



University
of Houston
Clear Lake

**REQUEST FOR PROPOSAL
RFP# 759-24-009**

Website Redesign

**Posting Date
Monday, June 10, 2024**

**Proposal Due Date
Thursday, July 11, 2024 @ 2:00 P.M. CT**



Deliver Bid Response to:

University of Houston-Clear Lake
Procurement Department, Attn: Debbie Carpenter
2700 Bay Area Blvd. – North Office Annex II (NOA II)
Houston, Texas 77058

DO NOT FORGET TO INCLUDE ELECTRONIC VERSION OF BID SUBMISSION

TABLE OF CONTENTS

| | |
|---|----|
| INTRODUCTION | 3 |
| AWARD PROCESS | 6 |
| GENERAL INFORMATION AND REQUIREMENTS | 7 |
| SPECIFIC REQUIREMENTS OF REQUEST FOR PROPOSAL..... | 9 |
| GENERAL TERMS AND CONDITIONS..... | 10 |
| DESCRIPTION OF SERVICES – GENERAL REQUIREMENTS – SCOPE OF WORK..... | 17 |
| INSURANCE REQUIREMENTS..... | 23 |
| GENERAL INFORMATION QUESTIONNAIRE..... | 25 |
| EVALUATION CRITERIA PROCESS | 28 |
| EXHIBITS..... | 30 |
| EXHIBIT A – EXECUTION OF OFFER | |
| EXHIBIT B – STANDARD PURCHASING AGREEMENT | |
| EXHIBIT C – HUB SUBCONTRACTING PLAN | |

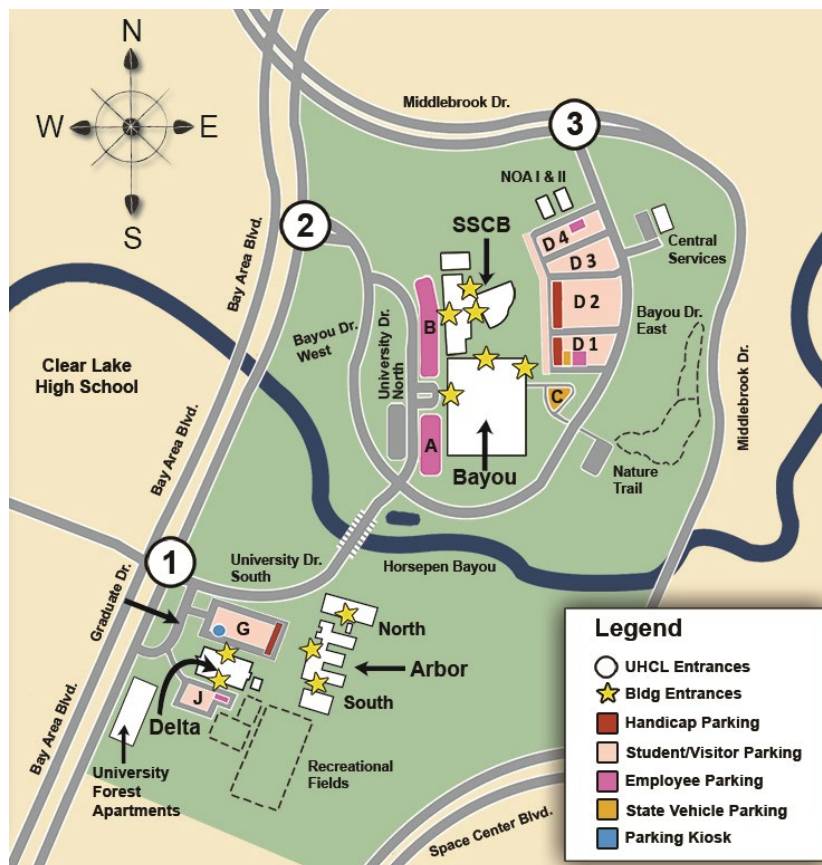
SECTION I INTRODUCTION

1.1 GENERAL:

Nestled on a 524-acre wildlife and nature preserve, University of Houston-Clear Lake ("University" or "UHCL") has become a cornerstone of higher education along the upper Gulf Coast of Texas. Located midway between Houston and Galveston, Texas, adjacent to NASA's Johnson Space Center and the Armand Bayou Nature Center, the University serves a diverse student population from the state, the nation and abroad. In 2007, the Texas Higher Education Coordinating Board approved creation of UHCL Pearland Campus. The new campus was developed as a partnership between UHCL and City of Pearland. Classes began at Pearland Campus in fall 2010. In fall 2014, UHCL welcomed its first freshmen and sophomores.

Since opening its doors in 1974, the University of Houston-Clear Lake ("**University**" or "**UHCL**") has awarded more than 53,000 degrees. More than 2,000 students graduate each academic year. The University is a four-year institution that serves approximately 8,500 students. The University offers students over 80 undergraduate and graduate degree programs in four colleges including Business, Education, Human Sciences & Humanities, and Science & Engineering. Academic programs are offered on campus, at remote sites and via distance education technology.

[Click here for link to Maps & Directions.](#)



The University invites you to submit a proposal to for a comprehensive redesign of its public-facing website, uhcl.edu. The project encompasses recommendation, design, development and implementation of new pages and templates specifically for uhcl.edu.

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

Each Proposal must be submitted as one (1) package. The proposal documents, attachments, execution of offer, and any other information **must be included** in one envelope with a copy of all documents on USB.

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 the requirements, and Respondent's understanding and anticipating of the University's needs.

The proposal and all attachments supporting the proposal must reference "RFP 24-009 Website Redesign."

Proposal must be submitted and received in the University's Purchasing Office on or before the time and date specified and delivered to:

UHCL Procurement Department
Attn: Debbie Carpenter
2700 Bay Area Blvd. – NOA II
Houston, Texas 77058

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 with the RFP name and number listed outside of the package; and the name and the return address of the Respondent must be clearly visible.

1.3 PRE-PROPOSAL MEETING:

There will be a pre-proposal meeting on **Friday, June 14, 2024 at 1:00 PM CT** at the following virtual location:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 235 027 062 337

Passcode: ddRgCL

Respondents are not required to attend. Required proposal documents will be reviewed and there will be an opportunity to ask questions.

1.4 UNIVERSITY CONTACTS:

Any questions or concerns regarding this RFP shall be directed to Debbie Carpenter at UHCLProcurement@uhcl.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 **"RFP759-24-009 Website Redesign"** and received no later than close of business per Inquiries and Interpretations Deadline listed in Section 2.6.

UHCL Procurement Department
Debbie Carpenter
UHCLProcurement@uhcl.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 <http://www.txsmartbuy.com/sp> or facsimiled to proposer's requesting such. All such addenda issued by the University prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such in his proposal.

Only those inquiries the University replies to which are made by 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 three (3) years with the option to renew two (2) additional one year terms, for a maximum of five (5) years.** The University reserves the right to negotiate 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 II 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 process.

2.5 COMMITMENT:

Respondent understands and agrees that this RFP is issued on the anticipated need for requested services/products 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) | Monday, June 10, 2024 |
| Pre-Proposal Meeting | Friday, June 14, 2024 @ 1:00 pm CT |
| Inquiries and Interpretations Deadline | Friday June 21, 2024 @ 2:00 PM CT |
| Q and A addendum posting to ESBD | Tuesday, June 25, 2024 |
| Proposal and HSP Submittal Deadline | Thursday, July 11, 2024 @ 2:00 PM CT |
| Respondent short list identified | TBD |
| Anticipated Award | TBD |
| Anticipated Start Date | TBD |

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

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

<https://www.uhcl.edu/human-resources/benefits/documents/fy-2024-holiday-schedule.pdf>

SECTION III

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 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 email to the University. 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 in 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 IV SPECIFIC REQUIREMENTS OF REQUEST FOR PROPOSAL

4.1 FAILURE TO COMPLY WITH REQUIREMENTS:

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

4.2 SUBMISSION, CONTENT, AND FORMAT OF PROPOSALS:

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

subject to rejection. Unnecessary or extraneous attachments shall NOT be included with Proposals and will not be reviewed, utilized or considered by University.

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

4.2.3 The required hard-copy counterparts of Proposal must be printed on letter-size (8-1/2" x 11") paper assembled with metal ring bindings. Each section must be separated with a divider sheet for quick reference. 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 Procurement Department, subcontracting was determined to be probable for this contract. Therefore, a HSP will be required to be submitted with the Proposal. **EXHIBIT C** contains the HSP form and instructions. Additional information about the HSP can be found on the CPA website, <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>. Possible subcontracting opportunities may include but not limited to scope of services identified in the Project. If you have any questions related to completing the HSP, contact Debbie Carpenter, Executive Director, Procurement & Payables via email at UHCCLProcurement@uhcl.edu.

Failure to include a completed and signed HUB Subcontracting Plan with the proposal if the proposal is over \$100,000 will automatically disqualify the proposal.

The HUB Subcontracting Goal for this project is 26%.

4.5 GENERAL INFORMATION QUESTIONNAIRE: The General Information Questionnaire (see section VIII) must be completed and submitted with the proposal.

SECTION V

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 B**) is the University's preferred form of Agreement. **BY SUBMITTING A 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-Clear Lake and its component campuses.

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 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 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 Procurement Department for prior review and approval.

5.8 INDEPENDENT CONTRACTOR STATUS:

Contractor recognizes that it is engaged as an independent contractor and acknowledges that the University will have no responsibility to provide transportation, insurance, taxes or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the University by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

5.9 GENERAL RULES AND PROCEDURES FOR PURCHASING:

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

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

Under Section 2155.004, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

5.10 UNIVERSITY'S RIGHT TO AUDIT:

At any time during the term of this Contract and for a period of four (4) years thereafter the University or a duly authorized audit representative of the University, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the University reveals any errors/overpayments by the University, Contractor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University, at its option, reserves the right to deduct such amounts owing the University from any payments due to the Contractor.

5.11 ACCESS TO DOCUMENTS:

To the extent applicable to this procurement, Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, and their duly authorized representatives.

5.12 TITLE AND RISK OF LOSS:

For goods to be provided by Contractor hereunder, if any, the title and risk of loss of the goods shall not pass to the University.

5.13 ACCEPTANCE OF PRODUCTS AND SERVICES:

All products furnished and all services performed under this Contract shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the Contract. The University reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products or services.

5.14 SALES AND USE TAX:

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

5.15 INDEMNIFICATION:

Contractor agrees to hold UH System, the University, its regents, officers, agents and employees harmless and free from any loss, damage, or expense arising out of any occurrence relating to this Contract or its performance and will indemnify UH System and the University, its regents, officers, agents, employees, and students and assigns against any damage or claim of any type arising from the acts or omission (including negligence) of the Contractor, its agents, employees, subcontractors, and/or assigns.

A. CONTRACTOR SHALL PROTECT AND INDEMNIFY THE UNIVERSITY FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER OR THE USE BY CONTRACTOR, OR BY THE UNIVERSITY AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, THE UNIVERSITY SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF THE UNIVERSITY'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, THE UNIVERSITY AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

- B. The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

5.16 FORCE MAJEURE:

If either the University or Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

5.17 CONFLICTS OF INTEREST:

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

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

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

5.18 NON-DISCLOSURE:

Contractor and the University acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.

Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or the University, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

5.19 PUBLICITY:

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

5.20 SEVERABILITY:

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

5.21 NON-WAIVER OF DEFAULTS:

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements thereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement therein contained.

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.

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 pre-paid, addressed as follows:

University of Houston-Clear Lake
Procurement Department
2700 Bay Area Blvd. – Mail Code 137
Houston, Texas 77058

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

5.34 DELINQUENCY IN PAYING CHILD SUPPORT:

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

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

5.35 REQUIREMENTS PER TEXAS PUBLIC INFORMATION ACT

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

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

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

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

SECTION VI

DESCRIPTION OF SERVICES-GENERAL REQUIREMENTS - SCOPE OF WORK

6.1 GENERAL INFORMATION:

History

The journey of our website began in 2014 with the initiation of the web redesign process and the start of the bidding phase. In spring 2015, we partnered with MStoner, marking a significant step in our redesign journey. The subsequent unveiling of the Omni Campus (OU) platform, now Omni CMS by Modern Campus, in January 2016 set the stage for transformative change. The static HTML templates from MStoner were adapted by the OU team to fit their platform's framework.

On April 21, 2017, we achieved a significant milestone with the launch of our revamped website. However, challenges arose with code structure, template functionalities, and content management, impacting SEO, accessibility, and user experience. Despite efforts by departmental web editors, the demand for engaging content surpassed their capabilities, hindering the evolution of the platform. While we rely on Modern Campus for Omni CMS support, inconsistencies in HTML and CSS have limited our ability to implement global style changes effectively. This history highlights the need to transform our platform to deliver an enhanced user-centric experience and a more adaptable web presence.

Web Governance

The Marketing & Communications Web team consists of a Web manager with technical skills, a web content editor focusing on content aspects, and the Director of Marketing and Brand Strategy providing project management and client relations support. They oversee the university's website governance, offering centralized support, services, and training to align with UHCL's mission and

audience needs. The Communication team's Content Strategist, along with the Enrollment Content Strategist, assists university partners in creating content for marketing landing pages.

This approach proves effective when properly implemented. Considering the limitations posed by a small team overseeing numerous pages, it's impractical to provide comprehensive oversight. Ideally, the Marketing and Communications team should offer guidance and support, focusing on template adjustments and structural enhancements. This ensures webpage integrity and alignment with the university's strategic objectives, prioritizing overarching goals over individual departmental preferences.

Some challenges include delays from content experts in providing necessary details such as talking points and reviewing drafted content for approvals. Occasionally, layout requests may not align with existing templates, and university partners may advocate for their content to be prioritized over others. To address these issues, we aim to transition towards a structured approach that prioritizes adherence to established guidelines for web content structuring, ensuring clarity and consistency in our processes.

The Office of Information Technology (OIT) oversees the technical infrastructure of the website, working in tandem with Marketing & Communications to accomplish the university's objectives.

As the website's technical point of contact (POC), OIT is responsive to inquiries. However, there's uncertainty about managing server-related tasks—whether they're handled by Databank or OIT. Due to unclear hosting service agreements, we typically consult OIT for guidance. Infrequent interactions with OIT indicate minimal issues encountered, but this also means potential gaps in our knowledge of server management, like redirects and settings.

Each college/department appoints web content specialists who serve as CMS experts and liaisons with Marketing & Communications. They ensure compliance with web guidelines, standards, and processes. Individuals are responsible for maintaining accurate content and are supported by centralized services and resources. Their responsibilities include participating in training, using the CMS, maintaining accurate content, complying with policies, collaborating with Marketing & Communications, following content review schedules, and monitoring website changes.

Challenges arise when web editors at the college/department level struggle to maintain current content. Additionally, there is a tendency for them to rely on the Marketing and Communications team for edits instead of assigning the task appropriately, even when someone has been designated for the role.

Current State

The uhcl.edu site caters to a diverse audience, encompassing prospective students ranging from first-time college attendees to graduate students and adult learners. It also serves as a resource for current and prospective students' parents, as well as alumni.

The site contains around 13,640 files, which includes all content within Omni. These files consist of webpages, images, PDFs, DOCs, XLS files, redirect files, and navigation files. This count excludes resource files used for templates and practice folders. The goal is to reduce redundant pages and content and focus attention on student recruitment, program promotion, and alumni engagement.

Our analytics from the past year indicate a total of 1.6 million-page views, including 1.3 million within the last 30 days, and 1.6 million initial visits, with 145,000 occurring in the last 30 days. The most visited pages, excluding employee and student self-services, are the home page, library page, search, graduate degrees landing page, degrees and programs, and undergraduate degrees page. Demographically, our user base is predominantly female (55.5%) and aged 18-27, with the next largest group being 25-34. Geographically, the majority of our users are from the United States, with around 5,000 monthly users from India.

6.2 SERVICES TO BE PERFORMED:

Website Redesign Goals

1. Highlight UHCL's brand strengths, showcasing academic programs, faculty expertise, progress updates, student outcomes, and community partnerships with a responsive design that aligns seamlessly with the new UHCL Brand.
2. Tailor content to target both prospective graduate and undergraduate students, as well as their families, ensuring that their needs and interests are effectively addressed and reflected in the user experience.
3. Establish an intuitive site architecture that facilitates seamless navigation, removing redundancies in pages and content to enhance user satisfaction and engagement.
4. Implement an advanced site search function that delivers relevant results efficiently, requiring minimal maintenance burden to sustain optimal performance.
5. Develop a user-friendly system for prospective students to explore academic programs based on their interests, preferred format, and desired degree level, enhancing lead generation through Request for Information (RFI) forms.
6. Prioritize accessibility and user-centric design standards, ensuring that the website sets a high benchmark for inclusivity and usability.
7. Enhance backend site permissions to provide granular access control, streamlining content management processes and improving security measures.
8. Simplify content development and editing workflows for internal staff, empowering them to efficiently create and update website content in alignment with UHCL's brand guidelines.
9. Build a flexible platform capable of evolving with UHCL's brand changes and technological advancements, future-proofing the website to adapt to evolving needs and standards

Website Requirements

1) General

- a) Design the website to align with UHCL's brand guidelines, remaining flexible for future updates.
- b) Adhere to web standards such as HTML5, CSS3, and Javascript.
- c) Ensure all content displays optimally across various screen sizes and devices.
- d) Implement SEO best practices, allowing content editors to optimize metadata for search engines.
- e) Provide granular permissions for editorial access and navigation control.

2) Accessibility

- a) Ensure the new UHCL website meets all accessibility requirements

3) Content and Content Editing Experience

- a) WYSIWYG editing
- b) ability to display all academic programs with sorting, filtering and search functionality
- c) Support for accessible rich media (images, video, etc.)
- d) Full-text search functionality or off-the-shelf integration
- e) Capable of supporting custom page URLs (paths/routes)
- f) Site alert for emergency communications
- g) Simple content editing experience that is intuitive for users of all CMS experience levels; admin interface must be simplified and user-friendly
- h) Ability for content editors to filter content by type/template in the backend
- i) Ability for content editors to create custom reports such as a listing of news stories or users by access level
- j) Content workflow must have preview and scheduling functionality; select templates should have the ability to enable an approval process before publishing
- k) All pages must feature a revision history that allows the user to revert to previously published versions

Website Redesign Project Scope

- 1) Project discovery surveys and sessions (onsite or virtual – TBD) that include stakeholder sessions, discovery workshops and other sessions needed to inform the project
- 2) Develop comprehensive audience personas and corresponding user journey maps to better understand and cater to the needs and experiences of our core users.
- 3) Content strategy and development
- 4) SEO and CMS implementation
- 5) Web strategy brief that includes content strategy proposal and information architecture strategy proposal
- 6) Creative design brief
- 7) Development brief that outlines early development processes, such as code repositories, stage and development servers and overall development workflow between the vendor's developers and UHCL's web services team
- 8) Integrations
 - a) Integrations out of Scope
 - (1) PressPages
 - (2) PeopleSoft
 - (3) Library
 - b) Integration within Scope
 - (1) Acalog: custom development for program and catalog integration
 - (2) Slate: custom development for RFI integration
 - (3) Ability to accommodate arbitrary third-party scripts
 - (4) Google Analytics - analytics suite
 - (5) Support for inline embeds/scripts
- 9) Design and Content

Design and build a library of pages and page templates to accommodate a variety of content types; up to (3) three design rounds for each page/template. All design and development must adhere to accessibility requirements.

 - a) Main landing pages design

- b) flexible page templates that allow several possible layouts
 - (1) Secondary or interior pages
 - (2) Main landing pages
 - c) campaign landing pages
 - d) microsite template
- 10) Components, Widgets, Content Blocks
Common web design elements that encompass a wide array of features designed to enhance user experience and engagement.
- 11) Content Audit: comprehensive content audit, developing a cohesive content strategy, and crafting content templates conducive to effective content creation for key identified pages.
- 12) Post-Launch Support: Anticipating unforeseen issues post-launch, we require a support window from the vendor to promptly address any challenges that may arise following pre-launch usability and accessibility testing.
- 13) Web Style Guide: The vendor is tasked with developing a comprehensive web style guide, accessible either on UHCL.edu or in PDF format. This guide will encompass elements such as pattern library, typography, templates, and layouts, ensuring consistency and coherence across the website.
- 14) Website User Training and Documentation: Prior to the website's launch, the vendor is expected to conduct a live training session. Furthermore, comprehensive training documentation must be provided, available for access on UHCL.edu, in addition to being provided.

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:

Please provide a fee schedule or provide an itemized line item breakdown for each service or merchandise. Present them as a package as well as ala carte to allow the university to pick and chose as necessary.

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.

6.7 REFUNDS:

The University will establish per terms of 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 UHCL facilities abide by these provisions.

6.11 TRANSITION PLAN:

The Contractor (including the incumbent) 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 rights and obligations under the Contract through the contract coordinator for this contract. Debbie Carpenter in the Procurement Department 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 VII 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;

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

7.1.3 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;

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

7.1.5 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 VIII
GENERAL INFORMATION QUESTIONNAIRE
MUST BE INCLUDED WITH PROPOSAL.

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 date(s), details, circumstances, and prospects for resolution.
7. Provide a customer reference list of no less than three (3) organizations with which your company currently has contracts with and/or has previously provided the goods/service of equal type and scope within the past five (5) years. Reference list to include, company name, contact person, and telephone number, contract description, length of business relationship and any special requirements.
8. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any 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 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 IX 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
- 2 - The Response to this Criteria was Poor
- 4 - The Response to this Criteria was Fair
- 6 - The Response to this Criteria was Average
- 8 - The Response to this Criteria was Good
- 10 - 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 Procurement 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 Procurement Department.

After preferred Respondent is identified, Procurement representative will send notification letters (via e-mail) to all Respondents regarding 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.

| <u>Evaluation Criteria</u> | <u>Value</u> |
|--|---------------------|
| Approach and Range of Services: Evaluation in this category will be based on the respondent's understanding of UHCL's specific needs such as content tailoring for diverse student demographics, adherence to brand guidelines, and technical capabilities for a dynamic and accessible website. Respondents must demonstrate their approach to meeting these comprehensive service requirements in their proposal. | 20.0% |
| Design Portfolio and User Experience Focus: Evaluation in this category will be based on the overall quality of the respondent's design work and user experience innovations as showcased in each project included in their portfolio. Special attention will be given to projects that demonstrate effective solutions for navigation, responsiveness, and alignment with institutional branding, which are crucial for UHCL's redesign goals. | 25.0% |
| Technical Expertise, Compliance, and Client Satisfaction: Evaluation in this category will be based on the respondent's ability to meet UHCL's technical requirements, including compliance with HTML5, CSS3, and JavaScript standards, as well as their capability to implement SEO best practices and integrate systems such as Acalog and Slate. Furthermore, this evaluation will consider the quality of technical solutions provided in past projects | 20% |

| | |
|--|---------------|
| included in the portfolio. It will also take into account feedback from the respondent's references concerning their satisfaction with the agency's services in projects involving responsive web design, institutions of higher education, and OmniUpdate. This includes assessments of the agency's ability to meet technical challenges, maintain project timelines, and achieve overall client satisfaction. | |
| Project Management and Timeline: Evaluation in this category will be based on the respondent's demonstrated project management skills and ability to adhere to timelines. This includes their capacity to effectively coordinate with UHCL's web services team and manage the project from inception through to completion, ensuring timely delivery without compromising quality. | 15.0% |
| Cost Effectiveness and Value: Evaluation in this category will be based on the total cost of the project relative to the value delivered. Respondents are expected to provide detailed budgeting that reflects not only competitive pricing but also the best return on investment, considering the quality, comprehensiveness of services provided, and the scope of post-launch support and training. | 20.0% |
| TOTAL OF WEIGHTED VALUE | 100.0% |

SECTION X
EXHIBITS ATTACHED TO ESD SOLICITATION

EXHIBIT A
EXECUTION OF OFFER

EXHIBIT B
STANDARD PURCHASING AGREEMENT

EXHIBIT C
HUB SUBCONTRACTING PLAN (HSP)