



REQUEST FOR PROPOSAL: RFP# 784-16-15548

**Staffing Services for Advancement & University Relations
at
The University of Houston Downtown**

Deliver Bid Response to:

University of Houston-Downtown
Purchasing Department
Attention: Cory Odstrcil
One Main Street, Suite S-970
Houston, TX 77002

**Posting Date:
November 4, 2015**

**Proposal Due Date:
November 23, 2015 at 3:00 p.m. Central Standard Time**

DO NOT FORGET TO INCLUDE ELECTRONIC VERSION OF BID SUBMISSION

Table of Contents

INTRODUCTION	3
AWARD PROCESS.....	5
PROPOSAL REQUIREMENTS.....	6
GENERAL TERMS AND CONDITIONS.....	9
DESCRIPTION OF SERVICES – GENERAL REQUIREMENTS – SCOPE OF WORK	16
INSURANCE REQUIREMENTS	20
GENERAL INFORMATION QUESTIONNAIRE	21
EVALUATION CRITERIA PROCESS	23
EXHIBITS.....	24



SECTION I INTRODUCTION

1.1 GENERAL:

Founded in 1974, University of Houston-Downtown is an urban university with over 14,400 students and more than 39,000 alumni. UHD is the second largest, four-year, public university in Houston and is a separate university within the University of Houston System. Located in Houston's central business district, UHD offers 45 bachelor's degree programs and eight master's programs.

UHD is one of the most ethnically diverse institutions in the nation and is recognized as a federally-qualified Hispanic Serving Institution (HSI) and a Minority Serving Institution (MSI). In 2015, UHD was one of five universities in Texas to receive the Carnegie Foundation Community Engagement Classification for its commitment to civic engagement.

UHD seeks to develop and expand marketing programs that will increase enrollment of first time in college undergraduates, transfer students, graduate students and returning students. The successful vendor will be able to identify candidates with strong project management experience, the ability to develop timelines, and execute the purchase and placement of media.

In addition, the university expects to expand its presence in local and national news media via promotion of accomplishments of faculty and students, and through human interest stories and development of opinion pieces.

Respondents are encouraged to propose contractual arrangements offering the maximum benefit to the University in terms of (1) services to the University, (2) total overall cost to the University, and (3) project management expertise. Proposers should describe all educational, state, and local government discounts, as well as any other applicable discounts that may be available to the University in a contract for Services.

RESPONDENTS ARE 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 SUBMITTAL DEADLINE:

University will accept proposals until **November 23rd, 2015 at 3:00 p.m. Central Standard Time.** DO NOT USE U. S. Postal Service in submitting your bid.

1.3 UNIVERSITY CONTACTS:

Any questions or concerns regarding this RFP shall be directed to:

Purchasing Coordinator: Cory Odstrcil **Email:** odstrcilc@uhd.edu **Phone:** (713) 221-8607

University specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.



1.4 INQUIRIES AND INTERPRETATIONS:

Inquiries/Questions must be submitted in writing and received no later than close of business **November 12th, 2015 at 5:00pm, Central Standard Time** to Cory Odstrcil at odstrcilc@uhd.edu

Responses to inquiries, which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and posted to the Electronic State Business Daily <http://esbd.cpa.state.tx.us/>. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such in his proposal.

Only those inquiries the University replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by either signing or returning such document(s) or by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals, or shall accompany the proposal.

1.5 PUBLIC INFORMATION:

All information, documentation, and other materials submitted in response to this solicitation are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed and upon successful contract award.

If a proposal includes proprietary data, trade secrets or information the respondent wishes to except from public disclosure, then respondent must specifically label such data, secrets or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled as such will be used by University only for purposes related to or arising out of: (1) evaluation of proposals; (2) selection of a vendor pursuant to the RFP process; and, (3) negotiation and execution of a contract with the selected vendor

1.6 TERM OF CONTRACT:

The term(s) resulting from this RFP will become effective upon signing of a service agreement contract. The University reserves the right to negotiate modification of contract terms and schedules as necessary.

1.7 CANCELLATION:

The University has the right to cancel for default all or part of the undelivered portions of this Contract if the Contractor breaches any of the terms including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the University may have in law or equity.

1.8 TERMINATION:

The performance of work under this Contract may be terminated by the University in accordance with this provision. Termination of work shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Under no circumstances will the Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.



The University may terminate the Contract, without penalty, without cause by giving thirty (30) days' written notice of such termination to the Contractor.

SECTION II AWARD PROCESS

2.1 BASIS OF AWARD:

A contract may be issued based on the proposal(s) considered the most advantageous to the University. University reserves the right to make a split award or multiple awards.

2.2 CONTRACT AWARD PROCESS:

An award for the services specified herein will be made following a procedure using Request for Proposals.

- A. Proposals will be opened publicly to identify the names of the Respondents, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or, at the University's sole option and discretion, the University may discuss or negotiate all elements of the proposal with selected Respondents who represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).
- B. After the submission of a proposal but before making an award, the University may permit the bidder to revise the proposal in order to obtain the best final offer. The University may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. The University will provide each bidder with an equal opportunity for discussion and revision of proposals. Further action on proposals not included in the competitive range will be deferred pending an award, but the University reserves the right to include additional proposals in the competitive range if deemed in the best interest of the University.
- C. University reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the University and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the University and to temporarily or permanently abandon the procurement. If the University awards a contract, it will award the contract to the respondent, whose proposal is the most advantageous to the University, considering price and the evaluation factors set forth in this RFP. The contract file must state in writing the basis upon which the award is made.

2.3 OTHER FACTORS FOR SELECTION:

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous. The University is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the University as determined by the University. The University personnel will evaluate proposals.



2.4 RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY:

Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that the University must make some subjective judgments during the evaluation process.

2.5 COMMITMENT:

Respondent understands and agrees that this RFP is issued on the anticipated need for requested services and that the University has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent, which arises from Respondent's performance hereunder, shall be at the sole risk and responsibility of Respondent.

2.6 KEY EVENTS SCHEDULE:

Posting of RFP for public bidding (ESBD)	November 4, 2015
Inquiries and Interpretations Deadline	November 12, 2015 @ 5:00 p.m. CST
Q and A addendum posting to ESBD	No later than November 17th, 2015
Proposal Submittal Deadline	November 23, 2015 at 3:00 p.m., CST
Anticipated Award	TBD
Anticipated Start Date	December 15, 2015

The system will be closed in observance of the following holidays:

Thanksgiving
November 26-27, 2015

SECTION III PROPOSAL REQUIREMENTS

3.1 GENERAL INSTRUCTIONS:

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the University.

University will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Respondents submit proposals at their own risk and expense. Proposals, which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by the University, at its option.

Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the University's needs.



University makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting contract when deemed to be in the University's best interest. Representations made within the proposal will be binding on responding firms. The University will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP. Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section VI). The returned form should indicate your company's name and include the words "No-Response" in the right-hand column. Failure to comply with the requirements contained in this RFP may result in the rejection of your proposal.

3.2 EXECUTION OF OFFER:

All vendors must certify their eligibility to participate in the proposed contract by completing, signing, and returning the Execution of Offer document with the proposal. See **Exhibit A** at the end of this document. Failure to include a completed and signed Execution of Offer with the proposal will automatically disqualify the proposal.

3.3 HISTORICALLY UNDERUTILIZED BUSINESS PLAN:

In accordance with the State of Texas policy of encouraging the use of Historically Underutilized Businesses ("HUBs") in state procurement, the University shall make a good faith effort to utilize HUBs in contracts for construction, goods and services. Owner strives to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities. Therefore, any businesses that contract with Owner are required to make a good faith effort to award necessary subcontractors to HUBs in accordance with the Comptroller of Public Accounts ("CPA") Texas Administrative Code ("TAC") Title 34, Part 1, Chapter 20, subchapter B. **A HUB Subcontracting Plan ("HSP") is required to be provided with this Solicitation if the cost is expected to exceed \$100,000.00.** See **Exhibit B** at the end of this document. Additional information about the HSP can be found on the CPA website, <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>. Possible subcontracting opportunities may include but not limited to scope of services identified in the Project. If you have any questions related to completing the HSP, Lorena Sanchez, Purchasing/HUB Program Manager at (713) 221-8561 or via sanchezl@uhd.edu. Failure to include a completed and signed HUB Subcontracting Plan with the proposal will automatically disqualify the proposal.

3.4 RESPONSES TO QUESTIONNAIRE:

Responses to this RFP should consist of answers to required questions in Section VII General Information Questionnaire. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

3.5 NUMBER OF COPIES & SUBMITTAL FORMAT:

Submit **one (1) clearly marked original, one (1) paper copy and One (1) electronic copy in a memory drive (USB)** of the proposal including any supplemental printed material referenced with the, **"RFP 784-15-15548 Staffing Services for Advancement & University Relations"** must be



submitted and received in the University's Purchasing Office on or before the time and date specified, pursuant to Subsection 1.2 and delivered to:

University of Houston-Downtown
Purchasing Department
Attention: Cory Odstrcil
One Main Street, Suite S970
Houston, TX 77002

NOTE: ALL ELECTRONIC DOCUMENTS MUST BE SUBMITTED IN PDF FORMAT & ATTACHED TO BID RESPONSE. The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; and name and the return address of the Respondent must be clearly visible.

3.6 LATE PROPOSALS:

Late proposals will not be accepted or considered under any circumstance.

3.7 TELEPHONE/FAX PROPOSALS:

Facsimile ("FAX") proposals are not acceptable when in response to this RFP.

3.8 ALTERNATE PROPOSAL:

University may consider alternate proposals submitted by qualified responsive firms in determining an award. Respondents submitting alternate proposals shall clearly identify any exceptions taken to the requirements listed herein, and include a detailed description of the alternate(s) proposed. Respondent(s) may suggest additions to the requirements with respect to scope of work or services performed. All such suggestions shall be clearly defined. Alternate proposals shall be submitted as an attachment to your base proposal (RFP) package.

3.9 WITHDRAWAL OR MODIFICATION:

No proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by the University, which shall be based on Respondent's submittal, in writing, of a reason acceptable to the University.

3.10 VALIDITY PERIOD:

Proposals are to be valid for the University's acceptance for a minimum of 120 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Contract. At the end of the initial one-hundred-twenty (120) day validity period, proposals will automatically roll over for an additional one-hundred-twenty (120) day period unless otherwise specified in writing by Respondent.

3.11 TERMS AND CONDITIONS:

The General Terms and Conditions (ref. Exhibit A) shall govern any contract issued as a result of this solicitation (RFP).



All Respondents must comply with the requirements listed on Section III Proposal Requirements, Section V Description of Services, and Exhibit A Execution of Offer herein. In the event there is a conflict expressed in this document, the provision-requiring respondent to supply the better quality or greater quantity shall prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

1. **Description of Services**
2. **General Terms and Conditions**
3. **Execution of Offer**

By signing the Execution of Offer (Section VI) and submitting a proposal, Respondent certifies that any attached or referenced terms, conditions, or documents are applicable to this procurement only to the extent that they do not conflict with the statutes or Administrative Code of the State of Texas, or the advertised terms and conditions, and that they do not impose additional requirements on the University.

3.12 SUBMITTAL FORMAT:

Respondents are instructed to complete, sign (if required), and return the following documents in the following order as their proposal submittal.

Table of Contents	
Section 1).....	Responses to Respondent's Questionnaire (Reference RFP Section VII)
Section 2).....	Signed and Completed Execution of Offer (Reference RFP Exhibit A)
Section 3).....	Response to Description of Services (Reference RFP Section V)
Section 4).....	Additional/Miscellaneous Information

SECTION IV GENERAL TERMS AND CONDITIONS

4.1 GENERAL:

These General Terms and Conditions are an example of what may be a part of any contract which may be awarded resulting from this RFP. Irrespective of those contained in this RFP, the University reserves the right to require additional or modified contract terms and conditions with the successful entity that are in the University's best interest.

4.2 DEFINITIONS:

Whenever the following terms are used in these General Terms and Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

Contract Documents shall mean the documents that form the Contract between the University and the Contractor. The Contract Documents consist of the Agreement or Purchase Order

Conditions of the Contract (this Section 4 - General Terms and Conditions, and any Additional or Special Conditions issued for this RFP), Specifications, Pricing and Delivery Schedule, Execution of Offer, Respondent's Questionnaire, and all Addenda and Amendments issued prior to and after the execution of the Contract.



University shall mean The University of Houston Downtown campus.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Contractor shall mean the individual, partnership, corporation, or other entity awarded a Contract for requested services under this RFP, in accordance with the terms, conditions, and requirements herein.

Project shall mean the complete undertaking by Contractor to provide the goods and/or services contemplated by the Contract.

4.3 ENTIRE AGREEMENT:

The Contract Documents, for all intents and purposes, are intended as the complete and exclusive statement of the agreement between the University and the Contractor and supersede all prior or contemporaneous agreements, negotiations, course of prior dealings, or oral representations relating to the subject matter hereof. The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with, or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect, nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

4.4 TIME OF PERFORMANCE:

Time is of the essence in the rendering of services hereunder. Contractor agrees to perform all obligations and render services set forth per this Contract in accordance with the schedules herein and as mutually agreed upon between the University and Contractor during the term of this Contract.

4.5 DEFAULT:

In the event that the Contractor fails to carry out or comply with any of the terms and conditions of the Contract with the University, the University may notify the Contractor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Contractor fails to remedy such failure or default within the ten (10) day period, the University shall have the right to cancel the Contract.

Without limiting the foregoing, the following shall constitute a material breach by the Contractor, upon the occurrence of which the Contractor shall immediately notify the University; the Contractor ceases its business operation, makes a general assignment for the benefit of creditors, is adjudged bankrupt, becomes insolvent, buyout or merger, or non-compliance to governmental requirements.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by the University shall not limit any other right or remedy available to the University at law or in equity.



4.6 FINANCIAL REPORTS AND PAYMENT:

- A. All financial invoices due to the University shall be received no later than 30 calendar days after the close of each accounting/calendar period.
- B. University shall have the right to verify the details set forth in Contractor's invoices, either before or after payment to the University by reasonable actions.

4.7 CONTRACT AMENDMENTS:

The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the University's Office of Auxiliary Services for prior review and approval.

4.8 INDEPENDENT CONTRACTOR STATUS:

Contractor recognizes that it is engaged as an independent contractor and acknowledges that the University will have no responsibility to provide transportation, insurance, taxes or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the University by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

4.9 GENERAL RULES AND PROCEDURES FOR PURCHASING:

Respondent shall comply with Texas Government Code Section 2155.004 provision regarding conflicts of interest, prohibition on certain bids and contracts, and anti-trust laws.

A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.

Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

4.10 UNIVERSITY'S RIGHT TO AUDIT:

At any time during the term of this Contract and for a period of four (4) years thereafter the University or a duly authorized audit representative of the University, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the University reveals any errors/overpayments by the University, Contractor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University, at its option, reserves the right to deduct such amounts owing the University from any payments due to the Contractor.



4.11 ACCESS TO DOCUMENTS:

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, and their duly authorized representatives.

4.12 TITLE AND RISK OF LOSS:

For goods to be provided by Contractor hereunder, if any, the title and risk of loss of the goods shall not pass to the University.

4.13 ACCEPTANCE OF PRODUCTS AND SERVICES:

All products furnished and all services performed under this Contract shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the Contract. The University reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

4.14 SALES AND USE TAX:

Section 151.311, Tax Code permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities such as UH System.

4.15 INSURANCE:

- A. For any Contract that requires the Contractor to be on one of the campuses of the University of Houston System, the Contractor shall, prior to commencement of work, provide the University with Certificates of Insurance detailed in **Section VI** and shall maintain such coverage in effect for the full duration and possible renewals of the Contract.
- B. Contractor shall deliver to the University:
 1. Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by Contractor hereunder from or after the date of any agreement or purchase order; and Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance.
 2. Such Certificates shall name the University as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the University.
 3. The insurance policies required in this RFP shall be kept in force for the periods specified below:
 - i. Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Contractor;
 - ii. Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by the University in writing.



C. Contractor shall provide the University a full and complete copy of any insurance policy promptly upon request by the University, and without charge to the University.

4.16 INDEMNIFICATION:

Contractor agrees to hold UH System, the University of Houston Downtown, its regents, officers, agents and employees harmless and free from any loss, damage, or expense arising out of any occurrence relating to this Contract or its performance and will indemnify UH System and the University, its regents, officers, agents, employees, and students and assigns against any damage or claim of any type arising from the acts or omission (including negligence) of the Contractor, its agents, employees, subcontractors, and/or assigns.

A. CONTRACTOR SHALL PROTECT AND INDEMNIFY THE UNIVERSITY FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER OR THE USE BY CONTRACTOR, OR BY THE UNIVERSITY AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, THE UNIVERSITY SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE UNIVERSITY'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, THE UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

B. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

4.17 FORCE MAJEURE:

If either the University or Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

4.18 CONFLICTS OF INTEREST:

It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the State.



Respondent shall also disclose:

- A. Any relationship, whether by relative, business associate, capital funding agreement or by any other such kinship which exists between respondent and an employee of any UH System component.
- B. Whether respondent has been an employee of any UH System component within the immediate twelve (12) months prior to the RFP response.
- C. Whether any member of the Board of Regents of the University, or the Executive Officers of the University or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

All such disclosures will be subject to administrative review and approval prior to the University entering into any contract with respondent.

4.19 NON-DISCLOSURE:

Contractor and the University acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.

Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or the University, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.20 PUBLICITY:

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

4.21 SEVERABILITY:

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

4.22 NON-WAIVER OF DEFAULTS:

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements thereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement therein contained.



4.23 ASSIGNMENT:

The agreement with Contractor is a personal service contract for the services of Contractor, and Contractor's interest in such agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by the University.

4.24 ASSIGNMENT OF OVERCHARGE CLAIMS:

Contractor hereby assigns to the University any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.25 PATENT AND COPYRIGHT:

Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.

4.26 TEXAS PUBLIC INFORMATION ACT:

University considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFP information.

4.27 FREEDOM OF ACCESS AND USE OF FACILITIES:

The Contractor's employees shall have reasonable and free access during normal business hours to use only those facilities of the University that are necessary to perform services under this Contract and shall have no right of access to any other facilities of the University.

4.28 OBSERVANCE OF UNIVERSITY RULES AND REGULATIONS:

Respondent agrees that at all times its employees will observe and comply with all policies and regulations of the University while on University premises, including but not limited to parking, safety and security regulations.

4.29 SECTION HEADINGS:

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFP.

4.30 NOTICES:

Any notices required or permitted to be given shall be in writing and effective upon receipt and shall be sent by certified mail, return receipt requested, postage pre-paid, addressed as follows:

University of Houston Downtown
Purchasing Office
One Main Street, Suite 970-South
Houston TX 77002



4.31 GOVERNING LAW:

This Contract, including, without limitation, this RFP and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

4.32 ANTI-TRUST LAWS:

Respondent shall certify that neither the respondent nor the firm, corporation, partnership or University represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in the Texas Free Enterprise and Antitrust Act set forth in Chapter 15 of the Business and Commerce Code, or the Federal antitrust laws, nor have they directly or indirectly communicated the bid to a competitor or other person engaged in the same line of business.

4.33 CERTIFICATION OF FRANCHISE TAX STATUS:

Respondents are advised that UH System cannot pay vendors who are delinquent in paying state franchise taxes pursuant to Texas Government Code Chapter 2107.008. A corporate respondent shall certify that it is not currently delinquent in the payment of, is exempt from, or is an out-of-state corporation that is not subject to any State of Texas franchise taxes. The respondent agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

4.34 DELINQUENCY IN PAYING CHILD SUPPORT:

Under Section 231.006, Texas Family Code, a child support obligor who is more than 30 days delinquent in paying child support, and a business entity in which the obligor is a sole proprietor, partner, shareholder, or University with an University interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services; or receive a state - funded grant or loan until all arrears have been paid; or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

The respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

SECTION V

DESCRIPTION OF SERVICES-GENERAL REQUIREMENTS - SCOPE OF WORK

5.1 GENERAL REQUIREMENTS:

UHD seeks the services of a qualified vendor to provide staffing services for the Advancement and University Relations division at the University of Houston Downtown. The Marketing Manager will serve as lead project manager for marketing campaign development, directing marketing related activities for specific programs as assigned. The Public Relations Manager will develop a media relations plan to nurture an effective internal and external campaign to inform the public of the programs and achievements of the University. Both roles directly contribute to marketing the University, enhancing its image in the community, strengthening relationships with various constituencies, and driving student recruitment.



Class-item: 962-69

5.2 SERVICES TO BE PERFORMED:

Marketing Manager

Job Summary: Serves as lead project manager for marketing campaign development, directing marketing related activities for specific programs assigned.

Job Responsibilities

- Develop and execute a comprehensive marketing strategy for student enrollment, may include undergraduate, transfer and graduate degree programs.
- Develop multi-channel marketing campaigns through discerning customer segmentation, competition offerings and benefits analysis to reach targeted customer segments.
- Work closely with all levels of administrators and staff internally to communicate campaign strategy, messages, expectations and results.
- Plan, negotiate and purchase media for campaigns. Working closely with business administrator, monitor contracting, invoicing and payment processing, maintaining sensitivity to university policies
- Work with various departments (IT, admissions and other internal groups) to implement tracking of marketing campaigns and make adjustments as needed to insure goals are met.
- Document and report success of campaigns periodically throughout campaign cycle. Present campaign successes or modifications mid-cycle to upper level management.
- Complete final documentation of campaign success with recommendations on improving the campaign strategy for the next recruiting cycle.

REQUIREMENTS

Education: Baccalaureate Degree in Marketing, Communications, Graphic Design, or related field.

Experience: Minimum of five (5) to seven (7) years in campaign management, marketing or creative project management. Able to interface with executive leadership within large, complex institutions with multiple internal clients and diverse goals and objectives.

Public Relations Manager

Job Summary: Develop a media relations plan to nurture an effective internal and external campaign to inform the public of the programs and achievements of the University, its faculty and administrators, students, alumni and donors.

Job Responsibilities

- Create and implement strategic communications and publicity plans for the university.



- Develop and foster relationships with media professionals. Serve as primary point of contact for media, linking administrative leadership, faculty experts and other members of the university community with media to promote the university.
- Identify and cultivate faculty experts who will respond to media requests for interviews and information.
- Prepare, write, edit and distribute news releases, feature articles, op/eds, story ideas, photographs and videos to media representatives regarding University accomplishments and events.
- Assist with researching and writing materials for publications, as needed. Includes University magazine, internal newsletter, industry publications, marketing brochures and other documents.
- Monitor and analyze coverage via media monitoring software. Coordinate updating and maintaining electronic news distribution channels.
- Research, write and edit talking points and speeches for University president. Assist in the development and planning of emergency communications.

REQUIREMENTS

Education: Prefer Baccalaureate Degree in Communications, Business or related field.

Experience: Minimum of three (3) to five (5) years in media relations, public relations or related field. Experience in large, complex organization with multiple internal clients and demands.

5.3 INTELLECTUAL PROPERTY

Both the selected vendor and UHD recognize and acknowledge that it is essential to protect the respective ownership and confidentiality of all such intellectual property, customer lists, video material, and other resource material for the UHD MBA Program. Therefore, UHD agrees to hold all intellectual property, customer lists, copyrighted material and other resource material provided by the selected vendor in connection with the UHD MBA Program in trust and confidence. UHD also expressly agrees that it will not use or allow the use of any such material without the express written consent of the selected vendor.

5.4 ORAL PRESENTATION/WRITTEN CLARIFICATION:

As part of the evaluation process, the University reserves the right to request the Respondent to provide written clarification or make a formal, oral presentation. The UHS point of contact as identified within this RFP shall request the written clarification or schedule any presentations required. Each Respondent should be prepared to discuss and substantiate all areas of its proposal. This is a fact finding and explanation session only and does not include negotiation. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Respondents. The Respondent shall be responsible for all of its costs associated with the presentation. Oral presentations are an option of the University and may or may not be conducted with none, some or all of the respondents.



5.5 PAYMENT & FEES:

UHD will be responsible for paying campaign media cost directly to the media outlet and will pay the selected vendor a dedicated project fee based on billing terms agreed upon between vendor and UHD.

5.6 PAYMENTS:

Payments will be made no later than 30 calendar days of invoice receipt which are based on set-up, subscription, market research services and analyzing fees. Invoices must include an itemized description of services based on services agreement. University shall have the right to verify the details set forth in the Contractor's invoices, either before or after payment to the University by reasonable actions.

6 REFUNDS:

The University will establish per terms of contract.

7 TAXES:

The Contractor will comply and pay all taxes applicable under Federal, State and local laws for the operation software license.

8 INSURANCE AND LEGAL REQUIREMENTS:

The Contractor must carry applicable insurance and provide annual certificate of coverage to the Contract Coordinator. The Contractor must comply with all applicable permits and licenses and all requirements of applicable laws, regulations, and standards required for the operation of software license.

9 COMPLIANCE WITH UNIVERSITY OF HOUSTON DOWNTOWN PREMISE RULES:

The Contractor agrees that at all times its employees will observe and comply with all policies and regulations of the University, including but not limited to parking, safety and security regulations. This contract requires compliance with all University regulations and practices for services provided on the University premises. The Contractor, its agents, employees or subcontractors are made aware of, fully informed about, and in full compliance with its obligations under the following regulations, unless otherwise exempt:

- The Contractor shall comply with all applicable rules including without limitation, those relative to environmental quality, safety, fire prevention and noise.
- The University is a smoke-free institution. Smoking, is prohibited in any University building or facility unless otherwise posted.
- The Contractor has the right to use but shall have no right of access to any other facilities.
- The Contractor is responsible to ensure all its employees, personnel, or representatives entering onto UH facilities abide by these provisions.



10 TRANSITION PLAN:

The Contractor (including the incumbent) shall submit a transition plan addressing whether transition would be on a designated date or in predetermined time phases.

11 SPECIAL SERVICES:

The Contractor should propose any special services such as scholarship funds, special promotions or product availability for donations during the term of the contract.

**SECTION VI
INSURANCE REQUIREMENTS**

Required Coverage: For the duration of the agreement, for any renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Vendor shall obtain, at its sole expense and at no cost to the University, the following coverage and shall maintain such coverage in full force and effect:

- A. Workers' Compensation and Employers Liability. Workers' Compensation covering all individuals who provide Services pursuant to the agreement at the request of the Vendor, at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Texas; Employer's Legal Liability in amounts of not less than five hundred thousand dollars (\$500,000) per accident, five hundred thousand dollars (\$500,000) for disease (policy limit), and \$500,000 for disease (per person).
- B. Commercial General Liability: Commercial General Liability, including operations, contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
- C. Automobile Liability: Commercial Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000); and
- D. Professional Liability: (For Professional Services only) Professional Liability Insurance of not less than one million dollars (\$1,000,000) per occurrence

Insurance Endorsements. The University shall be an Additional Insured on the Commercial Liability and Automobile Liability policies. The Workers Compensation Policy shall list the University as an Alternate Employer. Subrogation against the University must be waived for all policies.

Effect of Indemnification Obligations. No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Vendor in accordance with requirements set forth in the Contract.



SECTION VII GENERAL INFORMATION QUESTIONNAIRE

Please answer the following questions as a part of your proposal response. Type the question before your answer. In answering a question, you may refer to other sections or exhibits of your proposal by reference to the page where the information may be founded. If the answer to one question appears in the answer to another, you may refer to your other answer. Answers should be sufficiently detailed to make unnecessary any further inquiries by the University.

Failure to respond completely to any of these questions may result in the entire proposal being rejected.

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your proposal package. Please reference each response by its item number indicated below.

Company Profile

1. Legal Name of the Company:
Address of Office that would be providing service:
Number of years in Business:
Type of Operation (i.e. Individual, Partnership, and Corporation):
Number of Employees:
Annual Sales Volume:
2. A Statement that you will provide a copy of your company's financial statements for the past two (2) years, if requested by the University.
3. Provide a Financial rating of your company and any documentation (such as a Dunn and Bradstreet analysis), which indicates the financial stability of your company.
4. State whether your company is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organizational and directional terms.
5. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the University.
6. 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.
7. Provide a customer reference list of no less than three (3) organizations with which Respondent currently has contracts with and/or has previously provided "Staffing" service of equal type and scope within the past five (5) years. Reference list to include, company name, contact person, and telephone number, contract description, length of business relationship and any special requirements.



8. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any the University employee? If yes, please explain.

Transition to Contract

9. Provide a statement of the transition requirements to implement the contract, any unique benefits, and other considerations. Briefly address the requirements, objectives and activities in Section V.
10. Provide an estimate of the earliest start date following execution of a contract.
11. Submit a work plan with key dates and milestones. Your response should include:
 - a. Identification of tasks to be performed and/or equipment to be provided
 - b. Time frames to perform the identified tasks
 - c. List any compliance requirements and strategies for federal, state and local governmental regulations, insurance requirements including worker's compensation, licenses and permits, if any and any other regulations as appropriate.
12. Describe the strategy and controls that will be utilized to assure products and services provided, pricing and terms, project timeline, maintenance support and training. Include samples of reports and documents if appropriate.
13. What difficulties do you anticipate in serving the University and how do you plan to manage these? What assistance will you require from the University?
14. Describe your company's quality assurance program, what are your company's requirements, and how are they measured?

General Requirements

15. Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
16. Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.
17. Proposer will describe its service support philosophy, how is it implemented, and how Proposer measures its success in maintaining this philosophy.
18. Proposer will describe its quality assurance program its quality requirements, and how they are measured.



Miscellaneous

19. Provide a list of any goods or services not specified in this RFP that your company would provide to the University.
20. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the University selecting your company.

SECTION VIII EVALUATION CRITERIA PROCESS

All proposals will be evaluated by appointed representatives of the University in accordance with the following procedures:

- The Appointed Representatives of the Evaluation Committee will evaluate the vendor written responses on the criteria set forth under General Business Requirements in Section 5. Those responses which pass ALL General Business Requirements will be further evaluated.
- The written responses which have passed the General Business Requirements will be evaluated by the Evaluation Committee on the Criteria listed under Functional Requirements and under Operational Requirements (Section 5.2). A percent value assigned by the Evaluator to each Criteria:
- The Evaluations will take place separately and without discussion among Evaluation Committee members.
- Respondents are strongly encouraged to deliver their responses identifying the criteria listed below and explaining how the service meets or exceeds the criteria (e.g. "Criteria 1 – Our service meets the criteria by providing..."). THIS IS CRITICAL TO THE EVALUATION PROCESS. If possible, responses should be in the same order as the criteria.

<i>Evaluation Criteria</i>	<i>Weights – 100%</i>
Agency specializing in Media, Marketing and Communications	10%.
Houston-based agency, with focus on clients and employees who have relationships in Houston Media and advertising markets	15%
Portfolio of applicants with proven track record in Marketing and Media relations	25%
Ability to identify and place employees with at least three to five years of experience in complex corporate or non-profit settings	15%
References	15%
Five years of experience	10%
Price	10%



**SECTION IX
EXHIBITS**

**EXHIBIT A
EXECUTION OF OFFER**
(See package 2 on ESD)

**EXHIBIT B
HUB SUBCONTRACTING PLAN (HSP)**
(See package 3 on ESD)