

UNIVERSITY of HOUSTON

REQUEST FOR PROPOSAL
RFP730-23070 Strategic Marketing Plan Hilton College of Global Hospitality Leadership



Posting Date:
05/03/2023

Proposal Due Date:
Wednesday, May 24, 2023 @ 3:00 PM CT

Bid Opening Date:
Wednesday, May 24, 2023 @ 3:00 PM CT

Deliver Bid Response to:
University of Houston
Technology Bridge
Purchasing Department, Attn: Selene Cisneros
5000 Gulf Freeway, Building 1, Room 214
Houston, TX 77204-5015

Proposal and HSP must be in separate envelopes when submitted to Purchasing and will be opened on the HSP due date and time. DO NOT FORGET TO INCLUDE ELECTRONIC VERSION OF BID SUBMISSION

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SECTION 1 – INTRODUCTION

1.1 GENERAL

The University of Houston System ("University") comprises the largest Texas state institution system of higher education located in an urban, metropolitan environment. The UH System's research and scholarship is globally significant, nationally competitive, and serve as an engine for economic development, while its public service activities enhance the quality of life in the region. The UH System offers undergraduate and graduates degree programs in a variety of disciplines; courses are conducted throughout most of the calendar year. The student population of the University of Houston ("University" or "Owner") is comprised of over 46,000 students. The University of Houston employs approximately 2,700 faculty members and 4,000 staff members. The other component universities, in surrounding areas, include: the University of Houston-Clear Lake, located in the far southeast Houston-area, which has a student population of approximately 9,000 students, 800 faculty and 600 staff members; the University of Houston-Downtown, located in downtown Houston, which has approximately 14,000 students, 750 faculty and 600 staff members; and the University of Houston-Victoria is located approximately 100 miles southwest of Houston and serves over 4,300 students, 200 faculty and 300 staff members.

The University invites you to submit a proposal to provide a strategic marketing plan for the Conrad N. Hilton College of Global Hospitality Leadership that will correspond to the strategic plan that the college has developed. Specifically: Master project roadmap specifying all project goals; dedicated team members and roles; and schedules for milestones, deliverables, tasks, and check ins.

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

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

1.2 SUBMITTAL DEADLINE

University will accept proposals by the Proposal Submittal Deadline and HSP Submittal deadline per Section 2.6 with both submitted in separate envelopes and then opened on the HSP due date and time. DO NOT USE U. S. Postal Service in submitting your bid.

Each Proposal must be submitted as one (1) package with two (2) individually sealed envelopes inside. The proposal documents, attachments, execution of offer, and any other information must be included in one envelope with a copy on USB. Two (2) copies of the proposal must be included. The completed HUB Subcontracting Plan must be in the second envelope with a copy on USB. One (1) copy of the HSP must be included. Owner prefers simple and economically produced Proposals describing the Respondent's ability to meet the requirements of this RFP in a straightforward, concise manner. In evaluating Proposals, emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and Respondent's understanding and anticipating of the Owner's needs.

The proposal and all attachments supporting the proposal must reference "RFP730-23070 Strategic Marketing Plan Hilton College of Global Hospitality Leadership." Proposal must be submitted and received in the University's Purchasing Office on or before the time and date specified and delivered to:

UH – Purchasing Department
Attn: Selene Cisneros
5000 Gulf Freeway, Bldg. 1, Room 214
Houston, Texas 77204-5015

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

1.3 PRE-PROPOSAL MEETING

There will be no pre-proposal meeting for this RFP.

1.4 UNIVERSITY CONTACTS

Any questions or concerns regarding this RFP shall be directed to:
Selene Cisneros, Buyer 3, scisner7@central.uh.edu

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

1.5 INQUIRIES AND INTERPRETATIONS

Inquiries must be submitted via e-mail with the subject line listed as **“RFP730-23070 Strategic Marketing Plan Hilton College of Global Hospitality Leadership”** and received no later than close of business per Inquiries and Interpretations Deadline listed in Section 2.6.

UH – Purchasing Department
Selene Cisneros
scisner7@central.uh.edu

Responses to inquiries, which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and posted to the Electronic State Business Daily www.txsmartbuy.com/sp or facsimiled to the 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 Respondent’s proposal.

Only those inquiries the University replies to which are made by formally 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.

1.6 PUBLIC INFORMATION

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

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

1.7 TERM OF CONTRACT

Any contract resulting from this RFP will become effective upon the later of the effective date indicated in the contract or the date that all parties have signed the contract. **The expected term of the contract will be one (1) year with the option to renew one (1) additional one-year term, for a maximum of two (2) years.** The University reserves the right to negotiate a modification of contract terms and schedules as necessary.

1.8 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.

1.9 TERMINATION

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. Under no circumstances will the Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.

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

SECTION 2 – AWARD PROCESS

2.1 BASIS OF AWARD

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 are described in Section IX below, Evaluation Criteria Process. University reserves the right to make a split award, multiple awards, or no award at all.

2.2 CONTRACT AWARD PROCESS

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

- A. Proposals will be opened publicly to identify the names of the Respondents but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Respondents or, at the University's sole option and discretion, the University may discuss or negotiate all elements of the proposal with selected Respondents who represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).

- B. After the submission of a proposal but before making an award, the University may permit the Respondent 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 Respondent with an equal opportunity for discussion and revision of proposals. Further action on proposals not included in the competitive range will be deferred pending an award, but the University reserves the right to include additional proposals in the competitive range if deemed in the best interest of the University.
- C. University reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of the University and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of the University and to temporarily or permanently abandon the procurement. If the University awards a contract, it will award the contract to the Respondent, whose proposal is the most advantageous to the University, considering price and the evaluation factors set forth in this RFP. The contract file must state in writing the basis upon which the award is made.

2.3 OTHER FACTORS FOR SELECTION

The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous. The University is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the University as determined by the University. The University personnel will evaluate proposals. In addition to the Evaluation Criteria identified in Section IX below, the selection of the successful respondent for this award will be based on the other factors listed below:

1. Compliance with specifications.
2. Ability to offer a comprehensive set of core services and benefits.
3. Competitive rates.
4. Online access to relevant databases.
5. Compliance with applicable state and federal laws and regulations.
6. Financial position of Respondent.
7. Stability of rates and fees over time.
8. Ability to provide the University with requested reports, including but not limited to, service utilization reports.
9. Ability to provide a la carte services under the scope of the contract to best meet the needs of the University.
10. Ability to perform services in a timely and efficient manner.
11. Responsiveness from customer support personnel
12. Adhering to Texas Government Code, Sec.2156.007 requirements.

Consideration may also be given to any additional information and comments if deemed beneficial 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.

2.5 COMMITMENT

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

2.6 KEY EVENTS SCHEDULE

Posting of RFP for public bidding (ESBD)	05/03/2023
Inquiries and Interpretations Deadline	Wednesday, May 10, 2023 @ 3:00 pm CT
Q and A addendum posting to ESBD	TBD
Proposal Submittal Deadline	Wednesday, May 24, 2023 @ 3:00 PM CT
Respondent short list identified	TBD
Anticipated Award	TBD
Anticipated Start Date	TBD

Note: The University reserves the right to change or extend any and all dates including the due date for proposals for any reason and at any time including after the due date for proposals.

The University will be closed in observance of the following holiday:

<https://www.uh.edu/human-resources/payroll/holiday-schedule/>

SECTION 3 – GENERAL INFORMATION AND REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

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

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

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

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

3.2 HISTORICALLY UNDERUTILIZED BUSINESS In accordance with the State of Texas policy of encouraging the use of Historically Underutilized Businesses (“HUBs”) in state procurement, Owner will make a good faith effort to use HUBs in contracts for construction, goods and services. Owner strives to achieve HUB program goals by contracting directly with HUBs or indirectly through HUB subcontracting opportunities. If the Owner determines that subcontracting is probable under the contract, a HUB Subcontracting Plan (“HSP”) must be completed by the Respondent and submitted with its qualifications in accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, and Subchapter B. The HSP will become a provision of any contract that results from this solicitation and the Respondent will utilize the subcontractors indicated in the HSP, unless a revision to the HSP is approved by Owner. The Respondent shall maintain business records documenting compliance with the HSP and shall submit a monthly Progress Assessment Report (“PAR”) via the University of Houston’s Contracts Compliance System, <https://uh.gob2g.com/>. The PAR submission shall be required as a condition for payment.

A successful Respondent shall report to Owner the identity and amount paid to each HUB and non-HUB subcontractor to whom the Respondent has awarded a subcontract for services. The subcontractors listed in the PARs should be the same consultants identified in the HSP during the life of the contract. Complete the PARs Designee Form and submit with the HUB Subcontracting Plan. Information regarding the submission of the HSP required with this solicitation is included in Section 4.4 below.

3.3 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 the 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.

3.4 WITHDRAWAL OR MODIFICATION

No proposal may be changed, amended, or modified 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.

3.5 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.

3.6 TERMS AND CONDITIONS

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

All Respondents must comply with the requirements listed on Section IV Proposal Requirements, Section VI Description of Services, and **EXHIBIT A**. Execution of Offer herein. In the event there is a conflict expressed

in this document, the provision-requiring Respondent to supply the better quality or greater quantity shall prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

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

By signing the Execution of Offer (**EXHIBIT A**) 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.

SECTION 4 – SPECIFIC REQUIREMENTS OF REQUEST FOR PROPOSAL

4.1 FAILURE TO COMPLY WITH REQUIREMENTS

If Respondent fails to comply with any requirements contained in this RFP, Respondent's Proposal will be considered non-responsive and will be rejected. Below are the specific requirements of the RFP.

4.2 SUBMISSION, CONTENT, AND FORMAT OF PROPOSALS

4.2.1 University will not accept Proposals received after the Proposal Deadline. University will not accept proposals that do not conform to the requirements of this RFP regarding the required format and size. Likewise, failure to address all aspects of the Project or the requirements of this RFP in a complete and meaningful way will subject a Proposal to rejection. Proposals that are qualified with conditional clauses, alterations, items not called for in this RFP, or irregularities of any kind are subject to rejection. Unnecessary or extraneous attachments shall NOT be included with Proposals and will not be reviewed, utilized or considered by University.

4.2.2 Each Proposal must be submitted as one (1) package with two (2) individually sealed envelopes inside. The proposal documents, attachments, execution of offer, and any other information must be included in one envelope with a copy on USB. Two (2) copies of the proposal must be included. The completed HUB Subcontracting Plan must be in the second envelope with a copy on USB. One (1) copy of the HSP must be included. Owner prefers simple and economically produced Proposals describing the Respondent's ability to meet the requirements of this RFP in a straightforward, concise manner. In evaluating Proposals, emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and Respondent's understanding and anticipating of the Owner's needs.

4.2.3 The required hard-copy counterparts of Proposal must be printed on letter-size (8-1/2" x 11") paper assembled with spiral or metal ring bindings and contains a MAXIMUM of THIRTY (30) pages printed front and back totaling SIXTY (60) pages. Each section must be separated with a divider sheet for quick reference. The cover, table of contents, divider sheets, sample documents, incumbency certificate, Bonding Letter, HSP, Execution of Offer and Cost and Delivery Proposal does not count as printed pages. University's published manuals may be submitted in their entirety as an attachment or incorporated by reference.

4.3 EXECUTION OF OFFER

Each Proposal must include the complete, fully executed and acknowledged Execution of Offer in form and substance identical to the form attached hereto as **EXHIBIT A**.

4.4 HISTORICALLY UNDERUTILIZED SUBCONTRACTING PLAN

Based on an analysis performed by the University's Purchasing Department, subcontracting was determined not to be probable for this contract. Therefore, a HSP will not be required to be submitted with the Proposal.

4.5 GENERAL INFORMATION QUESTIONNAIRE

The General Information Questionnaire (see Section 8) must be completed and submitted with the proposal.

4.6 INFORMATION TECHNOLOGY REQUIREMENTS

The proposal must include a "Lite" or "Full" Higher Education Community Vendor Assessment Toolkit (HECVAT) questionnaire that has been completed within the past year. Information about the HECVAT and the HECVAT questionnaire forms can be found at the following URL:

<https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit>. Click the tile on the web page that corresponds to the version you would like to submit to download the appropriate form.

Contractor will address all applicable technical standards (1 TAC 206, and I TAC 213) by completing a Voluntary Product Accessibility Template (VPAT 2.4) ACR 508 Edition attesting to any electronic and information resource's (EIR) accessible features and capabilities or provide a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities. UH reserves the right to perform testing on the Contractor's deliverables to ensure the accuracy of their VPAT response regarding conformance with the 1TAC 206/1TAC 213 technical standards.

Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

4.7 ADDITIONAL REQUIREMENTS

N/A

SECTION 5 – GENERAL TERMS AND CONDITIONS

5.1 GENERAL

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

5.2 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 relating to the transaction contemplated in this RFP. The Standard Purchasing Agreement (**EXHIBIT C**) is the University's preferred form of Agreement for the sort of transaction contemplated in this

RFP and is expected to be the primary Contract Document. Any capitalized term used but not defined in this RFP has the meaning ascribed to it in the Standard Purchasing Agreement. **BY SUBMITTING ITS PROPOSAL, RESPONDENT IS EXPRESSLY CONSENTING TO THE TERMS, CONDITIONS, AND PROVISIONS OF THE GENERAL TERMS AND CONDITIONS SET FORTH IN SECTION 5 OF THIS RFP AND THEIR INCLUSION INTO THE FINAL CONTRACT DOCUMENTS.** Any requests to modify or revise the Standard Purchasing Agreement or use of another contract form must be reviewed and approved by UH System Legal Counsel and will delay the contracting process, and the University is under no obligation to accept such requests for modification or revision, or usage of other contract forms. Any request to modify or revise the Standard Purchasing Agreement or to use another contract form may be taken into consideration in reviewing the sufficiency of a Respondent's bid. Furthermore, any request to modify or revise the Standard Purchasing Agreement or to use another contract form may **at the University's sole discretion** lead to rejection or disqualification of the bid, if such revisions or modifications are unacceptable to the University, or if the other contract form is not used as a subordinate exhibit/corollary document to the Standard Purchasing Agreement or is otherwise unacceptable to the University.

Conditions of the Contract (this Section 5 - 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 System, including the component universities, teaching centers, and other satellite locations owned or operated by the University of Houston System or 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 requested services under this RFP, in accordance with the terms, conditions, and requirements herein.

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

5.3 ENTIRE AGREEMENT

The Contract Documents 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, the 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.

5.4 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.

5.5 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 with 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.

5.6 FINANCIAL REPORTS AND PAYMENT

- A. All invoices should be submitted to the University no more than 30 calendar days after the delivery of goods or completion of services that are being invoiced.
- B. University will remit payments based on valid and correct invoices no later than 30 calendar days after the later of the goods receipt date, service completion date, and invoice receipt date. Invoices must include a description of goods or services provided and an itemization of fees and/or expenses requested in a format mutually agreed upon by the Contractor and the Contract Coordinator.
- C. University shall have the right to verify the details set forth in the Contractor's invoices, either before or after payment of invoices.

5.7 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 Global Hospitality Leadership Department for prior review and approval.

5.8 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.

5.9 GENERAL RULES AND PROCEDURES FOR PURCHASING

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

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

Under Section 2155.004, Government Code, the Respondent 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.

5.10 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.

5.11 ACCESS TO DOCUMENTS

To the extent applicable to this procurement, 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.

5.12 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.

5.13 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.

5.14 SALES AND USE TAX:

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

5.15 INDEMNIFICATION:

Contractor agrees to hold UH System, the University, 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.

5.16 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.

5.17 CONFLICTS OF INTEREST

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

Respondent shall also disclose:

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

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

5.18 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.

5.19 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.

5.20 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.

5.21 NON-WAIVER OF DEFAULTS

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance 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.

5.22 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.

5.23 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 or arising under the antitrust laws of the State of Texas.

5.24 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.

5.25 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.

5.26 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.

5.27 OBSERVANCE OF UNIVERSITY RULES AND REGULATIONS

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

5.28 NO BOYCOTT CERTIFICATIONS

If Respondent is required to make a no-boycott certification pursuant to certain provisions of the Texas Government Code, Respondent certifies that Respondent does not and will not engage in any boycotts described in the Certification of No Boycott document attached hereto as **EXHIBIT D** during the term of the contract resulting from this solicitation. If Respondent does not make that certification, Respondent must indicate that in its Response and state why the certification is not required. (**EXHIBIT D**).

5.29 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.

5.30 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 prepaid, addressed as follows:

UH-Department of Purchasing
Office of the Director
5000 Gulf Freeway, Bldg. 1, Suite 212 D
Houston, Texas 77204-5015

5.31 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.

5.32 ANTI-TRUST LAWS

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

5.33 CERTIFICATION OF FRANCHISE TAX STATUS

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

5.34 DELINQUENCY IN PAYING CHILD SUPPORT

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

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

5.35 REQUIREMENTS PER TEXAS PUBLIC INFORMATION ACT

If the Contract has a value of \$1 million or more, Contractor shall:

- a. preserve all "contracting information" (as defined in Section 552.003 of the Texas Government Code) related to the Contract as provided by the records retention requirements applicable to the University for the duration of the Contract;
- b. provide to the University any contracting information related to the Contract that is in the custody or possession of Contractor on request of the University no later than ten (10) business days after receiving such request from University; and
- c. on completion of the Contract, either:
 - i. provide at no cost to the University all contracting information related to the Contract that is in the custody or possession of Contractor; or
 - ii. preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the University.

Furthermore, Contractor agrees that the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Contractor agrees that the Contract can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

The Certification of Compliance – Texas Public Information Act (**EXHIBIT E**) is required to be included with all contracts and purchase orders with a value of at least \$1 million and is incorporated into the Contract to which it is attached to and executed with.

5.36 Corporate Partnerships and Sponsorships

Corporate Partnerships provide increased value beyond simple purchasing agreements by leveraging the University's consolidated spending power across all campuses, athletic, academic, and research strengths and other marketing assets to develop expanded and coordinated opportunities for both the University and its corporate partners. Corporate partners are University suppliers and service providers whose affiliations with the University may help to expand their markets or create mutually beneficial opportunities. The University seeks to develop mutually beneficial opportunities with corporate partners and encourages proposers to explore ways to increase the value of the partnership between the University and the corporate partner. Opportunities are listed on the [University of Houston Corporate Sponsorship webpage](#) might include:

- Research projects

- Internships
- Philanthropy (scholarships, program sponsorships)
- Athletic sponsorships
- Naming rights

Proposers should submit the University of Houston **Corporate Response Form (EXHIBIT F)** to indicate any areas of interest for additional partnership opportunities and return the completed form with their response to this solicitation, separately from their bid response, to the buyer named in this solicitation. Corporate Response Forms embedded in solicitation responses will be considered non-compliant and the proposer will be provided forty-eight (48) hours to submit a corrected solicitation response and Corporate Response Form.

Proposer interest in additional partnership opportunities will not be disclosed to the solicitation evaluation committee. Proposer interest in additional partnerships will not be utilized in scoring except by the Purchasing Department in the event of a tie between two proposers. Proposer interest in additional partnerships will not be a part of contractual negotiations. The additional partnership interests of the winning proposer will be provided to the appropriate University department once the contract resulting from the solicitation is fully executed. That office will assist proposers and awardees with the development and execution of these opportunities.

SECTION 6 – DESCRIPTION OF SERVICES-GENERAL REQUIREMENTS - SCOPE OF WORK

6.1 GENERAL REQUIREMENTS

Preferred Agency Requirements

Established expertise and history of producing numerous high-quality storytelling for tier-one collegiate level brands.

Proven process to research, develop, present, and execute comprehensive and integrated brand-marketing strategies, roadmaps, and tactical plans.

Strong portfolio of naming brands, creating their visual and verbal identity systems, and producing integrated strategic brand storytelling at all levels in the marketplace.

Demonstrate respondents' deep understanding of the University of Houston brand, its history, and specifically, the Conrad N. Hilton College of Global Hospitality Leadership. Ability to follow and enhance as appropriate all established brand standards.

6.2 SERVICES TO BE PERFORMED

Master project roadmap specifying all project goals; dedicated team members and roles; and schedules for milestones, deliverables, tasks, and check ins. Deliverables contained in the master project roadmap are expected to include, but not be limited to the following:

- Goal refinement and targeting
- Research approach, method, and plan
- Research findings and recommendations
- Strategic marketing plan
- Content strategy

- Stories conceived, produced, and published
- Content distribution and dissemination
- Iterative engagement analysis, results, and refinements
- Formal monthly reports and presentations
- Final project results, suggestions for next steps
- Budget forecast to complete the strategic plan

6.3 ORAL PRESENTATION/WRITTEN CLARIFICATION

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

6.4 SERVICE FEES AND EXPENSES

Utilize the Standardized Bid Summary Form (Exhibit G) to indicate proposed fees and expenses for all items included in the bid proposal.

6.5 PAYMENTS

Payments will be made 30 calendar days after the later of invoice receipt, delivery of goods, and completion of services. Invoices must include an itemized description of services based on services agreement. University shall have the right to verify the details set forth in the Contractor's invoices, either before or after payment of the invoice.

6.6 UNIVERSITY RESPONSIBILITIES

The University will assist the contractor by performing the following actions:

Assigning an individual to act as primary contact for this contract.

Departmental Contact – Paul Roch

6.7 REFUNDS:

The University will establish per terms of the contract.

6.8 TAXES

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

6.9 INSURANCE AND LEGAL REQUIREMENTS

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

6.10 COMPLIANCE WITH THE UNIVERSITY PREMISE RULES

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

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

6.11 TRANSITION PLAN

The Contractor shall submit an implementation plan addressing whether transition would be on a designated date or in predetermined time phases.

6.12 CONTRACT COORDINATOR

The University will exercise its right and obligations under the Contract through the contract coordinator for this contract (**Departmental Contact – Paul Roch**) who will serve as Contract Coordinator.

6.12.1 All services 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 the 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.

6.12.2 In the event services performed by the Contractor do 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.

SECTION 7 – INSURANCE REQUIREMENTS

7.1 REQUIRED COVERAGE

7.1.1 The insurance requirements for any contract awarded pursuant to this solicitation are set forth in the Contract Form. Respondents are hereby advised of the following coverage requirements specific to this Project:

7.1.1 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, Respondent shall obtain, at its sole expense and at no cost to the Owner, the following coverages and shall maintain such coverage in full force and effect:

7.1.2 Commercial General Liability Insurance 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;

7.1.3 Professional Liability or Errors & Omission Insurance (For Professional Services only) of not less than five million dollars (\$5,000,000) per occurrence for professional services i.e., Physician, Lawyer, Architect, Engineer, other "Professional" or a Consultant representing his own firm;

7.1.4 If, during the Term, Respondent will enter Owner property, Respondent shall also maintain the following insurance:

- a. Workers' Compensation and Employers Liability Insurance covering all individuals who provide Services pursuant to the agreement at the request of the Respondent, 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 Liability in amounts of not less than one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) for disease (policy limit), and one million (\$1,000,000) for disease (per person).
- b. Commercial Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000) or in the event Respondent does not own automobiles, Respondent agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy;

7.1.5 Owner may require additional insurance coverages and/or limits depending on the nature and scope of the contract.

7.1.6 Providing and maintaining insurance coverage is a material term of this solicitation. Respondent shall provide Certificates of Insurance evidencing the Insurance Requirements no later than ten (10) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance. Insurance coverages must be written by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company. Respondent shall provide the Owner a full and complete copy of any insurance policy promptly upon request by the Owner, and without charge to the Owner.

7.1.7 Insurance Endorsements. The Owner shall be listed as an Additional Insured on the Commercial Liability and Automobile Liability policies. A waiver of subrogation must be granted in favor of the Owner for all policies. Respondent's insurance coverage must be primary and non-contributory for all policies. A 30 day notice of cancellation or material changes must be provided to the Owner for all policies.

7.1.8 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 Respondent in accordance with requirements set forth in the Contract.

7.1.9 Pollution Liability may be required for this Project.

7.1.10 Special form builder's risk or installation floater coverage is not required for this project.

7.1.11 \$5,000,000 in excess/umbrella liability insurance.

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

7.2 INSURANCE ENDORSEMENTS

The University shall be listed as an Additional Insured on the Commercial Liability and Automobile Liability policies. A waiver of subrogation must be granted in favor of the University for all policies. Contractor’s insurance coverage must be primary and non-contributory for all policies. A 30 day notice of cancellation or material changes must be provided to the University for all policies.

7.3 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 Respondent in accordance with requirements set forth in the Contract.

SECTION 8 –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 found. 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 the date(s), details, circumstances, and prospects for resolution.
7. Provide a customer reference list of no less than three (3) organizations, including higher education, with which your company currently has contracts with and/or has previously provided the goods/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 a relative, business associate, capital funding agreement or any other such kinship exist between your company and any 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 VI.
10. Provide an estimate of the earliest start date following the execution of a contract.
11. Submit a work plan with key dates and milestones. Your response should include:
 - a. Identification of tasks to be performed and/or equipment to be provided
 - b. Time frames to perform the identified tasks
 - c. List any compliance requirements and strategies for federal, state and local governmental regulations, insurance requirements including worker's compensation, licenses, and permits, if any and any other regulations as appropriate.
12. Describe the strategy and controls that will be utilized to assure products and services provided, pricing and terms, project timeline, maintenance support, and training. Include samples of reports and documents if appropriate.
13. What difficulties do you anticipate in serving the University and how do you plan to manage these? What assistance will you require from the University?
14. Describe your company's quality assurance program, what are your company's requirements, and how are they measured?

SECTION 9 – EVALUATION CRITERIA PROCESS

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

The Appointed Representatives of the Evaluation Committee will evaluate the Respondents' written responses on the criteria set forth under General Business Requirements in Section 6. Those responses which pass ALL General Business Requirements will be further evaluated.

The written responses which have passed the General Business Requirements will be evaluated by the Evaluation Committee on the Criteria listed under Functional Requirements and under Operational Requirements (Section 6.2). A point value will be assigned by the Evaluator to each Criteria:

- 0 – Respondent did not respond to this Criteria
- 1 – The Response to this Criteria was Poor
- 2 – The Response to this Criteria was Fair
- 3 – The Response to this Criteria was Average
- 4 – The Response to this Criteria was Good
- 5 – The Response to this Criteria was Excellent

The Evaluations will take place separately and without discussion among Evaluation Committee members.

If Oral Presentations are required, a series of questions will be prepared by the Evaluation Committee and presented to each Short Listed Respondent by a Purchasing representative. Additionally, a set schedule will be made available from which a Presentation date will be chosen by Respondent.

If the Evaluation Committee determines that Oral Presentations are not required the determination of the preferred Respondent will be communicated to the Purchasing Department.

After preferred Respondent is identified, a purchasing representative will send notification letters (via e-mail) to all Respondents regarding the Evaluation Committee's decision to award.

Respondents are strongly encouraged to deliver their responses identifying the criteria listed below and explaining how the product meets or exceeds the criteria (e.g. "Criteria 1 – Our product meets the criteria by providing..."). THIS IS CRITICAL TO THE EVALUATION PROCESS. If possible, responses should be in the same order as the criteria.

Evaluation Criteria	Points Allowed
Criteria 1 Cost: Pricing as indicated on Exhibit G	30%
Criteria 2: Established expertise and history of producing numerous high-quality storytelling for tier-one collegiate level brands	20%
Criteria 3: Proven process to research, develop, present, and execute comprehensive and integrated brand-marketing strategies, roadmaps, and tactical plans	20%

Criteria 4: Strong portfolio of naming brands, creating their visual and verbal identity systems, and producing integrated strategic brand storytelling at all levels in the marketplace.	15%
Criteria 5 Demonstrate respondents' deep understanding of the University of Houston brand, its history, and specifically, the Conrad N. Hilton College of Global Hospitality Leadership.	10%
Criteria 6: Ability to follow and enhance as appropriate all established brand standards.	5%
TOTAL	100%

SECTION 10 – EXHIBITS

The following exhibits are located on the Electronic State Business Daily. Visit <http://www.txsmartbuy.com/sp> and under **Agency/Texas SmartBuy Member Name**, select **University of Houston – 730**. Under **Status**, select **Posted** and click **search** to get a list of active University of Houston projects.

Website is best viewed using Chrome.

Below are exhibits for this project:

EXHIBIT A- EXECUTION OF OFFER *REQUIRED*

EXHIBIT B- HUB SUBCONTRACTING PLAN (HSP) & TIP SHEET

EXHIBIT C- STANDARD PURCHASING AGREEMENT

EXHIBIT D- NO BOYCOTT CERTIFICATIONS

EXHIBIT E- CERTIFICATION OF COMPLIANCE – TEXAS PUBLIC INFORMATION ACT

EXHIBIT F- CORPORATE RESPONSE FORM