HUB SUBCONTRACTING PLAN WAIVER

PROCUREMENT SOLICITATION NUMBER: 65399787

Texas A&M University has determined that there is not a reasonable expectation to subcontract a portion of the award for this procurement, per the steps outlined in the HUB Rules 1, TAC 111.14(a). The university has determined that subcontracting opportunities are not probable for this procurement; therefore, a HUB Subcontracting Plan is not required. The reason(s) for this determination are justified below and will be documented in the purchase order file by the respective buyer.

JUSTIFICATION:

There are no sub-contracting opportunities for Ex Libris (USA) Inc. (Renewal of AB0184278) that are used by the Libraries located on the TAMU campus, for software maintenance plan for Voyager & Oracle DBMS LMS.

Marla E Young, Buyer
Department of Procurement Services

Date

Patty Winkler, Assistant Director
Department of Procurement Services

Date

Dean Erdman, Director
Department of Procurement Services

Date
**General Information**

- **PO/Reference No.**: AB0004166
- **Revision No.**: 1
- **Supplier Name**: EX LIBRIS (USA) INC
- **Purchase Order Date**: 8/17/2010
- **Total**: 187,939.12
- **Owner Name**: Glenda Speelman
- **Owner Phone**: 1 (979) 458-4071
- **Owner Email**: g-speelman@tamu.edu
- **Requisition Number**: 17590403

**Document Status**

- **A/P status**: Open
- **Workflow**: Completed (8/19/2010 10:37 AM)
- **Distribution**: The system distributed the purchase order using the method(s) indicated below the last time it was distributed:
  - **Distribution Date/Time**: 8/19/2010 10:37 AM
  - **Supplier**: Sent To Supplier

**Line Item Status**

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<th>Ext. Price</th>
<th>Supplier Receiving</th>
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Subtotal: 187,939.12 USD

- **Shipping**: 0.00
- **Handling**: 0.00
- **Total**: 187,939.12 USD

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*Note to File: 5/5/11*

Backup in 17590403 - 
*Ex Libris has a Permanent Agreement Dated March 15, 1999. Attached behind P 905828*

P 905828 - 2009-10

AB0004166 2010-11
22082129 2011-12
**Purchased Order**

**Vendor:**

11128790492
EX LIBRIS USA INC
5671 PAYSHERE CIRCLE
CHICAGO, IL 60674

**Note:**

2009-10-P905828
2010-11-AB0004166
77590403

**Vendor Guarantee:**

All terms and conditions set forth in our bid invitation become a part of this order.

**Invoice (in quadruplicate) to agency below:**

**Texas A&M University**
**TAMU Libraries**
**Business Operations, RM. 203E**
**TAMU 5000**
**College Station TX 77843-5000**

**Ship to:**

**Texas A&M University**
**TAMU Libraries**
**Evans Library Annex**
**Receiving Dept. Lamar Street**
**TAMU 5000**
**College Station TX 77843-5000**

**Any Exceptions to Pricing or Description Contained Herein Must Be Approved by the TAMU Purchasing Services Department Prior to Shipping.**

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<td>86,629.29</td>
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**FOB: Destination FRT included**

Terms: N 30

Failure to deliver—If the vendor fails to deliver these supplies by the proposed delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase substitute supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Purchasing Services Dept. of TAMU.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: the undersigned claims an exemption from taxes under Chapter 336, Title 15A, Revised Civil Statutes of Texas, for purchase of tangible personal property classified in the following order: purchased from contractor and/or supplier listed above, or who property is being secured for the exclusive use of the State of Texas.

This order is not void unless signed by the Purchasing Agent.

07/31/2010

[Signature]

Purchasing Agent:
Texas A&M University
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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SERVICE FOR ALL ITEMS TO CONSIST OF THE FOLLOWING:

* ENHANCEMENTS AND UPDATES TO THE SOFTWARE, INCLUDING NEW RELEASES AND UPDATES TO DOCUMENTATION

* SUPPORT VIA TELEPHONE, ELECTRONIC MAIL, TELEFACSIMILE AND/OR IN WRITING AS DEFINED IN APPENDIX C OF PRE-EXISTING AGREEMENT

* CORRECTIONS TO ERRORS AND DEFICIENCIES IN SOFTWARE AS DEVELOPED

TERM:

Services to be provided from 8/1/09-7/31/10

Maintenance may be renewed in accordance with the Endeavor Information Systems, Inc. Permanent Agreement for Computer Software dated March 15, 1999. This Agreement shall automatically be extended for successive renewal terms of twelve (12) months. The pricing escalation for renewals shall be subject to an annual increase not to exceed a) the unadjusted twelve (12) months percent change Employment Cost Index rate factor for total compensation costs for professional, specialty and technical employees as published by the U.S. Department of Labor, Bureau of Labor Statistics plus five percent (5%) for ENDORV's research and development costs, or b) ten percent (10%), whichever is less.

Any resulting purchase order for this support is subject to cancellation, without penalty either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.

Texas A&M University reserves the right to immediate cancellation due to non-performance

Texas A&M University reserves the right to cancellation with thirty (30) days written
notice.

In the event of cancellation the vendor shall pay TAMU the bid price pro-rated for cancelled service from the date specified in a notice of cancellation. Termination of this agreement shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation.

Cancellation with regard to other matters is to be in accordance with the pre-existing Endeavor Information Systems Permanent Agreement for Computer Software, dated March 16, 1999.

All travel expenses related to the services on this bid are to be submitted for reimbursement at actual costs, not to exceed standard State Of Texas per-diem and travel rates.

Information about these rates can be found at the following web address:

http://www.cpa.state.tx.us/comptrol/texasstr.html

The system offered must be warranted against defective materials, workmanship, and failures for at least twelve (12) months. If the manufacturer's standard warranty is for a period in excess of twelve (12) months, the standard warranty shall apply.

VENDOR CONTACT:
NAME: JURRA KEOHE
PH: 847-227-2633
FAX: 847-296-5636
EMAIL: JUTTA.KEOHE@EXLIBRISGROUP.COM

END USER:
NAME: ANNA JANNE
PH: 979-845-5717

VENDOR QUOTE: 4483
VENDOR REF: JUTTA KEOHE
PHONE: 847-296-2200

CC FY ACCOUNT NO. DEPT.
--- --- --------------- ------
02 2009 270970-00000-5521 LIBR 170,078.47

DOCUMENT DATE: 08/12/2009
**TEXAS A&M UNIVERSITY**

**PURCHASE ORDER**

**FILE COPY**

**ORDER DATE:** 08/12/2009

**PO NUMBER:** P905828

**VENDOR:** 11129790492

**EX LIBRIS USA INC**

<table>
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**DEPT CONTACT:** GLENTA SPEELMAN

**PHONE NO.:** 979-845-5717

**SOLE SOURCE REASON:**

**NO OTHER SQF**

**BIDDING VENDOR:**

**EX LIBRIS USA INC**

**JUTTA KEMOK**

170,078.47

0.00

0.00

**PCC CD:**

**TYPE FUND:**

**L TYPE ORDER:** HIRD
March 25, 1999

Donna Hillecot
Endeavor Information Systems, Inc.
2200 E. Devon Ave.
Suite 382
Des Plaines, IL 60018-4505

Donna,

Attached is a fully executed original of the contract with Endeavor and Texas A&M University.

It has been a pleasure working with you and we look forward to further successful working relationships with Endeavor.

Sincerely,

[Signature]
Dean Endler
Contract Administrator