricing models to address various level(s) of service to be delivered.

Live and On-Line Auctions

14. **Will each "Institutional Participant" (IP) provide a venue for live auctions without cost to the contractor?**

Will each IP be responsible for the physical relocation of auction items to the live auction venue?

Will the IP have any equipment available at the auction site for assisting buyers with loading?

As stated in Section 5.4.6:

"Each Institutional Participant will have their own individual requests specific to their institution for auctioneering services which may include, but not limited to, staffing specifications, inventory processes and auction removal processes. The Preferred Supplier will be responsible for identifying and acknowledging those requests with each Institutional Participant."

Please provide your complete capabilities and any possible constraints. If pricing will be affected by any of the scenarios above, provide additional pricing models.

15. **Please elaborate on what is meant by "Assist with the management of surplus and salvage asset sales through online auctions" in 5.4.6.1?**

What level of assistance is expected, recommendations and guidance or is a physical presence required for the lotting and photography?

Is the contractor expected to develop the descriptions and supplementary details?

Is the contractor expected or required to be on site during at any phase of the online auctions?

Will the IP provide the supplier with an itemized list of items to be auctioned as it will for live auctions as in Sec. 5.4.6.2?

Please see response to question #14

16. **In order to determine the potential staffing level needed to provide the service requested it is necessary to know which of the institutions specifically referenced within this proposal require onsite assistance with asset lotting and processing. And, how often this level of service will be required (quarterly, bi-annually, etc.)?**

Please see response to question #14

17. **Is any Institutional Participant (IP) currently using or have they recently used online and/or live auction services for the disposal of surplus assets? If so, please identify the IP contractor and the fees and commissions being charged for those services.**

What have been the gross revenues received from those sales by year?

This information is unavailable at this time

18. **Can a vendor just respond to the online portion of the scope?**

Yes. Please provide your complete capabilities and any possible constraints.

EIR

19. **Please define or describe EIR in relation to these services.**

The EIR specifications in Appendix Five are required due to the online services stated in the scope of work. The purpose of this policy is to provide persons with disabilities the same access to and use of the website and electronic (and information) resources.