



REQUEST FOR PROPOSAL
(Creative Services/Marketing)
FOR
THE UNIVERSITY OF HOUSTON

Mail or Deliver Proposals
University of Houston
Purchasing Department
5000 Gulf Freeway, Bldg. 3, Room 169
Houston, TX 77204-5015

Proposal Submittal Deadline: 3:00 p.m. on November 14, 2011

TABLE OF CONTENTS

1. Introduction

1.1	Description of University of Houston.....	Page 4
1.2	Submittal Deadline.....	Page 4
1.3	University Contacts.....	Page 4
1.4	Inquiries and Interpretations.....	Page 5
1.5	Public Information.....	Page 5
1.6	Term of Contract.....	Page 5
1.7	Cancellation.....	Page 5
1.8	Termination.....	Page 5

2. Award Process

2.1	Basis of Award.....	Page 7
2.2	Contract Award Process.....	Page 7
2.3	Criteria for Selection	Page 7
2.4	Respondent's Acceptance of Evaluation Methodology	Page 8
2.5	Commitment	Page 8
2.6	Historically Underutilized Business	Page 8
2.7	Key Events Schedule	Page 8

3. Proposal Requirements

3.1	General Instructions	Page 9
3.2	Preparation and Submittal Instructions	Page 9
3.3	Terms and Conditions	Page 11
3.4	Submittal Format	Page 11

4. General Terms and Conditions

4.1	General.....	Page 12
4.2	Definitions	Page 12
4.3	Entire Agreement	Page 12
4.4	Time of Performance	Page 12
4.5	Default	Page 12
4.6	Financial Reports and Payment	Page 13
4.7	Contract Amendments	Page 13
4.8	Independent Contractor Status	Page 13
4.9	Compliance with Law	Page 13
4.10	UH's Right to Audit	Page 14
4.11	Access to Documents	Page 14
4.12	Title and Risk of Loss	Page 14
4.13	Acceptance of Products and Services	Page 14
4.14	Sales Tax and Use Tax.....	Page 14
4.15	Insurance	Page 14
4.16	Indemnification.....	Page 15
4.17	Force Majeure	Page 15
4.18	Other Benefits	Page 16
4.19	Non-Disclosure.....	Page 16
4.20	Publicity	Page 16
4.21	Severability	Page 16
4.22	Non-Waiver of Defaults	Page 16
4.23	Assignment	Page 16
4.24	Assignment of Overcharge Claims.....	Page 16

4.25	Patent and Copyright.....	Page 16
4.26	Texas Public Information Act.....	Page 17
4.27	Freedom of Access and Use of Facilities.....	Page 17
4.28	Observance of UH Rules and Regulations.....	Page 17
4.29	Section Headings.....	Page 17
4.30	Notices	Page 17
4.31	Governing Law.....	Page 17

5. Description of Services-General Requirements

5.1	Services to be Performed.....	Page 18
5.2	UH Responsibility	Page 18
5.3	Performance	Page 18
5.4	Facilities and Equipment	Page 19
5.5	Product Selections and Pricing	Page 19
5.6	Service Schedule	Page 19
5.7	Payments/Commissions	Page 19
5.8	Monthly Financial Reports & Payments	Page 19
5.9	Refunds	Page 19
5.10	Taxes	Page 20
5.11	Insurance & Legal Requirements.....	Page 20
5.12	Right to Audit	Page 20
5.13	Observance of University Policies And Regulations	Page 20
5.14	Parking.....	Page 20
5.15	Transition Plan.....	Page 20
5.16	Quality Assurance.....	Page 20
5.17	Special Services.....	Page 20
5.18	Contract Coordinator.....	Page 21
5.19	Compliance with University of Houston Premise Rules .	Page 21

6. Execution of Offer Page 22-24

7. General Information..... Page 25-26

EXHIBITS

Exhibit A: Evaluation Criteria	Page 27
Exhibit C: Insurance Requirements	Page 28

ATTACHMENTS

Attachment A: University Terms and Conditions

SECTION I INTRODUCTION

1.1 GENERAL: Univeristy of Houston

The University of Houston "University" comprises the largest Texas state institution system of higher education located in an urban, metropolitan environment. The University offers undergraduate and graduate degree programs in a variety of disciplines; courses are conducted throughout most of the calendar year. The student population of the main campus in Houston, TX is comprised of approximately 38,500 students who commute to the campus and over 3,100 students who reside on campus. The main campus employs approximately 4,200 individuals who serve in faculty or staff positions. UH also offers courses and programs at three multi-institutional teaching centers, one UHS @Sugar Land with a population of 1800 students and 35 staff positions, one @ Cinco Ranch with a population of 1,000 students and 16 staff positions, and one @ Northwest Houston with a population of 250 students and 7 staff positions.

The University invites you to submit a proposal to develop and execute an online marketing campaign to promote six professional master's degrees and or certificates and all UH courses and programs at its off-campus centers in Sugar Land and Northwest Houston.

The selected supplier will be expected to provide University with an online marketing campaign to increase prospective student leads, enrollments and awareness of its programs. This will include increasing website traffic via pay-per-click advertising on search engines, pay-per-click advertising on social networking sites, the creation of customized landing pages, and production of monthly reports related to search engine optimization and return on investment. Targeted marketing campaigns will also be developed to align with programs offered by UH at Sugar Land and Northwest Houston that take into account demographic and psychographic factors.

Respondents are encouraged to propose contractual arrangements offering the maximum benefit to the University in terms o increased enrollment in UH programs at Sugar Land and Northwest Houston, selected professional master's degrees and or certificates, and increased community awareness of our program offerings.

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 **3:00 p.m. on November 14, 2011**

1.3 UNIVERSITY CONTACTS:

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

Governor J. Henderson
Senior Buyer
5000 Gulf Freeway, Bldg. 3, Suite 169
Houston, Texas 77204-5015
Telephone No.: (713) 743-5666
FAX No.: (713) 743-5672

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

1.4 INQUIRIES AND INTERPRETATIONS:

Inquiries must be submitted in writing and received no later than close of business (5:00 p.m.) on **November 8, 2011**. FAX inquiries are acceptable. All inquiries shall be directed to:

UH – Purchasing Department
Attention: Governor Henderson
5000 Gulf Freeway, Bldg. 3, Suite 169
Houston, Texas 77004-5015
FAX No. (713) 743-5672
Email: Gjhender@central.uh.edu

Responses to inquiries, which directly effect 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.tbpc.state.tx.us/1380/sagency.cfm> or facsimiled to proposer's requesting such. 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:

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 with respect to disclosure of RFP information.

1.6 TERM OF CONTRACT:

The contract is anticipated to be effective upon signing of a contract and continue for an initial term of one year from the date of commencement of services. After the expiration of the Initial Term, the contract shall automatically renew on each anniversary date for an additional consecutive one (1) year term, unless sooner terminated in accordance with the 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

- 1.8.1 The performance of work under this Contact 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.
- 1.8.2 Under no circumstances will the Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.
- 1.8.3 For Convenience: 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

- 2.1.1 A contract may be issued based on the proposal(s) considered the most advantageous to the University. Factors to be considered in determining an award but are not limited to...experience in developing and executing online marketing campaigns in a higher education setting, value provided by investment, ability to provide tracking/reporting on at least a monthly basis, and experience in utilizing demographic information to construct appropriate marketing strategies.
- 2.1.2 University reserves the right to make a split award or multiple awards.
- 2.1.3 All proposal's must comply with the requirements listed in this RFP.

2.2 CONTRACT AWARD PROCESS:

An award for the services specified herein will be made following a procedure using competitive sealed proposals.

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). After the submission of a proposal but before making an award, the University may permit the offeror 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 offeror 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. 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 offeror 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 CRITERIA 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 to the University. 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. The criteria for evaluation of proposals, and selection of the successful respondent for this award, will be based on the factors listed below:

1. Respondents' demonstrated experience performing the requested services for institutions or business establishments of similar size.
2. Ability of respondent's organization to conduct monthly assessment/evaluation of effectiveness of campaign..
3. Quality of previous related work.....
4. Proposed value of services provided.
5. Respondent's demonstrated capability and financial resources to perform the work in the time projected. Respondent response to Section 7.

Consideration may also be given to any additional information and comments if they should increase the benefits to the University. Upon completion of the initial review and evaluation of the proposals submitted, selected Respondents may be invited to participate in oral presentations.

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 marketing 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 HISTORICALLY UNDERUTILIZED BUSINESSES:

In accordance with the State of Texas policy of encouraging the use of Historically Underutilized Businesses (HUBs) in state procurement, the University of Houston shall make a good faith effort to utilize HUBs in contracts for construction, goods, and services. The University of Houston strives to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities. Therefore, any businesses that contract with the University of Houston are required to make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Building and Procurement Commission (TBPC) Rule 111.13 (b) and SB 178.

2.7 KEY EVENTS SCHEDULE:

Issue RFP:	October 27, 2011
Inquiries and Interpretations Deadline	November 8, 2011
Proposal Submittal Deadline	November 14 2011
Anticipated Award	TBA
Anticipated Start Date	TBA

SECTION III PROPOSAL REQUIREMENTS

3.1 GENERAL INSTRUCTIONS:

- 3.1.1 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 3.1.2 Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the University.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 Failure to comply with the requirements contained in this RFP may result in the rejection of your proposal.

3.2 PREPARATION AND SUBMITTAL INSTRUCTIONS:

3.2.1. EXECUTION OF OFFER:

Respondents must complete, sign and return the attached Execution of Offer, Section VI, as part of their proposal response. Proposal must be signed by Respondent's company official(s) authorized to commit such proposals. Failure to sign and return these forms will subject your proposal to disqualification.

3.2.2. 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.

3.2.3. PAGE SIZE, DIVIDERS AND BINDERS:

Proposals must be typed on letter-size (8-1/2" x 11") paper. The University requests that proposals be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Tabs for ease of reference should divide sections.

3.2.4. TABLE OF CONTENTS:

Include with the proposal a "Table of Contents" that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.

3.2.5. PAGINATION:

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

3.2.6. NUMBER OF COPIES:

Submit one **(1)** clearly marked **original** and **(2)** identical copies of the proposal **(1)** electronic copy including any supplemental printed material referenced with the RFP, "Online Marketing Services for UH" 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:

UH – Purchasing Department
5000 Gulf Freeway, Bldg. 3, Suite 169
Houston, Texas 77204-5015

NOTE: Show the RFP, "Online Marketing Services for UH" and submittal date in the lower left-hand corner of your sealed proposal envelope (box/container). 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.

3.2.7 LATE PROPOSALS:

Late proposals properly identified will be returned to Respondent unopened. Late proposals will not be considered under any circumstances.

3.2.8 TELEPHONE/FAX PROPOSALS:

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

3.2.9 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.

3.2.10 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.

3.2.11 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.

3.3 TERMS AND CONDITIONS:

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

3.3.1 All Respondents must comply with the requirements listed on any Section III Notice to Respondents, Section III Proposal Requirements, Section V Description of Services, and Section IV General Terms and Conditions 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. Proposal Requirements
4. Notice to Respondents

3.3.2 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.

3.4 SUBMITTAL FORMAT:

RESPONDENTS ARE INSTRUCTED TO COMPLETE, SIGN (IF REQUIRED), AND RETURN THE FOLLOWING DOCUMENTS IN THE FOLLOWING ORDER AS THEIR PROPOSAL SUBMITTAL. FAILURE TO RETURN THESE DOCUMENTS MAY SUBJECT YOUR PROPOSAL TO DISQUALIFICATION.

Table of Contents

Section 1).....	Responses to Respondent's Questionnaire (Reference RFP Section VII)
Section 2).....	Signed and Completed Execution of Offer (Reference RFP Section VI)
Section 3).....	Response to Description of Services (Reference RFP Section V)
Section 4).....	Response to Financials (Reference Section V)
Section 5).....	Additional/Miscellaneous Information

SECTION IV GENERAL TERMS AND CONDITIONS

4.1 GENERAL:

These General Terms and Conditions are an example of what may be apart 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 (Attachment D hereto), 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

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 marketing 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, subject to the provisions of paragraph 3.4. A hereof.

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 reports to UH Academic Affairs and invoices issued to the University of Houston Academic Affairs shall be received no later than 20 calendar days after the close of each course delivered..
- B. Financial reports must include contractor full name and contact information.
- C. All invoices must include vendor's full address; contact information; contact number or purchase order number; name and mailing address of the department receiving the services; vendor's ID number; full description of service provided.

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 COMPLIANCE WITH LAW:

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with

Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

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 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.

4.15 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 **Exhibit C** 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
2. Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance.
3. 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.

4. The insurance policies required in this RFP shall be kept in force for the periods specified below:

- 4.1 Commercial General Liability Insurance shall be kept in force until receipt of final payment by the Contractor;

- 4.2 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, 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 OTHER BENEFITS:

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.

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:

Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking 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:

- If to Contractor, forward to the Contractor's last known mailing address.
- If to the University:

UH – Department of Instructional Support and Outreach
Office of the Associate Vice President
203 E. Cullen Building
Houston, Texas 77204- 2019

With a copy to:

UH-Department of Purchasing
Office of the Director
5000 Gulf Freeway, Bldg. 3, Suite 169
Houston, Texas 77204-5015

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.

SECTION V DESCRIPTION OF SERVICES

GENERAL REQUIREMENTS:

The University seeks to develop and execute an online marketing campaign to increase enrollment and raise public awareness of our courses and degree programs offered at off-campus instructional sites in Sugar Land and Northwest Houston and in the availability of six professional master's degrees and or certificates.

5.1 SERVICES TO BE PERFORMED

- Develop online marketing plan to increase enrollment and public awareness of the University of Houston's course and program offerings at off-campus center in Sugar Land and Northwest Houston and in the University's six selected professional master's degrees and or certificates.
- Plan should include respondent's ability to incorporate demographic, business, and psychographic information to align with target markets.
- Execute marketing plan through the development of online landing pages, pay-per-click advertising campaigns, and integration with a CMS.
- Develop web-based ads to support marketing plan.
- Provide monthly assessments and evaluations regarding campaign effectiveness to include detailed analysis of number of visitors, number of clicks, and yield rates.
- Contractor will not use proxy site to perform assigned tasks.
- Landing pages and CMS will be managed by UH.

5.2 UH RESPONSIBILITIES

The University will collaborate to insure that University graphic standards are observed in the development of all online collaterals. University will also approve all content that is created prior to public implementation. UH will manage landing pages and CMS once created.

5.3 PERFORMANCE

Coordinator recognizes and agrees that in the performance of this agreement, Contractor's success in providing services is dependent on several factors which include: (a) University providing information related to graphic standards and the use of University logos and brands (b) University providing relevant content regarding its off-campus centers and academic programs (c) providing access to information technology systems to develop integration with CMS.

5.4 TAXES

The Contractor will comply and pay all taxes applicable under Federal, State and local laws as applicable.

5.5 INSURANCE AND LEGAL REQUIREMENTS

The Contractor must carry applicable insurance and provide annual certificate of coverage

5.13 OBSERVANCE OF UH POLICIES AND REGULATIONS

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.

5.16 QUALITY ASSURANCE

The Contractor should submit a plan to provide quality assurance with respect to all aspects of delivering the **Creative Service/Marketing** the plan should include, with assistance Academic Affairs leadership:

5.17 SPECIAL SERVICES

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

5.18 CONTRACT COORDINATOR

The University will exercise its right and obligations under the Contract through its Associate Vice President, University Outreach Programs, who will serve as Contract Coordinator.

5.18.1 All work performed shall be subject to review, coordination and approval by the contract coordinator. The contract coordinator will, in all cases, determine the quality, acceptability, and appropriateness of the work provided under contract. The contract coordinator will decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor and the contract coordinator's determination and decision will be final and conclusive.

5.18.2 In the event work performed by the Contractor does not conform to the requirements of this Contract as determined by the contract coordinator, the University, at its option, may request the Contractor to adjust service schedules, product selection or add/delete/revise locations of service to

the University. All adjustments or requests will be as mutually agreed upon between the Contractor and the University.

5.19 COMPLIANCE WITH UNIVERSITY OF HOUSTON PREMISE RULES

This contract requires compliance with all University regulations and practices while 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.

**SECTION VI
EXECUTION OF OFFER**

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the University's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. Seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract, which may result from the submission of this proposal.
7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 113.6(b)(2)(E). In the case of a tie the award will be made in accordance with Rule 1 TAC 113.6(b)(3)(4). Check below preference claimed under Rule 1 TAC 113.6(b)(3):
 - ☐ Agricultural product produced or grown in Texas
 - ☐ Produced in Texas and/or offered by Texas Respondent
 - ☐ Produced in USA
 - ☐ No Preference claimed
8. By signature hereon, Respondent certifies it is a small business and/or a minority/female owned business as defined by the State of Texas. Check status below:
 - ☐ Small Business (House Bill 366, 64th Legislature)
 - ☐ Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
 - ☐ Certified by Texas Department of Commerce
 - ☐ Status not claimed

9. By signature hereon, Respondent certifies as follows:

“Under Section 231.006, Texas Family Code, the consultant or applicant certifies that the individual or business entity named in this contract, proposal, 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.”

10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any University of Houston component, or Respondent has not been an employee of any University of Houston component within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the University entering into any contract with Respondent.
11. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 3.102, Article 601b, V.T.C.S.)
12. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
13. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Complete the following:

VIN No: _____

FEI No: _____

If Sole Owner:

SS No: _____

If a Corporation:

State of Incorporation: _____

Charter No: _____

14. Addenda Checklist

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial if applicable)

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____

Submitted By:

(Company Name)

(Authorized Signature)

(Printed Name/Title)

(Date)

(Street Address)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

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 marketing services 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 workplan 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 assureInclude 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?

Miscellaneous

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

EXHIBIT A
EVALUATION CRITERIA

All proposals will be evaluated by appointed representatives of the University in accordance with factors set forth below. The criteria to be used in evaluating the proposals include:

<u>FACTOR</u>	<u>PERCENTAGE</u>
1. Rates for services quoted by Contractor • Development of Online Marketing Plan • Cost of Implementation of Online Marketing Plan, including costs associated with pay-per-click campaigns, search engine • Optimization, and development of landing pages. • Other factors	60%
2. Demonstrated ability of the Contractor to fulfill current and predicted University needs: • Respondent's experience performing the requested services in locations of similar types and size. • Stability and success of the Contractor's business including but not limited to; demonstrated capability and financial resources to perform the work in the time projected.	20%
3. Other Factors to be considered • Respondent's ability to provide data and analysis regarding • Effectiveness of overall marketing campaign. This should include • Detailed analysis of clicks, visitors, page visits, and landing page • Visits. Establish ROI based on ad-buys to determine efficacy.	15%
4. Quality assurance and control measures implemented and maintained by the Contractor.	5%

Exhibit B

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.

**TERMS AND CONDITIONS: ITMES BELOW APPLY TO AND BECOME A PART
OF BID, ANY EXCEPTIONS THERETO MUST BE IN WRITING**

1. BIDDING REQUIREMENTS:

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas and the University of Houston in addition to the requirements of this form.
- 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Bids must be time stamped at University of Houston (UH) Purchasing Department Office * on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for UH acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the UH based on an acceptable written reason.
- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificates are available upon request.
- 1.10 The University reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by the UH and/or investigation for antitrust violations.
- 1.12 The telephone number for FAX submission of bids is 1-713-743-5672. This is the only number that will be used for the receipt of bids. The University shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.13 Inquiries pertaining to IFBs must include the requisition number and opening date.

2. SPECIFICATION:

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

- 3. **TIE BIDS** - Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences).

4. DELIVERY

- 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to the UH and the ordering agency. Vendor must keep the UH and ordering agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the UH to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of UH.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

- 5. INSPECTION AND TESTS** - All goods will be subject to inspection and test by the University. Authorized UH personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the University's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.
- 6. AWARD OF CONTRACT** - A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a University of Houston Purchase Order or Contract. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Harris County, Texas.
- 7. PAYMENT** - Vendor shall submit 2 copies of an itemized invoice showing University Purchase Order number on all copies. The University will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
- 8. PATENTS OR COPYRIGHTS** - The vendor agrees to protect the University from claims involving infringement of patents or copyrights.
- 9. VENDOR ASSIGNMENTS** - Vendor hereby assigns to University any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 10. BIDDER AFFIRMATION** - Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 10.2 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.3 Pursuant to Section 2155.004 Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 10.4 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.5 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.
- 10.6 The Contractor shall defend, indemnify, and hold harmless the University of Houston, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- 10.7 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former executive: _____
Name of State agency: _____
Date of separation from State agency: _____
Position with bidder: _____
Date of Employment with bidder: _____

- 10.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 10.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
11. Pursuant to Section 231.006 (c), Family Code, bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach name & social security numbers for each person. This information must be provided prior to contract award.
12. **NOTE TO BIDDER** - Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.
13. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the UH and the contractor to attempt to resolve all disputes arising under this contract.
14. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

15 TECHNOLOGY ACCESS CLAUSE. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the University of Houston that the technology provided to the University of Houston for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

1. Providing equivalent access for effective use by both visual and non-visual means;
2. Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
3. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

15.1 "Exemption Declaration: Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply."

*

- If you are mailing your bids through the U. S. Postal Service, please address your envelope to University of Houston,
Purchasing Department, 5000 Gulf Freeway, Bldg. 3, Room 169, Houston Texas 77204-5015

- If you are sending your bids via a **delivery service or overnight services (FedEx, UPS, Airborne, etc)** please address your package to University of Houston, Purchasing Department, 5000 Gulf Freeway, Bldg. 3, Room 169, Houston, Texas **77023**

