

U N I V E R S I T Y of
HOUSTON

REQUEST FOR PROPOSAL
RFP730-20046 Bauer College Marketing Strategy and Service

Posting Date:

Friday, January 3, 2020

Proposal Due Date:

Monday, January 27, 2020 @ 2:00 pm CST

(HSP) HUB Subcontracting Plan Due Date:

Monday, January 27, 2020 @ 2:00 pm CST

NOTE: Proposal and HSP must be in separate envelopes when submitted to Purchasing and will be opened on the HSP due date and time.

Deliver Bid Response to:

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

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 (System) 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.

UH's Bauer College of Business seeks to contract with a marketing firm to develop, recommend, collaborate and execute strategic marketing services for Bauer College's Office of Graduate & Professional Programs, which includes MBA and MS programs. The selected firm will be expected to work in conjunction with existing contractors who handle specific smaller components within the umbrella of college marketing activities. The list below includes elements of services sought and proposals may include additional services offered by bidding firms:

Marketing & Advertising

- Marketing Discovery phase to include but not limited to research and analysis, learning the details of the different Bauer Graduate Programs and pinpointing which technologies, tools, and processes would be most successful for marketing them.
- Develop a distinct and compelling value proposition for graduate and professional programs at Bauer College driven by market research and the college strategic plan. These should be aligned with the content of the college's strategic plan.
- Develop value propositions for each program within the college's Office of Graduate & Professional Programs that identify the unique selling points of pursuing those respective degrees¹.
- Craft student personas for each program within the college's Office of Graduate & Professional Programs, including demographic information, behaviors and values, goals and challenges and marketing needs².
- Media planning and buying: assess opportunities for paid advertising in different media (other than digital)³ and partnerships and provide overall recommendation for Bauer College's Office of Graduate & Professional Programs.
- Create integrated advertising campaigns for MBA and MS programs, including written plan (objectives, strategies, tactics, budgets) and creative brief(s). If needed, provide overall design or support in-house creative team.

¹ Value proposition and creative briefs for the Executive MBA and MS in Business Analytics have already been formulated. Remaining degree programs offered by Bauer College can be discovered on our website:

<https://www.bauer.uh.edu/graduate-studies/>

² The personas for the Executive MBA, Full-Time MBA and Professional MBA have been already developed.

³ The College has already hired the services of an agency that executes digital marketing.

Digital Marketing

- Collaborate and coordinate with agency partners charged with overall digital marketing efforts for Bauer College's Office of Graduate & Professional Programs
- In coordination and collaboration with agency partners assess digital platforms (mobile website, desktop website) and provide recommendations and/or services for improvement in increasing applications, improving user experience, streamlining content and navigation, and refreshing overall design (within university brand standards).

Re-design and develop the current web pages for each of the Bauer Graduate Programs.

In order to avoid misunderstandings the hired agency shall implement the re-designed websites. For the re-designed web pages, establish a system for generating content.

- Participate in periodic coordination meetings with agency partners that execute digital marketing strategies and campaigns.

Account Management & Reporting

- Collaborate with and coordinate strategic marketing efforts among leadership and staff from Bauer College's Office of Graduate & Professional Programs, Office of the Dean and Office of Communications, as well as agency partners
- Meet with Bauer College leadership and staff as needed to discuss and execute initiatives, including one face-to-face project kickoff meeting
- Provide weekly status reports to Bauer College leadership and staff to give progress of all projects
- Develop benchmarks and KPIs to assess the college's ongoing progress on strategic marketing initiatives and market performance

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.

Submit one (1) original "signed" hard bound proposal in a 3-ring binder and one (1) hard bound copy plus one (1) electronic copy in a memory drive (USB) of the proposal and all attachments supporting the proposal referenced with, "RFP730-20046 Bauer College Marketing Strategy and Service" which 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 not be a 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 “RFP730-20046 Bauer College Marketing Strategy and Service” 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 his 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) years with the option to renew four (4) additional one-year terms, for a maximum of five (5) 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 Contract may be terminated by the University in accordance with this provision. Termination of work shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Under no circumstances will the Contractor be entitled to payment for anticipated profits, unabsorbed overhead, or interest on borrowing by reason of such termination.

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

SECTION 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 System is not bound to accept the lowest priced proposal if that proposal is not in the best interest of the System as determined by the System. The System 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 of the University to customize its screening program options in a way that will best meet the needs of the University, i.e.: a la carte services.
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 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.

2.5 COMMITMENT

Respondent understands and agrees that this RFP is issued on the anticipated need for requested services and that the University has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands

that any cost borne by the Respondent, which arises from Respondent's performance hereunder, shall be at the sole risk and responsibility of Respondent.

2.6 KEY EVENTS SCHEDULE

Posting of RFP for public bidding (ESBD)	Friday, January 3, 2020
Inquiries and Interpretations Deadline	Friday, January 10, 2020 @ 5:00 pm CST
Proposal Submittal Deadline	Monday, January 27, 2020 @ 2:00 pm CST
HSP Submittal Deadline	Monday, January 27, 2020 @ 2:00 pm CST
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 System will be in observance of the following holiday(s):

Martin Luther King: Monday, January 20, 2020

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, the University shall make a good faith effort to utilize HUBs in

contracts for construction, goods, and services. University strives to achieve HUB program goals by contracting directly with HUBs or indirectly through HUB subcontracting opportunities. If the University determines that subcontracting is probable under the contract, a HUB Subcontracting Plan (“HSP”) must be completed by the Respondent and submitted with the Proposal in accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter B. The HSP, if required by this solicitation, 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 the University.

HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION

The Respondent will also provide monthly Progress Assessment Reports to the University during the life of the contract to verify compliance with the HSP in the manner indicated by the University.

PROGRESSIVE ASSESSMENT REPORTS (PARS)

The Respondent shall maintain business records documenting compliance with the HUB Subcontracting Plan (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.

The Respondent shall report to the university the identity and amount paid to each HUB and non-HUB subcontractor to whom the Respondent has awarded a subcontract for labor, supplies, materials, and equipment. The subcontractors listed in the PARs should be the same vendors identified in the HSP during the life of the contract. Complete the PARs Designee Form and submit with the HUB Subcontracting Plan.

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 IV) shall govern any contract issued as a result of this solicitation (RFP).

All Respondents must comply with the requirements listed on Section III Proposal Requirements, Section V Description of Services, and Section IV 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) original signed document plus hard bound proposal in a 3 ring binder and one (1) electronic copy in a memory drive (USB) of the proposal and all attachments supporting the proposal. University 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 requirements, and understanding and anticipation of University'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 HUB SUBCONTRACTING PLAN

Based on an analysis performed by the University's Purchasing Department, subcontracting was determined to be probable for this contract. Therefore, a HSP will be required to be submitted with the Proposal. EXHIBIT B contains the HSP form and instructions. Also included in EXHIBIT B, is an additional HSP Instruction Tip Sheet to assist in completing the HSP. Return HUB Plans in separate envelopes, USB, sealed, and with the reference number RFP730-20046 Bauer College Marketing Strategy and Service. If you have any questions about completing the HSP, if required, please contact the HUB Department via email at hubdocs@uh.edu.

4.5 GENERAL INFORMATION QUESTIONNAIRE

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

4.6 ADDITIONAL REQUIREMENTS:

4.6.1

The proposal should contain the following sections:

- Executive Summary
- Statement of Work
- Project Plan
- Acceptance Test (for the web pages)
- Project structure
- Key Staff
- Responsibility Matrix (RASCI matrix)

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. The Contract Documents consist of the Agreement or Purchase Order. The Standard Purchasing Agreement (**EXHIBIT C**) is the University's preferred form of Agreement. Any capitalized term used but not defined in this RFP has the meaning ascribed to it in the Contract Form. **BY SUBMITTING ITS PROPOSAL, RESPONDENT IS EXPRESSLY CONSENTING TO THE TERMS, CONDITIONS, AND PROVISIONS OF THE CONTRACT FORM.** Any change or addendum to 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. Also, use of another contract form may lead to rejection of the bid, if such form is not used as an exhibit/corollary document to the Standard Purchasing Agreement.

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 Bauer College of Business, Graduate and Professional Programs 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 OF ISRAEL

If Respondent is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that Respondent does not boycott Israel and will not boycott Israel 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.

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

6.1 GENERAL REQUIREMENTS

UH's Bauer College of Business seeks to contract with a marketing firm to develop, recommend, collaborate and execute strategic marketing services for Bauer College's Office of Graduate & Professional Programs, which includes MBA and MS programs. The selected firm will be expected to work in conjunction with existing contractors who handle specific smaller components within the umbrella of college marketing activities.

6.2 SERVICES TO BE PERFORMED

The list below includes elements of services sought and proposals may include additional services offered by bidding firms:

Marketing & Advertising

- Marketing Discovery phase to include but not limited to research and analysis, learning the details of the different Bauer Graduate Programs and pinpointing which technologies, tools, and processes would be most successful for marketing them.
- Develop a distinct and compelling value proposition for graduate and professional programs at Bauer College driven by market research and the college strategic plan. These should be aligned with the content of the college's strategic plan.
- Develop value propositions for each program within the college's Office of Graduate & Professional Programs that identify the unique selling points of pursuing those respective degrees.
- Craft student personas for each program within the college's Office of Graduate & Professional Programs, including demographic information, behaviors and values, goals and challenges and marketing needs.
- Media planning and buying: assess opportunities for paid advertising in different media (other than digital) and partnerships and provide overall recommendation for Bauer College's Office of Graduate & Professional Programs.
- Create integrated advertising campaigns for MBA and MS programs, including written plan (objectives, strategies, tactics, budgets) and creative brief(s). If needed, provide overall design or support in-house creative team.

Digital Marketing

- Collaborate and coordinate with agency partners charged with overall digital marketing efforts for Bauer College's Office of Graduate & Professional Programs
- In coordination and collaboration with agency partners assess digital platforms (mobile website, desktop website) and provide recommendations and/or services for improvement in increasing applications, improving user experience, streamlining content and navigation, and refreshing overall design (within university brand standards).

Re-design and develop the current web pages for each of the Bauer Graduate Programs.

In order to avoid misunderstandings the hired agency shall implement the re-designed websites.

For the re-designed web pages, establish a system for generating content.

- Participate in periodic coordination meetings with agency partners that execute digital marketing strategies and campaigns.

Account Management & Reporting

- Collaborate with and coordinate strategic marketing efforts among leadership and staff from Bauer College's Office of Graduate & Professional Programs, Office of the Dean and Office of Communications, as well as agency partners
- Meet with Bauer College leadership and staff as needed to discuss and execute initiatives, including one face-to-face project kickoff meeting
- Provide weekly status reports to Bauer College leadership and staff to give progress of all projects
- Develop benchmarks and KPIs to assess the college's ongoing progress on strategic marketing initiatives and market performance

The proposal should contain the following sections:

- Executive Summary
- Statement of Work
- Project Plan
- Acceptance Test (for the web pages)
- Project structure
- Key Staff
- Responsibility Matrix (RASCI matrix)

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

6.4 SERVICE FEES AND EXPENSES

- Labor/Consulting fees (for each element proposed)
- Materials fees (for each element proposed)
- Account management fees

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:

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

- Leiser Silva, Associate Dean, Bauer Graduate and Professional Programs

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 (**Bauer Graduate and Professional Programs – Leiser Silva**) 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

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

- 7.1.1** 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;
- 7.2.1** 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;
- 7.3.1** If, during the Term, Contractor will enter University property, Contractor shall also maintain the following insurance:
 - Workers' Compensation and Employers Liability Insurance covering all individuals who provide Services pursuant to the agreement at the request of the Contractor, 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).
 - Commercial Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000) or in the event Contractor does not own automobiles, Contractor 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;
- 7.4.1** University may require additional insurance coverages and/or limits depending on the nature and scope of the contract.
- 7.5.1** Providing and maintaining insurance coverage is a material term of this solicitation. Contractor 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. 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.

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 “marketing strategy development and execution” 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: List purchase price	30
Criteria 2 Reputation of the vendor and of the vendor’s goods or services	20
Criteria 3 Quality of the vendor’s goods or services	20
Criteria 4 Extent to which the goods or services meet UHS’ needs	30
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

Exhibit B – Hub Subcontracting Plan and Tip Sheet

Exhibit C – Standard Purchasing Agreement

Exhibit D – No Boycott Form

EXHIBIT E- CERTIFICATION OF COMPLIANCE – TEXAS PUBLIC INFORMATION ACT **Will be uploaded as an addendum at a later date**

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 in the RFP and documents incorporated therein including, but not limited to, the Contract Form.
2. By signature hereon, Respondent affirms that Respondent has neither 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 Proposal. Failure to sign hereon, or signing with a false statement, shall void the Proposal and any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.
3. By signature hereon, Respondent certifies that (a) Respondent is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or (b) that Respondent is exempt from the payment of such taxes, or (c) that Respondent is an out-of-state entity 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 individual signing on behalf of Respondent hereby certifies that neither such individual nor Respondent (including anyone acting for Respondent) 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 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 the RFP are current, complete and accurate.
6. By signature hereon, Respondent certifies that if a Texas address is shown as Respondent's address at/on _____, Respondent qualifies as a Texas Bidder as defined in Chapter 2155.444, Texas Government Code and that the preference indicated below is claimed under Chapter 2155.444, Texas Government Code:
 - Agricultural product produced or grown in Texas
 - Texas Bidder is a service-disabled veteran
 - Produced in Texas and/or offered by Texas Bidder
 - Produced in USA
 - No Preference claimed

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7. By signature hereon, Respondent certifies it is legally authorized to claim the following status pursuant to Texas law:
 - Small Business (Chapter 2006.001, Texas Government Code)
 - Historically Underutilized Business (Chapter 2161, Texas Government Code)
 - Certified by Texas Department of Commerce
 - Status not claimed

8. By signature hereon, Respondent agrees that the Historically Underutilized Business (HUB) Subcontracting Plan (HSP), if required by this solicitation, 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 the University. The Respondent will also provide monthly Progress Assessment Reports to the University during the life of the contract to verify compliance with the HSP in the manner indicated by the University.

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 as follows:

“Under Section 2270.002, Texas Government Code, the consultant or applicant certifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the term of any agreements resulting from this proposal.

11. By signature hereon, Respondent certifies that (a) no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exists between Respondent and an employee of any component university of the University of Houston System, (b) Respondent has not been an employee of any component university of the University of Houston System within the twelve (12) months immediately preceding the submission of the Proposal, and (c) under Section [2155.004](#), Government Code, 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.. These certifications are subject to administrative review and approval prior to the University entering into any contract with Respondent.

12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for the RFP. (Ref. Chapter 2155.004, Texas Government Code)

13. By signature hereon Respondent represents, warrants and covenants that all articles and services quoted in its Proposal meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (29 U.S.C. Chapter

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15) and its regulations in effect or proposed as of the date of the RFP.

14. By signature hereon, Respondent warrants and covenants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

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Complete the following:

VIN No: _____

FEI No: _____

If Sole Owner, SSN: _____

If a Corporation:

State of Incorporation: _____

Charter No: _____

15. Addenda Checklist

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

No.1	No. 2	No. 3	No. 4	No. 5	No. 6	No. 7	No. 8	No. 9	No. 10

16. Certificate of Incumbency

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the Proposal is authorized (a) to sign such documents on behalf of Respondent, (b) to bind Respondent under any contract that may result from the submission of the Proposal, and (c) to make the following certification of incumbency

The following individuals and/or positions are authorized to sign for _____ (complete legal name of Respondent, including its entity type and state of formation) (“**Respondent**”) in order to bind Respondent in any contract or purchase order that results from the Proposal.

Name of Individual (optional)	and/or	Position in Company (required)

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Instructions for Certificate of Incumbency:

1. Names of individuals authorized to sign for the company are optional but positions (job titles) are required.
2. If a limited partnership, individuals/positions listed must have authority to bind the general partner on behalf of the limited partnership.
3. Insert more rows for additional individuals/positions authorized to sign, if needed.

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Submitted by:

(Respondent's Complete Legal Name)

(Authorized Signature)

(Printed Name/Title) – Must be VP or higher position

(Date)

(Street Address)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

(Email Address)

Note: The person signing the Execution of Offer must be a Vice President or higher position authorized to bind Respondent.



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____	Requisition #: _____
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SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____	Requisition #: _____
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IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____	Requisition #: _____
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SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.
 Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: _____
Requisition #: _____	(mm/dd/yyyy)
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than _____ on _____ .	
Central Time Date (mm/dd/yyyy)	
<i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i>	
<i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i>	
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: - Not Applicable	
4. Bonding/Insurance Requirements: - Not Applicable	
5. Location to review plans/specifications: - Not Applicable	

**University of Houston
Historically Underutilized Business (HUB)
HUB Subcontracting Plan Tips Sheet**

The University of Houston strives to provide you with the most effective resource materials to ensure that your HUB Subcontracting Plan (HSP) is compliant.

First, determine what HSP option will best fit the commodity, project and/or service requirements. Below are the four (4) HSP options outlined within the HSP.

**Using
Subcontractors**

OPTION 1- 100% HUB Participation. The respondent will use only HUB subcontractors for the project.

OPTION 2- The respondent **WILL MEET** the HUB subcontracting goals as identified in the Agency Special Instructions or within the solicitation document.

OPTION 3- The respondent **WILL NOT** meet the HUB subcontracting goals as identified in the Agency Special Instructions or within the solicitation document.

OPTION 4- Self Perform- The respondent will NOT be subcontracting any portion of the contract and will utilize its own resources in completing the project. **Provide a narrative on how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.**

DETERMINATION OF GOOD FAITH EFFORTS WHEN SUBCONTRACTING

- Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices.
- Give notification in writing to all potential bidders –Notification Form is included in the HSP package. Use of this form is highly recommended.
- You must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your response to the contracting agency (does not include the day notice was sent).
- Notify a minimum of two (2) minority, women and veteran trade organizations or development centers of subcontracting opportunities
- Give notification to at least three (3) HUBs for each trade identified for the project. Must have an active HUB status. "Pending" HUB certification will not be meet the requirement.
- Provide written justification of the selection process if a HUB is not selected.
- Provide supporting documentation of all good faith efforts. Failure to produce required documentation may result in rejection of your HUB Plan and subsequently your proposal.

For instructions on how to complete a HSP visit www.uh.edu/hub and select the RESOURCE link from the home page. For a listing of minority, veteran and women owned trade organizations visit <http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

POSSIBLE CAUSES FOR REJECTION WILL INCLUDE

- Failure to provide 7 (seven) working days' notice to HUBs
- Failure to properly notify HUBs and/or provide sufficient information to bid
- Failure to notify minimum of two trade organizations
- Failure to include supporting documentation of all Good Faith Efforts
- Telephone logs will not be accepted as documentation of good faith efforts; only fax, e-mail and written correspondence are acceptable.

CONTACT INFORMATION/RESOURCE INFORMATION

Should you have any questions please contact the following:

- University of Houston HUB website- www.uh.edu/hub
- Director of HUB Operations Dr. Linelle Clark-Brown – flclarkb@central.uh.edu
- Senior HUB Specialist Brandon Davis – bdavis21@central.uh.edu
- Buyer as listed on the solicitation document

Certification of No Boycott of Israel Form

If Contractor/Vendor is a “Company”, as that term is defined in Section 808.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the Term of this Agreement; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2270.002.**
- This form is required to be attached to all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "Boycott Israel" means “refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes”. Furthermore, Texas Government Code §808.001 states that the term “Company” means a “for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit”, provided however that Texas Government Code §2270.001(2) excludes sole proprietorships from this definition of “Company”.

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit “Company” as defined above, pursuant to Texas Government Code §808.001 and §2270.001(1).
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the University.

Name

Signature

Date