

REQUEST FOR PROPOSAL



Public Relations Firm

**For
The University of Texas Medical Branch at Galveston**

RFP No.: 24-033

Pre-Proposal Conference: July 31, 2024; 10:00 am

Proposal Submittal Deadline: August 23, 2024; 3:00 PM CDT



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Prepared by: Gordon Murray
Non-Clinical Sourcing Manager

Date: July 24, 2024

HSP Requirement

Response to this RFP requires the Respondent to submit a HUB Subcontracting Plan, (HSP), detailed in Section 1, “Historically Underutilized Businesses”, Policy on Utilization of Historically Underutilized Business (HUB). Failure to submit the HSP will result in your Proposal being disqualified.

If you have any questions or need assistance please contact UTMB’s Manager of Supplier Diversity Programs/ HUB Program Coordinator, Karen Gross, at (409) 266-1094 or klgross@utmb.edu.

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1. NOTICE TO RESPONDENTS

The University of Texas Medical Branch at Galveston (“UTMB Health”, “University” or “UTMB”), has been at the forefront of health sciences, education, research and clinical excellence since it was established in 1891 as the state’s first academic medical center. The university has grown from one school, one academic building and one hospital to encompass five schools; a robust research enterprise; a comprehensive health system with four hospital campuses and an extensive network of ambulatory clinics; and a leading Correctional Managed Care program. The institution is growing strategically to make its vision of a healthier future for our state and beyond a reality. Please see UTMB’s website for further details related to UTMB’s plans for growth and consider this growth as part of your firm’s response.

Educating the health care workforce of the future—UTMB now includes the John Sealy School of Medicine and schools of Nursing, Health Professions, Graduate Biomedical Sciences and Public and Population Health, which collectively enroll 3,900 students, employ more than 900 faculty, and train 684 residents and fellows. Educational programs benefit from significant investment in simulation technology.

Discovering tomorrow’s health care—UTMB operates a world-renowned research enterprise that attracts significant external funding from government and other sources each year. The university is home to several institutes for advanced study: Institute for Bioethics and Health Humanities, Institute for Human Infections and Immunity, Institute for Translational Science and Sealy Institute for Vaccine Development. An Institute for Drug Discovery is under development as well. An international leader in infectious diseases research, UTMB is home to the Galveston National Laboratory, one of only two such national labs and the only national lab in Texas.

Providing a full system of care—Through the UTMB Health System, residents throughout the region and beyond have access to a full range of services, including primary and specialty care delivered in ambulatory clinics; urgent care services; emergency and trauma care; and advanced care and procedures in UTMB’s six hospitals. In Fiscal Year 2021, the UTMB Health System recorded more than 1.7 million outpatient encounters and 40,000 hospital discharges.

The historic Galveston Campus is situated on 84 acres on the east end of Galveston Island and is home to the 252-bed Jennie Sealy Hospital, an adult medical/surgical and intensive care hospital, and the adjacent 196-bed John Sealy Hospital. Currently under extensive modernization, John Sealy Hospital provides care for women, infants and children and will include behavioral health and rehab services in the near futures. The campus is also home to the 108-bed Texas Department of Criminal Justice (TDCJ) Hospital (more commonly known as Hospital Galveston), which is dedicated solely to the care of Texas’s offender population. The Galveston Campus includes a Level I Trauma Center (highest designation), Level IV Neonatal ICU (highest designation), an American Burn Association-verified adult burn center, and a unique Biocontainment Care Unit.

The Angleton Danbury Campus in Brazoria County provides community-level primary, specialty, urgent and emergency care while expanding access to UTMB’s entire network of hospitals and clinics for surrounding communities. A new outpatient center provides additional services to the region. The campus emergency room is the first trauma center-designated facility in Brazoria County at Level IV.

UTMB’s League City Campus includes a 97-bed hospital, emergency room and Level III Trauma Center, urgent care clinic, and specialty clinics. UTMB also has a first-of-its-kind collaboration with MD Anderson Cancer Center on the campus.

UTMB’s Clear Lake Campus is home to a 176-bed hospital, an emergency room and Level III Trauma Center (which is actively pursuing Level II trauma capability). In 2019, UTMB opened a 15-bed inpatient pediatric unit in collaboration with Children’s Memorial Hermann. In addition to the hospital, the Clear Lake Campus features an ambulatory clinic facility.

UTMB operates more than 90 clinics across the Houston-Galveston region and beyond, providing much needed primary and specialty care services to a rapidly growing population. It also provides care to women and children through a network of 13 Regional Women’s Services and Pediatrics clinics.

UTMB also operates an extensive Correctional Managed Care program, which cares for more than 96,000 offenders in approximately 100 state prisons and other correctional facilities. The program includes a sophisticated pharmacy system that serves all prison units in Texas, as well as one of the largest pharmacies and largest telemedicine programs in the nation.

UTMB is a component of The University of Texas System and a member of the Texas Medical Center.

1.1. General

- 1.1.1. The University of Texas Medical Branch at Galveston is accepting proposals for a Public Relations Firm to provide services for UTMB ("Services") in accordance with the terms, conditions, and requirements set forth in this Request for Proposal, RFP#22-033. This Request for Proposal, ("RFP") provides sufficient information for interested parties to prepare and submit proposals for consideration by UTMB.
- 1.1.2. Respondents are encouraged to provide an offering that presents the maximum benefit to UTMB in terms of (1) total overall cost, and (2) project management expertise. Applicability of educational, state, and local government, and any other available discounts should be strongly considered.
- 1.1.3. **RESPONDENTS REPRESENT THAT THEY HAVE THE KNOWLEDGE, ABILITY, SKILLS, AND RESOURCES TO PROVIDE SUCH GOODS OR SERVICES AS REQUIRED HEREIN.**
- 1.1.4. **THIS RFP IS A SOLICITATION FOR PROPOSAL AND IS NOT AN AGREEMENT OR AN OFFER FOR AN AGREEMENT.**
- 1.1.5. **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

- 1.2.1. UTMB will accept proposals until 3:00 PM local Galveston, Central Daylight Time (CDT), **Friday, August 23, 2024.**

1.3. Pre-Proposal Conference

- 1.3.1. All Respondents interested in submitting a proposal are strongly encouraged to attend a Pre-Proposal Conference via Microsoft Teams conference call. The conference call will begin at **10:00 am; Wednesday, July 31, 2024**, reference Notice to Respondents, Attachment B - Microsoft Teams Instructions.

The purpose of the conference will be to highlight important points in the RFP (due dates, required documents for proposal submittal, etc.). Questions regarding the scope of work will not be addressed at the conference; these types of questions should be posed per the instructions in paragraph 1.5 below.

- 1.3.2. Attendance at the conference is not required in order to submit a proposal, and attendance will not be a factor in evaluating the proposals.

1.4. Silent Period

- 1.4.1. UTMB is committed to ethical contracting standards and practices that help prevent a conflict of interest or the appearance of a conflict of interest. UTMB shall have a "Silent Period" during the solicitation that limits communication regarding this RFP. All communication during this solicitation should only involve the Purchasing department or HUB Coordinator and Respondents should not discuss any portion of this solicitation with any UTMB employee outside of the Purchasing department or HUB Coordinator during this time period.
- 1.4.2. The "Silent Period" shall begin with the issuance of this RFP and ends upon the execution of an Agreement(s) with selected Respondents. In addition, during the "Silent Period", Respondents should not give any gifts or any other items of value to any UTMB staff that may be affiliated with this RFP.
- 1.4.3. Respondent(s) agree and understand that noncompliance with the "Silent Period" may result in disqualification from this RFP.

1.5. UTMB Contacts

- 1.5.1. Any questions or concerns regarding this Request for Proposal shall be directed to:

Gordon Murray
Title: Non-Clinical Sourcing Manager
Phone: (409) 266-1104
Email: gcmurray@utmb.edu

1.5.2. Any questions or concerns regarding the HUB Subcontracting Plan requirements should be directed to:

Karen Gross
Manager, Supplier Diversity Programs/HUB Coordinator
Phone: 409-266-1094
Email: klgross@utmb.edu

1.5.3. UTMB specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to UTMB contact listed in Section 1.5.1 above. **UTMB contact must receive all questions or concerns no later than COB on Friday, August 9, 2024.** University will have a reasonable amount of time to respond to questions or concerns. It is UTMB's intent to respond to all appropriate questions and concerns however, UTMB reserves the right to decline to respond to any question or concern.

1.6. Agreement Term

1.6.1. The base term of this Agreement ("**Agreement Term**") will begin when executed by both parties ("**Effective Date**") and continue for a period of **one (1) year**. UTMB reserves the right to renew or extend this agreement by mutual signed acceptance of both parties.

1.6.2. The Request for Proposal, with all Addenda, and those provisions in the proposal that are satisfactory to UTMB will be awarded this project via UTMB's Agreement form(s), which may include, but are not limited to a written contract, pricing agreement, agreement letter or purchase order constitute the Agreement between the Supplier and UTMB (collectively, the "Agreement").

1.6.3. The initial award, as a result of this RFP, may also be in the form of a Letter of Intent to begin the engagement, to be followed by the completion of a bi-lateral agreement between the parties. By submission of a proposal, Respondent agrees to the above referenced award process and to enter into a Letter of Intent if deemed necessary by UTMB.

1.7. Inquiries and Interpretations

1.7.1. Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum ("Amendment") and all parties recorded by UTMB as having received a copy of the RFP will be notified of the addendum; and all addenda will be posted on the UTMB Bidding Opportunities website. All such addenda issued by UTMB 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/her proposal. Firms receiving this proposal other than directly from UTMB are responsible for notifying UTMB that they are in receipt of a proposal package and are to provide a name and address to utilize in the event an Amendment is issued.

1.7.2. Only those UTMB replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. Respondent must acknowledge receipt of all addenda in Section 5 of this RFP (Pricing and Delivery Schedule).

1.8. Texas Public Information Act

1.8.1. Respondent is hereby notified that UTMB strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

1.8.2. UTMB may seek to protect from disclosure all information submitted in response to this RFP until such time as a final Agreement is executed.

1.8.3. Upon execution of a final Agreement, UTMB will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (*Texas Government Code*, Chapter 552.001, et seq.). Respondent will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Texas Government Code*.

1.9. Agreement Award Process

- 1.9.1. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification, modification, or negotiation with any of the Respondents or, at UTMB option, UTMB may discuss or negotiate all elements of the proposal with selected Respondents.
- 1.9.2. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s). Further action on proposals not included in the competitive range will be deferred pending an award, but UTMB reserves the right to include additional proposals in the competitive range if deemed in the best interest of UTMB.
- 1.9.3. UTMB reserves the right to award an Agreement for all or any portion of the requirements proposed by reason of this request, award multiple Agreements, or to reject any and all proposals if deemed to be in the best interests of UTMB and to re-solicit for proposals.
- 1.9.4. All proposals submitted will remain confidential until after execution of agreement with a selected Respondent(s).

1.10. Criteria for Selection

- 1.10.1. The Respondent selected for an award will be the Respondent whose proposal, as presented in the response to this RFP, is the most advantageous to UTMB. UTMB is not bound to accept the lowest priced proposal if that proposal is not in the best interest of UTMB as determined by UTMB. Proposals will be evaluated by UTMB personnel. The selection of the Respondent for this award will be based on, but not limited to, the factors listed below:
 - a. the reputation of the Respondent and of the Respondent's goods or services;
 - b. the extent to which the goods or services meet the University's needs;
 - c. experience and technical expertise
 - d. implementation plan
 - e. the cost of goods and services;
- 1.10.2. Upon completion of the initial review and evaluation of the proposals submitted, selected Respondents may be invited to participate in oral presentations, demonstrations, and/or interviews.

1.11. Respondent's Acceptance of Evaluation Methodology

- 1.11.1. Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by UTMB during the assigning of points.

1.12. Commitment

- 1.12.1. Respondent understands and agrees that any resulting Agreement is predicated on anticipated requirements for a Public Relations Firm and that UTMB has made no representation, guarantee or commitment with respect to any specific Public Relations services to be furnished under an Agreement.
- 1.12.2. Further 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 the Respondent.

1.13. Acquisition from Other Sources

- 1.13.1. UTMB reserves the right and may from time to time as required by UTMB's operational needs acquire Goods/Services of equal type and kind from other sources during the term of the Agreement without invalidating in whole or in part the Agreement or any rights or remedies UTMB may have hereunder.

1.14. Historically Underutilized Businesses

- 1.14.1. UTMB encourages and supports the participation of Historically Underutilized Businesses (HUBs) in responding to this RFP.
- 1.14.2. In accordance with Texas Government Code 2161, each state agency, including UTMB, is required to make a good faith effort to assist HUBs in competing for, and receiving, agreements awarded by the agency.
- 1.14.3. UTMB has reviewed this RFP in accordance with the Texas Administrative Code (Title 34, Part 1, Chapter 20, Subchapter D, Rule 20.285) and has determined that subcontracting opportunities are probable under this solicitation. Accordingly, a HUB Subcontracting Plan (HSP) is required as a part of your proposal. The HSP shall be developed and administered in accordance with the UTMB Policy on Utilization of Historically Underutilized Businesses). The HSP Package, including the required forms and instructions, can be accessed via the UTMB's HUB Program website at <https://www.utmb.edu/supplychain/hub/planform.asp>.
- 1.14.4. Respondent must complete and submit the HSP documents as part of your proposal. Failure to do so will result in your proposal being disqualified.
- 1.14.5. If you have any questions or need assistance please contact UTMB's Manager of Supplier Diversity Programs/HUB Coordinator, Karen Gross, at (409) 266-1094 or klgross@utmb.edu.

1.15. Group Purchase Authority

- 1.15.1. Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into an agreement with the successful Respondent under this RFP. In particular, Respondent should note that UTMB is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at <https://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether an agreement resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Respondent should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

1.16. Awarded Vendor Disclosure Requirements for Contract Exceeding \$1 Million

- 1.16.1. Effective January 1, 2016 and amended January 1, 2018, The University of Texas System institutions, including UTMB, must comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, contracts for goods or services exceeding \$1 million may not be executed by UTMB until the awarded vendor presents a signed certificate disclosing interested parties to the Agreement. The filing application and information can be accessed at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

1.17. Key Events Schedule

Publish Request for Proposal:	Thursday, July 24, 2024
Pre-Proposal Conference:	Wednesday, July 31, 2024, 10:00 am (ref. Section 1.3)
Deadline for Questions/Concerns	Friday, August 9, 2024 COB (ref. Section 1.4)
Proposal & HUB Plan Submittal Deadline:	Friday, August 23, 2024 3:00 pm CDT (ref. Section 1.2)
Vendor Presentations* (if needed):	Week of September 2, 2024
Vendor Negotiations:	Week of September 9, 2024
Estimated Award Date:	Mid-September, 2024

* ***Please note: If vendor presentations are deemed necessary, they will be held on the date shown. Vendors must be prepared to present on the date shown if selected as a finalist.***

2. PROPOSAL REQUIREMENTS

2.1. General Instructions

- 2.1.1. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 2.1.2. Proposals and any other information submitted by Respondents in response to this Request for Proposal shall become the property of UTMB.
- 2.1.3. UTMB 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.
- 2.1.4. Proposals which contain exceptions, conditional clauses, alterations, or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by UTMB, at its option.
- 2.1.5. Each proposal should be prepared simply and economically, providing a straightforward, concise description of Respondent'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 UTMB's needs.
- 2.1.6. UTMB 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 Agreement when deemed to be in UTMB's best interest. Representations made within the proposal will be binding on responding firms. UTMB will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- 2.1.7. Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 7). The returned form should indicate your firm's name and include the words "No-Response" in the right-hand column.
- 2.1.8. Failure to comply with the requirements contained in this Request for Proposal, RFP may result in the rejection of your proposal.

2.2. Preparation and Submittal Instructions

- 2.2.1. Respondents must complete, sign, and return the attached Execution of Offer (ref. Section 7), Pricing Schedule (ref. Section 5) and Respondent Questionnaire (ref. Section 6) as part of their proposal response.
- 2.2.2. Responses to this RFP should consist of answers to all questions in Section 6. Please repeat the question in your response and reference the corresponding question number accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.
- 2.2.3. Electronic Copy. An electronic copy of the proposal should be provided in an Adobe Acrobat (.pdf) format or Microsoft Office format (i.e., Word, Excel as appropriate, etc.). When submitting in Adobe Acrobat, please submit your document as a properly converted PDF, not a scanned image saved as a PDF.
- 2.2.4. Table of Contents. Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- 2.2.5. Pagination. All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.
- 2.2.6. Number of Copies. Submit one (1) electronic version in an Adobe Acrobat (.pdf) or Microsoft Office format of the proposal. A signature must appear on the Execution of Offer (ref. Section 7).
- 2.2.7. Submission. One (1) electronic version of the proposal must be submitted and received in the UTMB Purchasing Department on or before the time and date specified in Subsection 1.2 and emailed to Vendor.bids@utmb.edu.

2.2.8. Instructions for email proposals:

- Respondent is responsible for verifying receipt of email by UTMB. Respondent may call the UTMB Contact listed in Section 1.5 of this RFP.
- Proposal must be signed and in an Adobe Acrobat (.pdf) or Microsoft Office format (Zip files are acceptable).
- Any email response over ten megabytes (10MB) in size will be rejected.
- UTMB is not responsible for internet outages or other circumstances that may affect Respondent's electronic submission.
- **Email submission MUST be sent to the address noted above in Section 2.2.7. Emails sent to the RFP Contact in Section 1.5 will NOT be accepted.**

NOTE: *Show the RFP number and submittal date in the subject line of your email.*

- Late proposals properly identified will be returned to Respondent unopened. Late proposals will not be considered under any circumstances.
- The official time clock for emailed responses shall be the date and time received and stated on email in vendor.bids@utmb.edu mailbox.
- Telephone proposals are not acceptable when in response to this Request for Proposal.
- Facsimile ("FAX"), mailed, couriered, or hand-delivered proposals are not acceptable when in response to this Request for Proposal.
- **Links to external websites (i.e., share sites, drop boxes, etc.) to access Respondent's proposals are not acceptable when in response to this proposal. Submissions must be as an attachment to the email as described above in Section 2.2.7.**

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

2.2.10. 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 UTMB which shall be based on Respondent's submittal, in writing, of a reason acceptable to UTMB.

2.2.11. Validity Period. Proposals are to be valid for UTMB's acceptance for a period extending through the later of either: a) 180 days from the submittal deadline date; or b) until an Agreement is finalized. Proposals, if accepted, shall remain valid for the life of any resulting Agreement.

2.3. Pricing, Delivery & Addenda Affirmation

2.3.1. Respondent must complete Pricing, Delivery, & Addenda Affirmation, Section 5

2.3.2. Pricing reflects the full Scope of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

2.3.3. UTMB will not recognize or accept any charges or fees to perform this work that are not specifically stated in the Respondent's proposal.

2.3.4. Rebates, incentives or prompt payment discounts may be considered in determining an award. All payment discounts offered will be taken, if earned and deemed in UTMB's best interest.

2.4. Terms and Conditions

The General Terms and Conditions (see Attachment A. Rider 103) shall govern any Agreement issued as a result of this solicitation (RFP).

2.4.1. All Respondents must comply with the requirements listed on any Notice to Respondents, Proposal Requirements, Scope of Work/Service Requirements, and General Terms and Conditions herein. In the

event there is a conflict expressed in this document, interpretation will be in the following order of precedence:

1. Scope of Work/Service Requirements
 2. General Terms and Conditions
 3. Proposal Requirements
 4. Notice to Respondents
- 2.4.2. Respondents may offer for UTMB's consideration alternate provisions to the Terms and Conditions. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable. Respondent's silence as to the terms and conditions shall be construed as an indication of complete acceptance of these conditions as written.
- 2.4.3. **Such additional or attached terms and conditions which are determined to be unacceptable to UTMB may result in disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.**
- 2.4.4. By signing the Execution of Offer 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 UTMB. Respondent further certifies that the submission of a proposal is Respondent's good faith intent to enter an agreement with UTMB as specified herein and that such intent to an agreement is not contingent upon UTMB's acceptance or execution of any such attached or referenced terms, conditions, or other documents.

2.5. Submittal Checklist

- 2.5.1. **Respondents are instructed to complete, sign and return the following documents as a part of their proposal submittal. If Respondent fails to return each of these documents with its proposal, then UTMB may subject your proposal to disqualification.**
1. **Signed and Completed Pricing, Delivery & Addenda Affirmation** (ref. Section 5)
 2. **Responses to Respondent's Questionnaire** (ref. Section 6)
 3. **Signed and Completed Execution of Offer** (ref. Section 7)
 4. **Signed and Completed originals of the HUB Subcontracting Plan Package, if applicable** (ref. Section 1.14)
 5. **Signed and Completed W-9 Form**
 6. **Copy of Respondent's insurance certificate in accordance with limits stated in Rider 103 (or alternate Sample Agreement)**

3. GENERAL TERMS AND CONDITIONS

3.1. General

The terms and conditions contained in UTMB's Rider 103. General Terms and Conditions (<https://utmb.us/b39>) or, at the sole discretion of UTMB, terms and conditions substantially similar to those contained in Rider 103, will constitute and govern any agreement that results from this RFP. If Respondent takes exception to any terms or conditions set forth in Rider 103, Respondent will submit a list of the exceptions as part of its proposal in accordance with Section 2.4 of this RFP. **Respondent's exceptions will be reviewed by UTMB and may result in disqualification of Respondent's proposals and non-responsive to this RFP. If Respondent's exceptions do not result in disqualification of Respondent's proposal, then UTMB may consider Respondent's exceptions when UTMB evaluates the Respondent's proposal.**

4. SCOPE OF WORK/SERVICE REQUIREMENTS

4.1. General

- 4.1.1. The University of Texas Medical Branch at Galveston (“UTMB Health” or “UTMB”) requests proposals from qualified and experienced firms for a Public Relations Firm meeting the following minimum specifications stated in this Section.
- 4.1.2. UTMB is seeking proposals for a Public Relations Firm to provide expertise, resources, and strategic guidance to enhance our reputation, promote our brand and accomplishments, attract patients, staff, and faculty, manage public perceptions, and stay ahead of the competition. The Public Relations firm should elevate the UTMB brand and reputation and publicize to internal and external stakeholders.
- 4.1.3. In addition, the Public Relations Firm should be able to provide media coaching (both for traditional print and broadcast media as well as for social media) for a select group of UTMB executives throughout the length of this engagement.
- 4.1.4. Public Relations firm must be able to provide the expertise, resources, and strategic guidance to effectively elevate the UTMB brand and reputation, starting first with promoting UTMB’s impact in our local communities but then expanding the reach of that influence to include regional, statewide, nationwide and global. The PR firm will help increase visibility and brand awareness to attract patients, staff, and faculty by highlighting accomplishments and positioning UTMB as a leader in clinical care, research, education and biomedical innovation. The PR firm will also provide guidance and develop strategies on how UTMB can be uniquely positioned as a leader in health care and health care innovation to stay ahead of the competition and attract patients, staff, and faculty. The efforts of the Public Relations Firm will support ongoing growth of UTMBs reputation as a leading academic health science center, helping enhance the university’s perception, and supports, as appropriate, overall strategic goals.
- 4.1.5. Immediate goals include promoting our global impact in research, education, clinical care and innovation, especially that which is related to infectious diseases, Aerospace Medicine, Polar Operations, clinical care for the domestic cruise industry. Additionally, we want to enhance the regional, state, national and international reputation of UTMB and its unique contributions to science, innovation, clinical care and education by positioning many of our scientists and leaders as subject matter experts.

4.2. Scope of Work

- 4.2.1. The proposer must be able to evaluate the current PR status, including brand perception, public image, and existing communication strategies, and then develop a comprehensive PR strategy aligned with UTMB’s goal of elevating our brand to showcase its global impact while reaching our target audience(s), and the institution’s desired market position. In addition, the firm should design and implement targeted PR campaigns to promote UTMB’s initiatives aimed at improving brand visibility and reputation.
- 4.2.2. Respondents shall provide documentation demonstrating their capability in meeting and performing all specifications of this RFP.
- 4.2.3. The Services, include (1) development of news releases/strategic news pitches; (2) communications about the University’s program and environments; and (3) presenting the University’s story in local, regional, national and international new outlets as well as social media, video and other communications mediums.
- 4.2.4. News organizations, especially at the national and international level, continue to have great interest in much of the research that takes place at UTMB, with the Houston market weighing in from time to time. After a story is published, posted, or tweeted, there generally is a second wave of interest from other news outlets, freelancers, etc. This multiplier effect continues sometimes well after a news pitch was made.
- 4.2.5. Because of our proximity to the Texas Medical Center (TMC) in Houston (UTMB is a member of the TMC) there is much competition for health care/research coverage in the area. UTMB has managed to carve out a news niche that stresses the high-level research that has led to some groundbreaking treatments

for diseases caused by viruses such as Ebola and Zika (and we earned significant coverage both regionally and nationally during the COVID-19 pandemic).

- 4.2.6. While UTMB will continue to pitch scientific research of consequence, we also want to make inroads into clinical care, research, academic and biomedical innovation news coverage by the media in the Houston market as well as across the region, state, nationally and internationally.
- 4.2.7. With a few exceptions, news outlets continue to consolidate resources, reduce news gathering personnel, trim other news gathering resources – resulting in a fewer major players. The same is occurring in the broadcast arena. With fewer news outlets, fewer producers, fewer editors and fewer reporters, it has become imperative that news pitches are concise, unique, have some news value and deliver what they promise.
- 4.2.8. Local, regional, national and international news pitches/news releases/social media posts/information graphics and other content as appropriate — guided and directed by UTMB and consistent with UTMB brand and strategic priorities.
- 4.2.9. Strategic public relations on a variety of mission-critical subjects, including clinical care/biomedical research/clinical trials, health sciences education and crisis communications.
- 4.2.10. Produce monthly, detailed reports regarding news coverage, audience reach, etc. and other reports as needed.
- 4.2.11. As needed and at UTMB’s direction, work with University’s other agency partners (for example: marketing/advertising, digital communications) to coordinate efforts toward meeting UTMB’s strategic goals.
- 4.2.12. Keep abreast of current and future trends in social and digital media to reach journalists and consumers. Bring this knowledge to the UTMB team and pursue these opportunities where appropriate and with our direction.
- 4.2.13. Provide ongoing media coaching (both for traditional print and broadcast media as well as for social media) for a select group of UTMB executives throughout the length of this engagement.

4.3. Minimum Qualifications

- 4.3.1. Respondent must have ten years of experience in planning, executing and delivering successful Strategic Public Relations campaigns.
- 4.3.2. Respondent must possess extensive experience working with academic medical centers or other larger (500+bed) tertiary care hospitals that have a significant research enterprise.
- 4.3.3. In addition, the respondent must have a strong presence in the Greater Houston market that does not present a conflict with other clients in that market. Knowledge about local, regional, national and international news agencies and have established, professional relationships with journalists, news executives, producers and others in the news media at all levels, i.e. local, regional, national and international.
- 4.3.4. Respondent must be a strong agency partner that seamlessly works with UTMB Media Relations staff to attain local, regional, national or international news coverage on a regular basis and in designated subject areas. Innovative approaches to communications via social media and other developing mediums.
- 4.3.5. Respondent must be able to establish key performance indicators (KPIs) for PR activities and campaigns and delivering regular reports detailing PR activities, media coverage, social media engagement, and the impact of PR efforts on achieving strategic objectives.

4.4. Deliverables

- 4.4.1. Some of the methods used to build UTMB’s brand visibility and reputation could include:
 - o Press Releases: Write and distribute press releases to relevant media outlets to announce newsworthy UTMB initiatives, particularly as they relate to building our reputation as an institution with global impact
 - o Media Kits: Preparation of media kits that include press releases, background, FAQs, executive bios and high-resolution images related to this global brand initiative.

- o Media Pitching: Actively pitch stories to journalists, bloggers, and influencers to secure coverage in print, broadcast, and online media, particularly statewide or regional publications and those that have national and international prominence.
 - o Influencer Partnerships: Identifying and collaborating with appropriate social media influencers to extend the reach of PR campaigns and messages.
- 4.4.2. In some instance, UTMB may need the public relations firm to handle stakeholder engagement, including managing interactions with stakeholders, including customers, partners, investors, and community leaders, to foster positive relationships.
- 4.5. Implementation Schedule**
- 4.5.1. Respondent shall provide an implementation action plan with timeline and description of all UTMB resources needed to complete implementation.
- 4.6. Warranty**
- 4.6.1. Supplier represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Work in a good and workmanlike manner and in accordance with commercially reasonable standards of Supplier's profession or business, and (b) all of the Work to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.
- 4.6.2. Supplier will call to UTMB's attention in writing all information in any materials supplied to Supplier (by UTMB or any other party) that Supplier regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.
- 4.6.3. Supplier warrants and agrees that the Work will be accurate and free from any material defects. Supplier's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by UTMB nor will Supplier be released from any liability by reason of any approval by UTMB, it being agreed that UTMB at all times is relying upon Supplier's skill and knowledge in performing the Work.
- 4.6.4. Supplier will, at its own cost, correct all material defects in the Work as soon as practical after Supplier becomes aware of the defects. If Supplier fails to correct material defects in the Work within a reasonable time, then UTMB may correct the defective Work at Seller's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that UTMB may have at law or in equity.
- 4.7. Miscellaneous Provisions**
- 4.7.1. Personnel. Supplier will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Supplier will cause all persons connected with the Supplier directly in charge of the Work are duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Supplier will assign to the Project a designated representative who will be responsible for the administration and coordination of the Work. Supplier will furnish efficient business administration and coordination and perform the Work in an expeditious and economical manner consistent with the interests of UTMB.
- 4.8. UTMB's Project Manager**
- 4.8.1. All the work performed hereunder shall be scheduled, coordinated, reviewed and approved by the UTMB's Project Manager(s). The Project Manager(s) shall decide all questions which may arise as to the fulfillment of any work performed by Supplier, and his/her determination and decision thereon shall be final and conclusive. An alternate will be identified to perform this function when the UTMB Project Manager(s) is not available.
- 4.9. Ownership and Use of Work Material.**
- 4.9.1. All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Supplier or any subcontractors in connection with the Work (collectively, "Work Material"), whether or not accepted or

rejected by UTMB, are the property of UTMB and for its exclusive use and re-use at any time without further compensation and without any restrictions.

- 4.9.2. Supplier grants and assigns to UTMB all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with UTMB in any steps UTMB may take to obtain patent, copyright, trademark or like protections with respect to the Work Material.
- 4.9.3. UTMB will have the right to use the Work Material for the completion of the Work or otherwise. UTMB may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than UTMB on other projects unless expressly authorized by UTMB in writing.
- 4.9.4. The Work Material will not be used or published by Supplier or any other party unless expressly authorized by UTMB in writing. Supplier will treat all Work Material as confidential.
- 4.9.5. All title and interest in the Work Material will vest in UTMB and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in UTMB or Work Material may not be considered works made for hire, Supplier hereby irrevocably assigns, conveys and transfers to UTMB and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Supplier has any rights in the Work Material which cannot be assigned, Supplier agrees to waive enforcement worldwide of the rights against UTMB, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by UTMB.

4.10. Supplier Relationship Program (“SRM”) for Contracts Exceeding \$1M in Value

- 4.10.1. For all products/services contracts exceeding \$1M in cumulative value and considered of high risk to the institution, UTMB’s organizational leadership requires monitoring the performance of the Supplier. Supplier’s performance obligations shall be clarified by identifying Key Performance Indicators (“KPI’s”), to be mutually agreed upon by Supplier and UTMB through the contracting process.

5. PRICING, DELIVERY, & ADDENDA AFFIRMATION

Proposal of: _____

(Company Name)

To: The University of Texas Medical Branch at Galveston

Ref.: Public Relations Firm

RFP No.: 24-033

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Public Relations Firm services as required per the aforementioned documents at the below quoted terms.

5.1. Pricing Schedule

- 5.1.1. Describe all start-up or out of pocket costs for implementation of each solution (if applicable).
- 5.1.2. Describe fee structure (monthly fee, annual fees, etc.) for services and software use by location.
- 5.1.3. Describe the cost associated with EDI build and setup (if any)
- 5.1.4. Describe costs associated with ad hoc reports (if any).

5.2. Delivery Schedule

- 5.2.1. Include a statement of ability to complete the implementation in a timely manner (no more than 30 days from the signing of the contract).
- 5.2.2. Provide an estimate of the earliest starting date for services following execution of the Agreement.
- 5.2.3. Respondents shall provide a detailed implementation plan identifying key tasks, milestones and/or phases, and required resources (e.g., staff, IT staff, interfaces) for the initial setup.

5.3. Price Term

- 5.3.1. Pricing shall remain firm for the initial term of the agreement.
- 5.3.2. Ninety (90) days prior to the end of any subsequent or renewal term(s), UTMB & Supplier shall review then current market conditions for any potential price adjustments.

5.4. Payment Terms

- 5.4.1. The following payment term options and discounts are quoted (UTMB's suggested payment terms are 2%/10 NET 30):

Net 30 days _____%

Net 15 days _____%

Net 10 days _____%

- 5.4.2. Respondent may offer additional payment term options and discounts for UTMB to consider.

5.5. Addenda Checklist and HSP Requirements

Receipt is hereby acknowledged of the following:

- Reviewed and complied with UTMB's Requirements in Section **1.14 Historically Underutilized Businesses** related to the State of Texas Historically Underutilized Business Subcontracting Plan (HSP).
- Addenda to this RFP. (initial if applicable)

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

Respectfully submitted,

By: _____
(Authorized Signature)

Date: _____

6. 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, reference Subsection 2.2, Paragraph B.

Company Profile (The reputation of the Respondent and of the Respondent's goods or services)

1. State that you will provide a copy of your firm's audited financial statements for the past two (2) years, if requested by UTMB.
2. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet analysis) which indicates the financial stability of your firm.
3. Is your firm currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
4. Provide any details of all past or pending litigation or claims filed against your company that would affect your firm's performance under an Agreement with UTMB.
5. Is your firm currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.
6. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any UTMB employee?, if yes, please explain.
7. Number of years in Business: _____
Type of Operation: Individual: _____ Partnership: _____ Corporation: _____ Government: _____
Number of Employees: _____
Annual Sales Volume: _____
8. Provide a customer reference list of no less than three (3) organizations with whom Respondent currently has contracts with and/or has previously provided Public Relations Services of equal type and scope within the past five (5) years. Reference list to include, firm name, contact person, and telephone number, description of products and services provided, effectiveness report/analysis or results/outcomes data and length of business relationship.
9. Describe your firm's quality assurance program, including client service or achievement of metrics/KPIs, etc.

Experience and Technical Expertise

10. Provide a brief overview of the history, structure, and ownership of the organization.
11. Present examples of health care related PR experience.

General Requirements / Scope of Work (the quality of the Respondent's goods or services and the extent to which the goods or services meet the University's needs.

12. What difficulties do you anticipate in serving UTMB and how do you plan to manage these? What assistance will you require from UTMB?
13. Respondent will describe the types of reports or other written documents Respondent will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Respondent will provide samples of reports and documents if appropriate.
14. Provide scope of expertise and/or capabilities offered, such as brand strategy, content design, communications, media relations, digital marketing/social media, etc.

15. Provide examples of tactics, channels, and messaging that may be used for communication or marketing.
16. Describe any insights, tools, or analytics used, if applicable.
17. Describe what/how metrics, KPIs, or results will be tracked and monitored.
18. Provide any relevant case studies or examples of past campaigns/tactics with results/impact. Of particular interest are health care related or academic medical center related.
19. Provide a list of external partners, agencies, media outlets, news/journals, etc. that vendor has a working relationship with.

Added Value

20. Provide a list of any services not specified in this RFP that your firm will provide to UTMB.
21. Provide details regarding any special services/benefits offered or advantages in UTMB selecting your firm.

7. EXECUTION OF OFFER
RFP NO.:24-033

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

By signature hereon, Respondent represents and warrants the following:

1. Respondent acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not an agreement or an offer to an agreement; (2) the submission of a proposal by Respondent in response to this RFP will not create an agreement between UTMB and Respondent; (3) UTMB has made no representation or warranty, written or oral, that one or more agreements with UTMB will be awarded under this RFP; and (4) Respondent will bear, as its sole risk and responsibility, any cost arising from Respondent's preparation of a response to this RFP.
2. Respondent is a reputable firm that is lawfully and regularly engaged in providing products and/or performing the services.
3. Respondent has the necessary experience, knowledge, abilities, skills, and resources to provide the products and/or perform the services.
4. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
5. Respondent understands (i) the requirements and specifications set forth in this RFP, (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate (iii) the terms listed in section 1.6 of the RFP related to an Agreement award.
6. If selected by UTMB, Respondent will not delegate any of its duties or responsibilities under this RFP or the Agreement to any subcontractor, except as expressly provided in the Agreement.
7. If selected by UTMB, Respondent will maintain any insurance coverage as required by the Agreement during the term thereof.
8. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that UTMB will rely on such statements, information and representations in selecting the successful Respondent. If selected by UTMB, Respondent will notify UTMB immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
9. Respondent will defend, indemnify, and hold harmless UTMB, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, costs (including, but not limited to reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreement resulting from this RFP.
10. Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Respondent under any agreement resulting from this RFP may be applied directly to any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

11. Respondent offers and agrees to provide the products and/or furnish the services to UTMB and comply with all terms, conditions, requirements and specifications set forth in this RFP.
12. Respondent affirms that it has not given or offered to give, nor does Respondent intend 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 its submitted proposal.
13. A corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Tax Code*, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification will be deemed a material breach of agreement and, at UTMB's option, may result in termination of any resulting agreement.
14. Respondent hereby certifies that neither Respondent nor any firm, corporation, partnership or institution represented by Respondent, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
15. Respondent certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Respondent's proposal.
16. Respondent certifies as follows:

"Under Section 231.006, *Family Code*, relating to child support, Respondent certifies that the individual or business entity named in the Respondent's proposal is not ineligible to receive the specified agreement award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."
17. Respondent certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint ventures of any Respondent that is a joint venture or the members or managers of any Respondent that is a limited liability firm, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to UTMB in writing and (ii) Respondent has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before UTMB enters into an agreement with Respondent.
18. By signature hereon, Respondent certifies that an award of an Agreement to Respondent will not violate Section 2155.006, *Government Code*, prohibiting UTMB from entering into an Agreement that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Respondent certifies that Respondent is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
19. Respondent certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
20. Respondent represents and warrants that all products and services offered to UTMB in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

21. Respondent certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the Equal Opportunity clause. The term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Respondent further agrees that, except where it has agreements prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Respondent will retain the certifications for each one of its subcontractors in Respondent’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Non-segregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Respondent understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

22. Respondent confirms that neither Respondent nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of agreements from State of Texas or United States (“U.S.”) federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs (<http://www.epls.gov/>) issued by the U.S. General Services Administration. “**Principals**” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Respondent will provide immediate written notification to UTMB if, at any time prior to award, Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when UTMB executes this Agreement. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to UTMB, UTMB may terminate this Agreement for default by Respondent.
23. Respondent acknowledges that UTMB is prohibited by federal regulations from allowing any employee, representative, agent or subcontractor of Respondent to work on site at UTMB’s premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Respondent will not assign any employee, representative, agent or subcontractor that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General (“OIG”) to work on site at UTMB’s premises or facilities. Respondent will perform an OIG sanctions check quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at UTMB’s premises or facilities. Respondent acknowledges that UTMB will require immediate removal of any employee, representative, agent, or subcontractor of Respondent assigned to work at UTMB’s premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG’s List of Excluded Individuals. The OIG’s List of Excluded Individuals may be accessed through the following Internet website: <http://exclusions.oig.hhs.gov/>
24. Respondent covenants and agrees that as required by Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under any resulting agreements and other contractual arrangements, Respondent shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
25. Pursuant to Chapter 2271, Texas Government Code, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
27. Pursuant to Chapter 2274, Texas Government Code ([*enacted by SB 19, 87th Texas Legislature, Regular Session \(2021\)*](#)), Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
28. Pursuant to Chapter 2274, Texas Government Code ([*enacted by SB 19, 87th Texas Legislature, Regular Session \(2021\)*](#)), Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
29. Pursuant to Section 161.0085, Texas Health and Safety Code ([*enacted by SB 19, 87th Texas Legislature, Regular Session \(2021\)*](#)), Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
30. Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification. If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to §361.965(c), Health & Safety Code, Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in 30 TAC Chapter 328. §361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
31. Conflict of Interest Certification.
 - Respondent is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Respondent's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Respondent has disclosed any personnel who are related to any current or former employees of University.
 - Respondent has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.
32. Respondent will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UTMB makes an award or enters into any agreement with Respondent.
33. Respondent is familiar with and in full compliance with the Texas Hazard Communication Act and will provide either (1) a Material Safety Data Sheet ("MSDS") for each product Respondent, its employees, agents or subcontractors brings on UTMB's premises, or (2) a statement of exemption if the product is not covered by the Texas Hazard Communication Act.
34. The price to be paid by UTMB will be that contained in Respondent's quote, bid or proposal, which Respondent warrants to be no higher than Respondent's current prices on orders by others for goods or services of the kind covered by this Agreement for similar quantities to similar customers under similar conditions. In the event Respondent breaches its warranty, the prices will be reduced to Respondent's current prices on orders by others or, in the alternative, UTMB may cancel this Agreement without liability to Respondent.

37. **Proposer Certification Relating to Critical Infrastructure.** Pursuant to Chapter 2274, Texas Government Code (enacted by [SB 2116, 87th Texas Legislature, Regular Session \(2021\)](#), Proposer certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Proposer held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code (a “designated country”) or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Proposer understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Proposer’s or its parent company’s securities are publicly traded or (2) Proposer or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
38. **Proposer Compliance and Certification Relating to Cloud Computing Services.** Section 2054.0593 of the Texas Government Code (enacted by [SB 475, 87th Texas Legislature, Regular Session \(2021\)](#) requires the Texas Department of Information Resources (DIR) to establish and implement a state risk and authorization management program to provide a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services that process the data of Texas state agencies. DIR by rule shall prescribe (1) the categories and characteristics of cloud computing services subject to the state risk and authorization management program and (2) the requirements for certification through the program of vendors that provide cloud computing services. DIR shall evaluate vendors to determine whether a vendor qualifies for a certification issued by DIR reflecting compliance with program requirements. Texas state agencies must ensure that each contract for cloud computing services that the agency enters into or renews on or after January 1, 2022, complies with Section 2054.0593.

As a result, Proposer certifies that if selected it will comply with the requirements of such a state risk and authorization management program and maintain program compliance and certification throughout the term of any contract or agreement resulting from this RFP. Proposer understands and agrees that the University may not enter into or renew any contract or agreement resulting from this RFP with Proposer to purchase cloud computing services for the University that are subject to the state risk and authorization management program unless the Proposer demonstrates compliance with program requirements. Proposer acknowledges that any contract or agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with this Section.

39. **Technology Compliance:** All software programs, hand held units, order entry devices, units with bar code scanning capability, electronic order entry (EOE) equipment and software (including without limitation all computer hardware equipment), and other hardware, software, or technology provided by Contractor must be provided and used in compliance with all applicable laws and regulations, including the Texas Governor’s Banned Technologies directive (<https://gov.texas.gov/news/post/governor-abbott-announces-statewide-plan-banning-use-of-tiktok>) and Texas Senate Bill 1893, 88th Regular Session (<https://capitol.texas.gov/BillLookup/History.aspx?LegSess=88R&Bill=SB1893>).
40. **Vulnerability Scan:** UTMB reserves the right to request a vulnerability scan or report for all third-party systems or infrastructure elements accessing, manipulating, or storing UTMB data or systems used to connect to UTMB networks or resources. Third parties will provide the vulnerability report upon the request of UTMB.]

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Complete the following:

VIN No: _____

FEI No: _____

If Sole Owner:

SS No: _____

If a Corporation:

State of Incorporation: _____

Charter No: _____

Submitted By:

(Firm Name) (Authorized Signature)

(Street Address) (Printed Name/Title)

(City, State, Zip Code) (Date)

(Telephone Number) (Facsimile Number)

(Email)

Attachments:

- Attachment A – Rider 103 UTMB General Terms and Conditions

Link to Rider 103: <https://utmb.us/b39>

- Attachment B – Microsoft Teams Pre-Proposal Meeting Instructions

RFP # 24-033 Public Relations Firm
Notice to Respondents
Attachment B – Teams Pre-Proposal Meeting Instructions

This meeting will be held via Microsoft Teams. Please use the following steps:

1. **IMPORTANT: THIS IS A NON-MANDATORY MEETING.** IN ORDER TO BE REGISTERED AS AN ATTENDEE AT THIS MEETING, YOU MUST, NO LATER THAN THE DAY BEFORE THE EVENT:

- Send an email to gcmurray@utmb.edu and provide: *First & Last name, Name of Company, e-Mail address & Phone number*

2. Please Click on the "Click here to join the meeting" Link Below:

[Join the meeting now](#)

Meeting ID: 289 214 710 525

3. Or call in (audio only):

+1 409-240-0721

4. Enter Conference ID: 504 698 749#

If you are unable to be heard, please use the IM Chat functionality for questions. If you are unable to see or hear the presentation, please follow Step 1 and I will send you the presentation. If you are unable to obtain a Teams connection, please follow Step 1 and I will send you the presentation.