

EL PASO COUNTY HOSPITAL DISTRICT D/B/A



**UNIVERSITY MEDICAL CENTER
OF EL PASO**



Request for Proposal

Full Service Advertising Agency Services

RFP # 952-10/11-001

October 3, 2011

REQUIRED SIGNED DOCUMENTS

It is absolutely essential that the following three documents be signed. Failure to complete and sign any of these will result in rejection of your response.

Response Agreement

Conflict of Interest Questionnaire (Submission of an RFP response constitutes doing business)

Public Integrity Disclosure

Also, an electronic version of the RFP proposal (in Microsoft Word™) on CD must be included with your proposal. The electronic copy must be editable and an exact copy of the original paper copy.

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1. OBJECTIVE

The El Paso County Hospital District d/b/a University Medical Center of El Paso (UMC) is seeking responses from entities that are able to provide full-service advertising agency services. The Hospital District intends to enter into an agreement for these services with a single vendor for a period of approximately three years.

2. BACKGROUND

The El Paso County Hospital District is a not-for-profit, community-owned healthcare organization operating in El Paso, Texas, providing acute care services as well as outpatient and primary care services. University Medical Center of El Paso is the largest public hospital located directly on the U.S./Mexico border and it is the only teaching hospital in the West Texas/Southern New Mexico region, affiliated with the Texas Tech University School of Medicine. It also has affiliation agreements with numerous educational institutions in the region and beyond. Accredited by the Joint Commission and licensed for 327 beds, the hospital admits approximately 22,000 patients each year. Approximately 60,000 patients are seen in its Emergency Department annually. The University Medical Center of El Paso also serves as the region's only Level 1 Trauma Center and is a Center of Excellence in Mother/Baby care. One third of all babies born in El Paso County annually are born at UMC of El Paso.

Since 1915, the Hospital District's Mission has been to enhance the health and wellness of the El Paso Community by making high quality, affordable health care services accessible to all, regardless of their ability to pay. Our tradition of respectful service is enriched by our participation in healthcare-related education, research and innovation.

Our Vision is to set the standard for quality as a community healthcare center, providing leadership in integrating a health delivery network dedicated to achieving improved health status, exceptional clinical outcomes, customer satisfaction, and value. In partnership with our patients, Medical Staff, Associates (employees), volunteers, and other community providers, we build upon our clinical strengths to provide a continuum of care that includes health promotion education, disease prevention, and accessible primary, acute and after-care services.

We are committed to C.A.R.E.: to serve our COMMUNITY; to assure ACCOUNTABILITY to our stake holders; to enhance RESPECT AND DIGNITY FOR ALL; and to promote EXCELLENCE IN SERVICE in all we do.

University Medical Center of El Paso is a university-affiliated teaching facility, sharing its campus with the Health Sciences Center of the Texas Tech University School of Medicine. Texas Tech University's Medical School designated UMC of El Paso as its primary teaching facility in 1973. Resident physicians receive post-graduate training in Family Practice, Anesthesiology, Psychiatry, Pathology, Radiology, Surgery, Emergency Medicine, Orthopedic Surgery and Obstetrics. Additionally, Allied Health Career students receive their clinical training at UMC of El Paso through memorandums of agreements with the University of Texas at El Paso, the El Paso Community College, New Mexico State University and 50 other educational institutions.

Twice in the 1990's and again in 2008, UMC of El Paso was recognized as one of the nation's top performing hospitals in a study entitled **100 Top Hospitals: Benchmarks for Success**. The study is done annually to help identify those hospitals that demonstrate superior

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performance on the basis of key measures related to clinical practices, operations and financial management. Since the early 1990's, UMC of El Paso has been designated by the White House as the primary hospital to provide medical care to the President and Vice President of the United States should it be needed during their visits through the region.

3. SCOPE OF SERVICES

The El Paso County Hospital District intends to launch a multi-media, bi-lingual advertising campaign related to the completion of its \$315 million campus makeover and the many new programs and services made possible by the expansion, including El Paso's first and only hospital just for women and newborns. The District has also recently opened an all-new Level I Trauma Center, doubled the size of its Emergency Department, built all-new ORs, added additional high tech imaging services, expand its cardiovascular surgery program, is converting all patient rooms to private accommodations, and the city's first-ever, separately licensed Children's Hospital will open on our campus in FY 2012.

UMC anticipates commencing a professional relationship with a full-service advertising agency during the first quarter of fiscal year 2012, which commences on October 1, 2011. Agencies should specify the earliest date on which service can begin. (For additional information about the District, please visit our website at www.umcelpaso.org)

The following full-service advertising agency services shall be performed:

1. Development
2. Production
3. Media placement of traditional advertising venues, including radio, print, outdoor and television.
4. Enhancement of social media presence

Additionally, strategies for community events are contemplated.

All qualified agencies shall be given an opportunity to present a proposal describing their creative approach to a multi-media advertising campaign on the following topic:

El Paso's First and Only Hospital for Women/Newborns

(NOTE: This specific topic is not the entire account focus, merely one aspect of it.)

Please include a description of your services that will enable you to accomplish the expected scope of services outlined above. Indicate steps or phases of service, what specific objectives will be met and how those objectives are to be measured. Include a description of specific methodologies and materials to be used.

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4. EVALUATION FACTORS FOR AWARD

All proposals should include an Executive Summary and brief description of your organization's history and accomplishments.

A. Organizational Profile (3 points)

1. Name
2. Address
3. Key agency contact(s) and telephone number(s)
4. Agency history
5. Agency philosophy
6. Total employees
7. Annualized capital billings

B. Personnel Information (3 points)

1. Profile of owners and principals
2. Profile of the account team that would handle the District's account, designating the account supervisor and account executive.
3. Professional accreditations of the agency and personnel
4. List of community organizations with which the agency and/or staff have been involved in the last two years and the type of involvement.
5. Awards and honors by agency and personnel.

C. Capabilities (20 points)

1. Branding or identity development
2. Campaign strategy
3. Research
4. Art and production computerization
5. Media buying
6. Video production (please provide disk of video productions produced by your agency (3 to 10 minutes). Examples of healthcare-related work preferable.
7. Bilingual communications

D. Creative Approach to Specific Topic Noted Above (50 points)

E. Community Outreach (3 points)

Please supply a list of community organizations with which your agency and personnel are involved and provide a description of a goodwill project you implemented.

F. Medical/Health Care Experience (8 points)

Please tell us about your agency's experience in the development and implementation of campaigns and strategies in the medical/healthcare field including, but not limited to:

1. Branding
2. Public awareness/education on health topics
3. Medical/health care services

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4. Physician services
5. Health insurance

G. Clients (3 points)

Please provide a complete past and current client list and note which individuals we could call for a reference.

H. Budget (10 points)

In fiscal year 2012 (which ends on September 30, 2012), UMC has budgeted \$295,000 to develop, design, produce and implement this multi-media awareness campaign, which is expected to include:

1. Radio
2. Newspaper
3. Outdoor
4. Television
5. Social Media

UMC will **NOT** provide compensation for the following services:

1. Billing agency overhead or agency personnel services (Media placement shall be accepted as sole compensation for such items).
2. Out-sourced projects.
3. Faxes
4. In-town delivery costs
5. Copies

The selected Agency shall complete timely, accurate estimates on all projects and obtain written approval prior to commencement of all projects. Unless previously agreed to in writing, there shall be no additional billing allowed on already agreed to project costs. In-house typesetting, electronic output and color keys will be negotiated. No services shall be subcontracted without prior written consent of UMC.

Please provide a budget specifying how funds will be allocated for the scope of services outlined above.

I. Summary

Factors	Weight
Organizational Profile	3
Personnel Information	3
Capabilities	20
Creative Approach to Specific Topic Noted Above	50
Community Outreach	3
Medical/Health Care Experience	8
Clients	3
Budget	10

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5. FEATURES

All areas enumerated below must be addressed. Any section or questions left unanswered shall make the response incomplete and such response shall not be considered.

1. Executive Summary, including a brief description of your organization's history and accomplishments.
2. Scope of Services, to include a description of services to accomplish the expected scope of services outlined above. Indicate steps or phases of service, what specific objectives will be met and how those objectives are to be measured. Include a description of specific methodologies and materials to be used.
3. Proposals. This section should present the vendor's Proposals, experience, and performance in meeting the requirements stated herein, and must include:
 - a. Full Facility Name, Address, and Telephone Numbers(s).
 - b. Current organizational profile, with summary of Proposals of key individuals.
 - c. List of references.
 - d. Cost Proposals.
 - e. **Responses must include proposed terms and conditions associated with the equipment component of your response and all related items (software, license fees, service contract, etc.).**
4. **Signatures. Required signed documents**

It is absolutely essential that these three documents be signed. Failure to execute any of these will result in rejection of your response.

- a. Response Agreement**
- b. Conflict of Interest Questionnaire**
- c. Public Integrity Disclosure**

5. Selection Timetable

A. This table is tentative and subject to change.

Item	Target Date For Completion
RFP Issued	October 3, 2011
Written Comments Deadline	October 28, 2011 by 5:00 pm MDT
Responses Due	November 14, 2011 by 12:00 pm MDT

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B. Offerors may be asked to participate in one or more of the following steps:

1. It is estimated that the overall evaluation/selection process may take from three (3) to six (6) weeks.
2. Offerors will be asked to provide references and assist with the coordination of reference call checks upon request.
3. Offerors will be asked to make contract negotiation decisions promptly and within short notice.

C. Any questions or concerns about the timetable should be communicated in writing immediately upon receipt of the RFP. (No phone calls.)

D. Failure to meet the delivery dates as outlined above may be basis for disqualifications of your proposal.

6. PROCEDURE

PLEASE NOTE:

Deviation from any of the following procedures may result in rejection of proposals submitted which contain such deviation(s).

Please pay special attention to the items highlighted below.

A. Submission of Proposal

1. All RFP will be issued by the Materials Management department of University Medical Center of El Paso. All responses must be received by that department.
2. **All communications** regarding the RFP must be clearly marked on the outside of the envelope / package to indicate: **“Full Service Advertising Agency Services RFP # 952-10/11-001”**

All proposals must be sent in a sealed envelope / package to:

Liliana Guerrero
RFP Purchasing Specialist
University Medical Center of El Paso
4815 Alameda Avenue, El Paso, TX 79905

3. Manuals or other bound documentation that supports claims of capability should accompany the response but may be packaged separately. **Six (6) copies** of the response must be submitted, along with one **(1) electronic version of the RFP proposal (in Microsoft Word™) on CD**. One copy must have original signatures, labeled **“Original”** and the rest of the copies may have photocopied signatures. **The electronic copy must be editable and an exact copy of the original paper copy.**

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4. Responses must be mailed, express mailed or hand-delivered. No faxed or emailed copies of responses will be accepted. All materials must be submitted by the deadline. All material submitted in response to this RFP will become property of University Medical Center of El Paso.
5. Responses and all supporting documentation, if any, must be received on or before **12:00 p.m. (MDT), November 14, 2011.** The offeror assumes all responsibility for the timely receipt of the RFP response. **LATE PROPOSALS, REGARDLESS OF DELIVERY MEANS, WILL NOT BE ACCEPTED.** Our experience with premium delivery service in El Paso, TX, is that on-time delivery is not consistent for over night shipments. As stated above, acceptance of responses is contingent upon their arrival at our facility by the date/time stipulated. We assume no responsibility for the performance of the carrier you select.
6. **LATE PROPOSALS, REGARDLESS OF DELIVERY MEANS, WILL NOT BE ACCEPTED.** Our experience with premium delivery service in El Paso, TX, is that on-time delivery is not consistent for overnight shipments. As stated above, acceptance of responses is contingent upon their arrival at our facility by the date/time stipulated. We assume no responsibility for the performance of the carrier you select.
7. Offerors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals. Offerors assume the risk for the method of delivery chosen. The Hospital District assumes no responsibility for delays or delivery failures caused by a delivery service. Actual or electronic “postmarking” of a communication or proposal to The Hospital District by a deadline date, shall not substitute for actual receipt of a communication or proposal by The Hospital District.
8. **An Officer of the responding company must sign the Response Agreement AS IS, DO NOT change or retype the form. If for any reason, our specifications and/or Response Agreement are altered in the response, University Medical Center of El Paso may reject the proposal and the respective offeror may not be considered.** An authorized agent of the offeror must sign the Response Agreement.
9. Offerors may not engage in “private communications” with any member of the Board of Managers of the El Paso County Hospital District or members of the El Paso County Commissioner’s Court regarding this RFQ/RFP from the date of issuance of the RFQ/RFP until the procurement process is complete and a contract has been negotiated with the selected offeror. Private communication means any communication other than communications that take place at a posted meeting of the full Board of Managers/Commissioner’s Court, or a meeting of a committee of the Board of Managers/Commissioner’s Court, or a meeting which has been specifically authorized by the Board of Managers/Commissioners Court for the purpose of negotiating with an offeror.
10. The vendor shall provide its standard contract agreement as part of its response to the RFP. At the University Medical Center of El Paso’s discretion, vendor’s responses to this RFP may be incorporated by reference and become part of the contract/agreement. All documentation provided by the vendor as a response to this RFP may be incorporated into the contract. A copy of the University Medical center of El Paso’s Terms and Conditions has been provided as reference.

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11. **State Law requires that responses must include filing a Chapter 176 Conflict of Interest Disclosure. Offerors are REQUIRED to include a completed and signed Conflict of Interest Questionnaire with their proposal.**
12. **To assure public confidence in the integrity of this procurement process and the integrity of the firms and individuals providing services to the Hospital District, each offeror must complete and sign the Public Integrity Disclosure or your response may not be considered.**
13. **The offeror shall provide a copy of its “Standard Contract Agreement” as part of its response to the RFP.** At University Medical Center’s discretion, offeror’s responses to this RFP may be incorporated by reference and become part of the contract/agreement. All documentation provided by the offeror as a response to this RFP may be incorporated into the contract. A copy of University Medical Center’s Terms and Conditions has been provided as reference.
14. **Offeror must complete each section of the RFP in its entirety and in the formats contained within this document.** The offeror shall submit all information and documentation in the order requested in the RFP, even if it is redundant. Any response that is not made in accordance with the terms of the RFP will be rejected. University Medical Center of El Paso shall not be held responsible for searching through responses for the required information and documentation.
15. If the offeror believes that any question in this RFP is unclear or susceptible to more than one interpretation, the offeror must indicate that uncertainty and explain any conditions or assumptions pertinent to the response.
16. Offerors should make every attempt to use terminology in their proposal that is consistent with that of the hospital. Comparable terminology may be substituted where appropriate if the offeror provides clear and concise definitions.
17. The vendor shall submit all information and documentation in the order requested in the RFP, even if it is redundant. Any response that is not made in accordance with the terms of the RFP will be rejected. The University Medical Center of El Paso shall not be held responsible for searching through responses for the required information and documentation.
18. **Responses must include proposed terms and conditions associated with the equipment component of your response and all related items (software, license fees, service contract, etc.).**

B. Submission of Questions

1. All questions / requests must be submitted, in writing, by mail, e-mail, express mail or hand-delivered. University Medical Center of El Paso will send a written response to each offeror that has obtained a copy of the RFP. The Senior Director must receive all written questions / comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Selection Timetable.

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All questions / requests must be directed, in writing, to:

“Questions for:” **Full Service Advertising Agency Services**
RFP # 952-10/11-001”

Liliana Guerrero
RFP Purchasing Specialist
University Medical Center of El Paso
4815 Alameda Avenue, El Paso, TX 79905
lguerrero@umcelpaso.org

2. Any oral, email or other communication regarding this RFP with employees or officials of The Hospital District, other than the individuals mentioned above will be considered unofficial and non-binding. Until award letter notification has been made, all communication regarding this RFP must be directed to the Senior Director of Materials Management.

C. Revisions to the RFP

1. Should any amendments and/or addenda be necessary, all offerors that requested a copy of the RFP will be given the opportunity to respond. Lack of response to any amendment(s) and/or addenda shall make responses incomplete.
2. University Medical Center of El Paso will notify all offerors of amendments(s) and/or addenda, via website (**www.umcelpaso.org**), email or certified mail. Notwithstanding, it shall be the responsibility of the vendors to become informed of any amendment(s) and/or addenda to RFP.

D. Evaluation Process

Selection will be based on how well the responses meet the following criteria:

1. The experience in providing the services demonstrated by the offeror, including the ability to offer all services requested.
2. The extent to which services to be provided meet stated Hospital District requirements, including HIPAA compliance.
3. Contractual terms that would govern the relationship between the Hospital District and the offeror.
4. Best estimated overall cost in relation to the services offered and benefits demonstrated.
5. The number and type of comparable references with positive comments.

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E. Proposal Evaluation

1. All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in the RFP. Only responsive proposals which meet the minimum requirements will be forwarded to the evaluation team for further review.
2. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by The Hospital District, which will determine the proposal most responsive to the requirements stated in this RFP. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFP and any addenda issued.
3. Based on the responses received, offerors may be required to present and/or demonstrate their recommended solution to that evaluation committee.
4. Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning proposal. The Hospital District, at its sole discretion, may elect to select the top scoring finalists to continue to Phase II, for a presentation to help determine final award.
5. Commitments made by the offeror(s) at the presentation, if any, will be considered binding. The score from the presentations will be considered independently, to result in the selection of the offeror.

F. Notification of Selected / Rejected Proposals

1. If a response is accepted, the offeror will be contacted by the individuals afore mentioned.
2. If a response is not accepted, the offeror(s) will be notified in writing after a contract has been executed with the selected offeror.

G. General Terms and Conditions

1. The El Paso County Hospital District reserves the right to accept or reject any or all parts of any response for any reason whatsoever. The Hospital District further reserves the right to reject any and/or all responses.
2. The Hospital District assumes no responsibilities for any costs incurred during the preparation of the response by the offeror.
3. El Paso County Hospital District reserves the right to negotiate final terms and conditions of the proposal and the resulting agreement.
4. El Paso County Hospital District reserves the right to award or cancel this process at any time.
5. El Paso County Hospital District is not bound to accept the lowest quote, nor any proposal submitted.

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H. Proprietary Information / Public Disclosure

1. Materials submitted in response to this competitive procurement shall become the property of The Hospital District.
2. Any information in the proposal that the offeror(s) desire to claim as proprietary and exempt from disclosure must be clearly designated. The page must be identified and the particular exception from disclosure must be clearly identified by the word “Confidential” printed on the lower right hand corner of the page.
3. The Hospital District will consider an offeror’s request for exemption from disclosure; however, The Hospital District will make a decision predicated upon applicable laws.
4. Marking the entire proposal exempt from disclosure will not be honored. The offeror must be reasonable in designating information as confidential.
5. Non-proprietary information in response to this RFP will be subject to public disclosure once the award is made and the contract signed with selected offeror.

I. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in The Hospital District’s contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State, and Local Laws; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with The Hospital District.

J. Statement of Omissions and Deviations

Offeror shall provide a full description of any omissions or deviations from the requirements set forth in the RFP and the reasons why the omissions or deviations are in the best interest of University Medical Center of El Paso. The effect of any omissions or deviations on the total cost shall be included. If there are no omissions or deviations from the RFP, the Respondents shall state the following:

“The proposal contains no omissions or deviations from the RFP.”

University Medical Center of El Paso reserves the right to disqualify any proposal that contains any omissions/deviations (to include offeror declining to provide on-site presentations and/or demonstrations) if in University Medical Center’s sole determination, it is decided that such omissions/deviations impact the overall goal for which this RFP was intended.

Additionally, the respondent may optionally list and explain any additional tasks, products or services that are proposed or recommended along with the associated cost, deliverables, and timetable to be undertaken that are not specified in this RFP. Any additional elements should be clearly delineated and cost estimates presented separately so that University Medical Center of El Paso may consider the value added and distinguishes such elements from the required components in the RFP.

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7. RESPONSE AGREEMENT

In exchange and consideration of this Request for Proposals (hereinafter “RFP”) by the El Paso County Hospital District d/b/a University Medical Center of El Paso (hereinafter “The Hospital District”),

_____ agrees that:
(Name of Offeror)

1. This response will become the property of The Hospital District and may be evaluated by any employee, consultant, or agent of The Hospital District.
2. The Hospital District reserves the right to proceed or not to proceed with plans to obtain services. The Hospital District further reserves the right to accept or reject any or all parts of the response to this RFP.
3. All proprietary information provided in response to this RFP will be treated as confidential to the extent permitted under the Texas Public Information Act. Non-proprietary information in response to this RFP will be subject to public disclosure once the award is made and the contract signed with the selected Offeror. Offeror shall designate which portions of the Response/Agreement it considers to be proprietary.
4. All information in this response may be modified or changed only after notification of and approval by The Hospital District.
5. This RFP is to be kept confidential to the extent permitted under the Texas Public Information Act. Information contained therein may not be used for any purpose other than in the preparation of a response submitted to The Hospital District.
6. By submitting a response to this RFP, the Offeror agrees that the laws of the State of Texas shall govern the validity, performance, and enforcement of any contract between The Hospital District and the selected Offeror, and that the venue for any legal proceedings shall be in El Paso County, Texas.
7. By submitting a response to this RFP, the Offeror represents and warrants that it has read and understands the RFP documents and that its response is made in accordance with the terms of the RFP.
8. By submitting a response to this RFP, the Offeror represents and warrants that it has read and understands that the contract terms between the selected Offeror and The Hospital District may be subject to the contractual terms of separate contracts between The Hospital District and other entities within The Hospital District.
9. By submitting a response to this RFP, the Offeror represents and warrants that the services it proposes are currently in compliance with HIPAA requirements and that it will maintain such services in compliance with HIPAA requirements as they may be amended or modified hereafter.
10. By submitting a response to this RFP, the Offeror agrees to waive any claim it has or may have against The Hospital District and any of its agents and employees, and the Board of Managers of the El Paso County Hospital District, both individually and in their official capacities, arising out of or in connection with 1) the administration, evaluation, or

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recommendation of any response to this RFP; 2) waiver of any requirements contained in the RFP or the contract documents; 3) acceptance or rejection of any response to this RFP; and 4) award of this contract.

11. The response or any portion thereof, may at the option of The Hospital District, become part of the final contract, and thus, legally binding.
12. If The Hospital District requests the submittal of supplemental information, the information requested shall be promptly provided in writing. Such supplemental information shall be deemed a part of the response.
13. By submitting a response to this RFP, the Offeror represents and warrants that it shall not contract with any individual(s) or entity that is excluded from participation under the OIG or any other governmental program. The Offeror shall notify The Hospital District immediately in the event that Offeror, or any individual(s) it contracts with, is excluded from participating under the OIG or any other governmental program.
14. By submitting a response to this RFP, the Offeror represents and warrants that neither it nor its employees, agents, or assigns have been (a) convicted of a criminal offense related to healthcare (unless such person or entity has implemented a compliance program as part of an agreement with the federal government); or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation under 42 U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities and/or the GSA list of debarred Offerors.
15. By submitting a response to this RFP, the Offeror represents and warrants that it shall notify The Hospital District within three (3) days of the time it receives notice of any action being taken against it or its employees, agents, or assigns which could result in its exclusion from participating in the Federal health care programs. The Offeror acknowledges that The Hospital District may terminate this Agreement without penalty or further payment upon the resolution of a pending criminal charge or proposed disbarment or exclusion which results in a conviction, disbarment or exclusion of the Offeror or its employees, agents, or assigns.
16. By submitting a response to this RFP, the Offeror hereby acknowledges that The Hospital District has adopted a Code of Conduct for the purpose of identifying and rectifying compliance issues as they may arise. The Offeror hereby represents and warrants that it and its employees, agents, or assigns shall comply with the Code of Conduct that it meets all applicable The Hospital District compliance guidelines.

Name of Offeror

Date

Signature of authorized representative for Offeror

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8. GENERAL TERMS AND CONDITIONS

For viewing purposes only, do not need to sign

1. This Agreement shall be for a period of _____, beginning on the ____ day of _____ 200_ and ending the ____ day of _____ 200_. Customer may terminate this Agreement without cause by giving the other party thirty (30) days written notice. Parties may immediately terminate this Agreement for cause pursuant to breach of any term of this Agreement. Notice of termination to _____ shall be mailed by certified mail, return receipt requested to Chief Executive Officer, _____ . Notice of termination to Customer shall be mailed by certified mail, return receipt requested to the President and Chief Executive Officer, University Medical Center of El Paso, 4815 Alameda Avenue, El Paso, Texas 79905. Any other notice required or permitted under this Agreement shall be mailed by certified mail, return receipt requested, to the addresses above. A party may change its address by giving notice in compliance with this section.
2. Payments not made when due shall be subject to late charges of the lesser of (a) one and one-half percent (1.5%) per month of the overdue amount or (b) the maximum amount permitted under applicable law.
3. Both parties agree that the said sum for the services rendered during the term of this Agreement shall not exceed \$____,____.00 annually.
4. Nothing contained herein shall be construed as creating the relationship of employer and employee between _____ and Customer, insofar as Customer will not direct _____ in the performance of its services or in any manner interfere with the professional judgment of _____. _____ shall be deemed at all times to be an independent contractor. _____ shall not be included in any employee retirement or fringe benefit plan, and will not be covered by Worker's Compensation Coverage. Customer will not withhold monies for State or Federal Income Tax or Social Security Payments, and the fees stipulated herein shall be paid in full to _____ without deductions of any kind. _____ shall be responsible for payment of Social Security and State and Federal Income Taxes.
5. _____ hereby agrees to maintain liability insurance the limits of which shall be not less than ONE MILLION DOLLARS (\$1,000,000.00) for each incident and THREE MILLION DOLLARS (\$3,000,000.00) aggregate.
6. Customer is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that Customer shall only be obligated to perform its duties under this section and this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, Customer shall be relieved of said duties without penalty or further liability. In the event either party receives a request under the Public Information Act for Confidential Information it shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that Customer may request a determination from the Attorney General of the State of Texas in regard to the application

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of the Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that Customer, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that Customer, its officers and employees shall have no liability to _____ for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require _____ or Customer to violate the terms of the Public Information Act.

7. This Agreement is conditional upon, subject to and contingent upon funding being available for the term in question and _____ shall have no cause of action against Customer in the event that Customer is unable to perform its obligation under this Agreement as a result of suspension, termination, withdrawal or failure of funding to Customer. _____ acknowledges that Customer is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event that Customer shall not obtain funding, this Agreement shall be terminated upon thirty (30) days written notice to _____. However, Customer shall remain obligated to pay _____ for all services rendered prior to the effective date of notice of termination.
8. Customer cannot agree to binding arbitration. Any proposed dispute resolution process can only be entered into upon the mutual agreement of both parties.
9. If any provision of this Agreement shall be construed to be illegal or invalid, it shall not affect the legality or validity of any other provisions hereof, and the illegal or invalid provision shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions shall continue to the extent that they substantially reflect the Agreement contemplated by the parties.
10. All signatures to this Agreement warrant their authority to execute this document.
11. This Agreement constitutes and expresses the entire Agreement between the parties regarding the subject matter addressed and shall not be amended or modified except by written instrument signed by all parties.
12. For the purpose of determining the place of Agreement and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas and shall be governed by the laws of the State of Texas. Venue for all causes of action arising from or in connection with this Agreement shall be in El Paso County, Texas.
13. Neither party shall have the right to assign or otherwise transfer any rights, interests, or obligations under this Agreement without prior written consent of the other party. Such consent shall not be unreasonably withheld.
14. Neither party shall be responsible for any delay, damage, failure, or inability to perform resulting from causes not within the control of the party and which the party is unable to prevent through reasonable diligence.

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15. The terms and provisions contained in this Agreement shall inure to the benefit of and be binding upon the parties hereto and their heirs, respective successors in interest, legal representatives and assigns, except as otherwise herein expressly provided. No person or entity other than the parties, except governmental entities to the extent required by law or as otherwise herein expressly provided, shall be entitled to bring any action to enforce this Agreement, and the terms of this Agreement are intended solely for the benefit of, and to be enforceable only by, the parties or their respective successors in interest or assigns as permitted under this Agreement.
16. Except as otherwise provided, no term or condition of this Agreement shall be waived except by written waiver of the waiving party. The forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of the term or condition to be performed by the other party, and until complete performance by the other party of such term or condition, the forbearing party shall be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence. The waiver by a party of any breach of any term or condition of this Agreement shall apply to and be limited to the specific instance involved and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term or condition of the Agreement.
17. Each party shall be responsible only for its own acts and omissions under this Agreement. Each party shall, to the extent permitted by the laws and constitution of the State of Texas, indemnify the other party against, and hold the party harmless from, any and all liabilities, including attorney's fees, resulting from or arising out of or connected with the party's failure to comply with this Agreement or tortious or unlawful act or omission.
18. Pursuant to Public Law 96-499, sec. 952 (Sec. 1861 (v)(1) of the Social Security Act), the parties agree that: _____ shall, until the expiration of four (4) years after the furnishing of the services under this Agreement, retain and make available, under written request by the secretary of the U.S. Department of Health and Human Services, or upon written request, by the U.S. Comptroller General, or any of their duly authorized representatives, the contract and books, documents and records of _____ that are necessary to verify the nature and extent of the cost of the services under this Agreement. If _____ carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall retain and make available, upon written request by the Secretary of the U.S. Department of Health and Human Services, or upon written request by the U.S. Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents or records of such organization that are necessary to verify the nature and extent of such costs of the subcontracted services. In the event of a request for access, _____ agrees to notify Customer what response will be made to that request.
19. _____ represents and warrants that it shall not contract with any individual(s) or entity that is excluded from participation under the Office of Inspector General ("OIG") or any other governmental program. _____ shall notify Customer immediately in the event that _____, or any individual(s) it contracts with, is excluded

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from participating under the OIG or any other governmental program. _____ represents and warrants that neither it nor its employees, agents, or assigns have been (a) convicted of a criminal offense related to healthcare (unless such person or entity has implemented a compliance program as part of an agreement with the federal government); or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation under 42 U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities and/or the General Services Administration ("GSA") list of debarred contractors. _____ shall notify Customer within three (3) days of the time _____ receives notice of any action being taken against _____ or its employees, agents, or assigns which could result in _____ exclusion from participating in the Federal health care programs. _____ acknowledges that Customer may terminate this Agreement without penalty or further payment upon the resolution of a pending criminal charge or proposed disbarment or exclusion which results in a conviction, disbarment or exclusion of _____ or its employees, agents, or assigns.

20. Customer is exempt from payment of taxes under Chapter 151, Texas Tax Code, known as Limited Sales, Excise and Use tax Act, for the purchase of tangible personal property.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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IN WITNESS WHEREOF, the parties have hereunto set their hands.

EL PASO COUNTY HOSPITAL DISTRICT D/B/A
UNIVERSITY MEDICAL CENTER OF EL PASO

JAMES N. VALENTI
President and Chief Executive Officer

Date: _____

REVIEWED FOR FORM

Legal Counsel

Date: _____

CONTRACTOR

NAME
Title

Date: _____

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9. CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
1 Name of person who has a business relationship with local governmental entity.	Date Received	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin: 10px 0;"><hr style="width: 50%; margin: 0;"/> Name of Officer</div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
4		
<hr style="width: 50%; margin: 0;"/> Signature of person doing business with the governmental entity		<hr style="width: 50%; margin: 0;"/> Date

Adopted 06/29/2007

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10. PUBLIC INTEGRITY DISCLOSURES

To assure public confidence in the integrity of this procurement process and the integrity of the firms and individuals providing services to the Hospital District, **each offeror must answer each of the following or your response may not be considered.**

- A. Disclose whether the offeror, or any of its employees or agents, is a target or is currently under investigation for giving or soliciting bribes, or improperly influencing or attempting to influence the award or termination of any contract with the County of El Paso, or the El Paso County Hospital District.

- B. Warrant that neither the offeror nor any employee or agent has given or offered anything of value to any member or family member of the El Paso County Commissioners Court or El Paso County Hospital District Board of Managers, with respect to the award or termination of any contract with the County of El Paso, or the El Paso County Hospital District.

- C. Disclose for the period of the last eighteen (18) months, any and all campaign contributions or gift or any transfers of cash, checks or anything of value to any member or family member of the El Paso County Commissioners Court or El Paso County Hospital District Board of Managers.

Business Name

Signature

Date

Name

Title