

REQUEST FOR PROPOSALS

Media Planning & Buying Services

RFP 739-SL3546341

Due Date: November 30, 2023

Proposals must be time stamped by the Texas Tech University Health Sciences Center Purchasing Office before the hour and date specified for receipt of solicitation.

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.



Abilene



Amarillo



Dallas/Fort Worth



Lubbock



Permian Basin



SUBMITTAL CHECKLIST

Due Date: November 30, 2023

Request Number:	RFP 739-SL3546341
Vendor Name:	
Contact Name:	
Phone Number:	
Contact E-Mail:	

Check-off

1. Signed and Completed Execution of Offer (ref Appendix B).
2. Signed and Completed HUB Subcontracting Plan (ref Appendix C).
3. Signed and Completed Addenda Checklist (ref Appendix D).
4. Responses to questions and requests for information in the Specifications and Scope of Work Section (ref Section 5).
5. Signed and Completed Pricing Schedule (ref Section 6).
6. Deliver Proposal to:

TTUHSC prefers that all proposals be submitted using the TechBid system
<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech>).

Or Mailed To:

Texas Tech University Health Sciences Center
 Purchasing Office
 3601 4th Street STOP 6217
 Lubbock, Texas 79430



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SECTION 1 GENERAL INFORMATION

1.1 Introduction

The Texas Tech University Health Sciences Center (“TTUHSC”), a part of the Texas Tech University System, seeks proposals from qualified firms for Media Planning & Buying Services (the “Services”). The Services are more specifically described in Section 5.4 entitled Service Specifications.

1.2 Description of Texas Tech University Health Sciences Center

TTUHSC has as its major objectives the provision of quality education and development of academic, research, patient care, and community service programs to meet the health care needs of West Texas, which in total is comprised of 108 counties and represents 50% of Texas’ land mass and 11% of its total population. This 131,000 square mile service area and population of 2.7 million has been, and remains highly underserved by health professionals and accessible health care facilities, despite the substantial and meaningful contribution made by our institution. While education of students and residents remains the primary focus of the institution, there has been an important impact on the health status of West Texas.

Please visit the campus web sites for more information:

- [Abilene campus](#)
- [Amarillo campus](#)
- [Dallas/Fort Worth campus](#)
- [Lubbock campus](#)
- [Permian Basin campus](#)

[TTUHSC Fact Book](#)

1.3 Group Purchasing Authority

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 a contract with the successful Proposer under this RFP.

1.4 TTUHSC’s Right to Reject

This RFP does not commit TTUHSC to select a proposer or to award an agreement to any proposer. TTUHSC reserves the right to accept or reject, in whole or in part, any proposal it receives pursuant to this RFP. 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 TTUHSC at its option. If TTUHSC receives fewer than three proposals, TTUHSC has the right to reissue this RFP in order to gain additional competitive proposals.



1.5 Public Information

- 1.5.1 Proposer is hereby notified that TTUHSC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.
- 1.5.2 TTUHSC may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.
- 1.5.3 Upon execution of a final agreement, TTUHSC 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 (Government Code, Chapter 552.001, et seq.)*. Proposer 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, *Government Code*.

1.6 Inquiries and Interpretations

- 1.6.1 TTUHSC may in its sole discretion respond in writing to written inquiries concerning this RFP and post its response as an Addendum to all parties recorded by TTUHSC as having received a copy of this RFP. Only TTUHSC's responses that are made by formal written addenda will be binding on TTUHSC ("Addenda"). Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by TTUHSC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.
- 1.6.2 Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. APPENDIX D). The Addenda Checklist must be received by TTUHSC prior to the Submittal Deadline and should accompany the Proposer's proposal.
- 1.6.3 Any interested party that receives this RFP by means other than directly from TTUHSC is responsible for notifying TTUHSC that it has received an RFP package, and should provide its name, address, telephone number and FAX number to TTUHSC, so that if TTUHSC issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.



SECTION 2 NOTICE TO PROPOSER

2.1 Submittal Deadline

TTUHSC will accept proposals submitted in response to this RFP until 4:30 PM, Central Time on November 30, 2023 (the “Submittal Deadline”). Proposals should be delivered to:

Texas Tech University Health Sciences Center
Purchasing Office
Attention: Krista Ammons – Solicitation Manager

2.2 TTUHSC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following TTUHSC contact (“TTUHSC Contact”):

Solicitation Manager
Tel. (806) 743-7841 • eFax (806) 743-7850
solicitations@ttuhsc.edu

TTUHSC specifically instructs interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to TTUHSC Contact. TTUHSC Contact must receive all questions or concerns no later than October 9, 2023 TTUHSC will have a reasonable amount of time to respond to questions or concerns. It is TTUHSC’s intent to respond to all appropriate questions and concerns; however, TTUHSC reserves the right to decline to respond to any question or concern.

2.3 Key Events Schedule

TTUHSC will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

Distribution of RFP	September 22, 2023
Deadline for Submission of Written Questions	October 9, 2023
Deadline for Submission/Delivery of Proposals	November 30, 2023
Evaluation of Proposals	November 30, 2023 – January 30, 2024

2.4 Anticipated Term

The anticipated term of any resulting agreement will begin on the date an agreement is executed, and expire on August 31, 2024 TTUHSC will have the option of two (2) additional one (1) year renewal periods.

- Optional Renewal Period #1: September 1, 2024 – August 31, 2025
- Optional Renewal Period #2: September 1, 2025– August 31, 2026



SECTION 3 PROPOSAL SUBMISSION PROCEDURES

3.1 Number of Copies

Proposer must submit a total of **one (1)** complete copy of its entire proposal. An original or digital signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. APPENDIX B) of the submitted proposal.

3.2 Submittal Instructions for Online (TechBid) Proposals

3.2.1 TTUHSC **prefers** that all proposals be submitted using the TechBid system at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech>.

3.2.2 Proposals must be signed by the responding company's official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification. The TechBid system contains a mandatory "Bidder Affirmation" checkbox certifying this information. **By submitting their proposal online, proposers automatically qualify as having a valid signature.**

3.2.3 All proposals must be submitted online no later than the date and time indicated in Section 2.1 "Submittal Deadline."

3.3 Submittal Instructions for Mailed Proposals (Not Required if Submitted Online)

3.3.1 TTUHSC **prefers** that all proposals be submitted using the TechBid system at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech>. However, if necessary, the proposer may elect to submit a printed version of the proposal and submit the proposal by mail or carrier service.

3.3.2 One (1) original individually-bound completed proposal is required for the mailed or delivered submittals. Note: One (1) electronic version (USB Drive) is also required for archival purposes.

3.3.3 Proposals must be signed by the responding company's official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification.

3.3.4 Proposals should be submitted in a sealed envelope or box marked with the name of the RFP (as shown on the cover page of this RFP) and the opening date. All proposals must be submitted no later than the date and time indicated in Section 2.1 "Submittal Deadline."

3.4 Proposal Validity Period

Each proposal must state that it will remain valid for TTUHSC's acceptance for a minimum of ninety (90) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.



3.5 Terms and Conditions

Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. APPENDIX A), the Notice to Proposer (ref. Section 2 of this RFP), Proposal Submission Procedures (ref. Section 3 of this RFP) and the Specifications and Scope of Work (ref. Section 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity will prevail.

3.6 Alternate Proposals

TTUHSC may consider alternate proposals submitted by Proposer. Proposers submitting alternate proposals should (i) clearly identify any exceptions taken to the requirements and specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. Proposer may suggest additions to the requirements and specifications set forth in this RFP, and all such suggestions must be clearly identified. Alternate proposals should be submitted as attachments to the proposal. Alternate proposals shall meet the same requirements and shall be in the same format as the proposal's base format.

3.7 HUB Subcontracting Plan

A HUB Subcontracting Plan ("HSP") is required as part of Proposer's proposal. The HSP will be developed and administered in accordance with TTUHSC's Policy on Utilization of Historically Underutilized Businesses attached as APPENDIX C and incorporated for all purposes.

Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including APPENDIX C. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.

TTUHSC has reviewed this RFP in accordance with Title 34, Texas Administrative Code, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

A search has been conducted of the Centralized Master Bidders List to identify active HUB vendors in accordance with Title 34, Texas Administrative Code, Section 20.14(a)(1). The following NIGP commodity codes were included:

Code #1 (**96153**) Code #2 (**91522**)

Results can be viewed at the following link:

<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>



SECTION 4 EVALUATION CRITERIA AND AWARD

4.1 Evaluation Process

- 4.1.1 TTUHSC will utilize a proposal evaluation team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of TTUHSC, the judgment in this regard shall be considered final. Any agreement resulting from this request shall be awarded to the proposer providing the “best value” to TTUHSC.
- 4.1.2 Under section 51.9335 of the Texas Education Code in determining what is the best value to an institution of higher education, TTUHSC shall consider the purchase price, the reputation of the proposer and of the proposer’s goods or services, the quality of the proposer’s goods or services, the extent to which the goods or services meet TTUHSC’s needs, the proposer’s past relationship with TTUHSC, the impact on the ability of TTUHSC to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities, the total long-term cost to TTUHSC of acquiring the proposer’s goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor.

4.2 Proposer’s Acceptance of Evaluation Methodology

Submission of a proposal indicates proposer’s acceptance of the evaluation technique and proposer’s recognition that some subjective judgments must be made by TTUHSC during the assigning of points.

4.3 Evaluation Criteria and Weights

- 4.3.1 Each proposal shall be evaluated on the ability to meet TTUHSC’s requirements and to provide the best value to TTUHSC.
- 4.3.2 The evaluation will be based on the following formula:

Criteria	Weight
Proposer’s Service Approach	30%
Proposer’s Experience and Reputation	20%
Proposer’s Key Personnel / Staffing Qualifications	25%
Professional Fees / Mark-Ups / Commissions	25%

4.4 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the proposal information to TTUHSC.



4.5 Oral Presentations/Interviews

Upon completion of the initial review and evaluation of the proposals submitted, selected proposers may be invited to participate in oral presentations. Oral presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the Section 2.1 entitled "Submittal Deadline."

4.6 Award Process

During the opening, proposals will be acknowledged publicly to identify the names of the proposers, 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 proposers or, at TTUHSC's sole option and discretion, TTUHSC may discuss or negotiate all elements of the proposal with selected proposers which 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).

4.7 Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, TTUHSC may permit a proposer to revise its proposal in order for TTUHSC to obtain a best and final offer. TTUHSC will provide each proposer within the competitive range with an equal opportunity for discussion and revision of their proposal, and a proposer may elect not to amend their original proposal. TTUHSC is not bound to accept the best-priced proposal if that proposal is not the most advantageous to TTUHSC as determined by the evaluation team.

4.8 Award of Agreement

4.8.1 TTUHSC 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 TTUHSC and to re-solicit for proposals, or temporarily or permanently abandon the solicitation. If TTUHSC awards an agreement, it will award the agreement to the proposer whose proposal is the most advantageous to TTUHSC, considering price and the evaluation factors set forth in this RFP. Any actual or prospective proposer who is aggrieved in connection with the solicitation, evaluation or award of an agreement may formally protest in accordance with the following:

<https://www.fiscal.ttuhscc.edu/purchasing/vendors/protestprocedures.aspx>

4.8.2 TTUHSC intends to negotiate and award an agreement with the vendor submitting the proposal the evaluation committee determines best meets the requirements and is considered to be the best value overall. The agreement is a non-exclusive agreement, and TTUHSC reserves the right to enter into one or more agreements with third parties covering the same or similar Services.



- 4.8.3 The proposer may submit its standard agreement for review by TTUHSC. The agreement entered into by the parties shall consist of the RFP, the signed proposal submitted by the vendor, the specifications including all the modifications thereof, a written agreement, and purchase order(s), all of which shall be referred to collectively as the agreement documents.
- 4.8.4 Any resulting agreement may be subject to review and approval by The Board of Regents of Texas Tech University System (the "BOR"). If the BOR does not approve the agreement, then the agreement is null, void, and of no effect. Rules governing the approval and execution of contracts can be viewed here: The Rules & Regulations of the Board of Regents, Chapter 07 - <https://www.texastech.edu/board-of-regents/regents-rules/chapter-07-fiscal-management.pdf>
- 4.8.5 TTUHSC is required under Texas Legislature House Bill 1295 (section 2252.908 of the Government Code) to request Ethics Commission Reporting from contractors with agreements that:
- (1) requires an action or vote by the governing body of the entity or agency; or
 - (2) has a value of at least \$1 million (value of an agreement is based on the amount of consideration received or to be received by the contractor from TTUHSC).

The Business Entity must file Form 1295 electronically with the Texas Ethics Commission using the online filing application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm



SECTION 5 SPECIFICATIONS AND SCOPE OF WORK

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The successful Proposer is referred to as the “Contractor.”

5.2 Minimum Requirements

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements if applicable:

Proposer is current with the State of Texas Comptroller of Public Accounts (if applicable)
<https://fmcpa.cpa.state.tx.us/tpis/>

Proposer can provide Certificate of Franchise Tax status. (if applicable)
<https://ourcpa.cpa.state.tx.us/coa/Index.html>

Proposer shall demonstrate evidence of certifications, permits, licenses and insurances as appropriate to provide the Services as required.

5.3 Additional Requirements Specific to this RFP

Proposer must submit the following informational sections as part of Proposer’s proposal:

1. Proposer’s Service Approach

- Provide written detail documenting how proposed Service meets the requirements found in Section 5.4 Service Specifications.

2. Proposer’s Experience and Reputation

- Provide written detail about corporate background and experience.
- Provide at least 3 references (with names and contact information) and description of services from current or recent clients. These should include specifications and requirements most similar to those described in this RFP.

3. Proposer’s Key Personnel / Staffing Qualifications

- Provide an overview of proposed human capital in the areas of:
 - * Account Management
 - * Media Research, Planning and Buying
 - * Campaign Management
 - * Performance and Attribution Reporting
 - * Slate CRM Integration (if available)



5.4 Services Specifications

Overview:

Texas Tech University Health Sciences Center is seeking to select a qualified Contractor(s) to provide Media Planning & Buying Services for TTUHSC's Marketing and Communications Office. Awarded Contractor(s) must be readily available to perform Services on behalf of any or all TTUHSC campuses.

Required Services:

Market research and media planning and buying services in traditional, digital and emerging media channels. Contractor will provide well-researched media buy proposals for local, state- and nation-wide media buys. Contractor's focus on cost efficiency as well as effectiveness in reaching target audiences in line with campaign objectives and strategic marketing initiatives will be of the highest priority. Services include, but are not limited to, quantitative and qualitative market research, media research, media buying, continual campaign analysis and optimization preferably from an in-house performance team who can quickly optimize/swap out creative, media invoice reconciliation, securing "make goods" and credits, tracking and reporting with access to media reporting dashboards, post-buy analyses, trafficking of ads to media, added value negotiation, production, and creative and earned media support as requested.

Preferred Services:

Integration with Slate CRM instances in order to attribute KPIs to campaign performance. Integration should enable attribution reporting, including: leads, application conversions, and matriculation. Contractor should be able to advise on best practice to configure the platform in the most efficient way to acquire accurate data.

A. Account Management.

Requirements:

- (a) The Contractor will provide marketing analysis, research and strategic planning as well as project management and successful execution of marketing plans as an extension of the Office of Communications and Marketing as needed.
- (b) Contractor will provide competent and experienced staff for TTUHSC account, as needed to develop and maintain a positive, productive relationship and to meet all agreed upon project timelines.
- (c) TTUHSC expects that personnel assigned to its account management team will serve diligently throughout the term of the contract. Each member of the account team shall be assigned for at least a twelve-month period, unless TTUHSC should request the replacement of a member or a member leaves the Contractor's employment. Any changes to the account team must be discussed with and any proposed replacements must be approved in writing by TTUHSC.
- (d) If requested, team personnel shall be available to attend planning, informational, progress and reporting meetings. To facilitate transition between contractors, the Contractor shall, at no cost to TTUHSC, attend start-up meetings with appropriate TTUHSC representatives. These meetings will address TTUHSC's expectations and the transition of current and proposed projects. The Contractor should be able to participate in videoconferencing with TTUHSC representatives throughout the contract term.



- (e) The contractor will provide a consistent responsiveness and availability within reasonable timeframes.
- (f) Contractor will provide assistance in the development of a TTUHSC service request control mechanism or process in conjunction with the TTUHSC Office of Communications and Marketing. Contractor will also comply with Communications and Marketing's review and approval routing processes.

B. Media Research, Planning and Buying.

Requirements:

- (a) The Contractor must provide management of the media purchases, including without limitation researching, recommending, planning, placing, tracking, and reconciling all media. The Contractor will acquire various media and related services with third-parties on behalf of TTUHSC. These acquisitions will be reimbursed to the Contractor. A mark-up or commission may or may not be allowed depending on the circumstances.
- (b) Note, TTUHSC is a nonprofit educational institution and is eligible for discount pricing and tax exemption. The Contractor must also directly pay all the media and creative invoices and submit these expenses monthly, or in line with campaign timelines, to TTUHSC for reimbursement. TTUHSC, as a non-profit educational institution and an agency of the State of Texas, is exempt from State of Texas Sales Taxes for purchases of goods and services made on its behalf. TTUHSC will provide Contractor with a copy of its exemption certificate.

C. Campaign Management

Requirements:

- (a) Contractor will traffic, track and monitor all media placements, providing due diligence, weekly updates, monthly reporting and end of campaign performance reports.
- (b) Contractor will work with TTUHSC teams to make timely and continual optimizations when necessary and available.
- (c) Contractor will be available to provide informational and performance reporting to TTUHSC leadership.
- (d) Contractor will provide a specification sheet in a timely manner with a clear explanation of timelines, file types, variations, etc. The time in which TTUHSC receives the specification sheet should be within a reasonable timeframe of the campaign launch.



D. Performance Reporting and Attribution**Requirements:**

- (a) Contractor will work with TTUHSC Communications & Marketing to determine campaign KPIs, including but not limited to channel and tactic industry benchmarks. Additional KPIs will be determined during the campaign planning process.

- (b) Contractor should assist in providing attribution frameworks and measurement respective to the campaign KPIs and defined conversions. Effort should be made to develop campaign ROI metrics.

E. Slate CRM Integration (if available)**Requirements:**

- (a) For academic campaigns, contractor should work with TTUHSC teams to support Slate CRM integration to capture and nurture leads.

- (b) Slate CRM will be used for attribution reporting, and contractor should be able to provide support for integration, data analyzation and automation.



**SECTION 6
PRICING SCHEDULE**

Proposal of: _____
(Proposer Company Name)

Ref.: Media Planning & Buying Services

RFP No.: RFP 739-SL3546341

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.1 Pricing for Services Offered:

Please provide pricing in a format that best fits the intended use by TTUHSC as described in Section 5.4.

6.2 TTUHSC's Payment Terms

TTUHSC's standard payment terms are "Net 30 days."

By: _____

Name: _____

Title: _____

Date: _____



SECTION 7 GENERAL TERMS AND CONDITIONS

The terms and conditions contained in (i) the attached Agreement (ref. APPENDIX A) or, in the sole discretion of TTUHSC, terms and conditions substantially similar to those contained in the Agreement and (ii) the Texas Tech University System Required Contract Terms set forth at <http://www.texastech.edu/ogc/required-contract-terms.pdf> (collectively, the “Required Terms”) will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any of the Required Terms, Proposer will submit a list of the exceptions as part of its proposal. Proposer’s exceptions will be reviewed by TTUHSC and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then TTUHSC may consider Proposer’s exceptions when TTUHSC evaluates the Proposer’s proposal.



APPENDIX A AGREEMENT

Texas Tech University Health Sciences Center Purchase Order Terms and Conditions

“TTUHSC” shall mean Texas Tech University Health Sciences Center.

1. ACCEPTANCE OF PURCHASE ORDER: Acceptance of this Purchase Order is expressly limited to the terms and conditions herein contained on both sides hereof. None of the terms and conditions contained in this Purchase Order may be modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the TTUHSC and delivered by TTUHSC to Supplier, and each shipment received by TTUHSC from Supplier shall be deemed to be only upon the terms and conditions contained in this Purchase Order except as these may be added to, modified, superseded or otherwise altered by a written instrument signed by an authorized representative of TTUHSC and delivered by TTUHSC to Supplier, notwithstanding any terms and conditions that may be contained in any acknowledgement, invoice or other form of Supplier and notwithstanding TTUHSC’s act of accepting or paying for any shipment or similar act of TTUHSC. TTUHSC’s failure to object to provisions contained in Supplier’s documents shall not be deemed a waiver of the Purchase Order, the Terms and Conditions set forth herein and any exhibits (collectively also referred to as “Purchase Order”) which shall constitute the entire agreement between the parties.

2. DELIVERY; SUBSTITUTIONS; INVOICES; SALES TAX: Supplier will keep TTUHSC advised at all times of the status of delivery or performance under this Purchase Order. If delay is foreseen, Supplier will give prompt written notice to TTUHSC. Upon notice, TTUHSC may extend the delivery date in its sole discretion. Supplier will only tender for acceptance those goods and services that conform to the requirements of this Purchase Order. Substitutions, cancellations and price changes will require prior written consent of TTUHSC Purchasing Department. TTUHSC will not be bound by any oral statement or representation contrary to the written Specifications of this Purchase Order. Default in promised delivery or failure to conform to the requirements of this Purchase Order authorizes TTUHSC to purchase goods or services elsewhere and charge to Supplier any excess cost of such repurchase. Supplier will show this Purchase Order number and complete “ship to” information, including attention line, on all packages, shipments, and invoices. Invoices must include Supplier’s Texas Vendor Identification Number and be addressed and mailed to:

Texas Tech University Health Sciences Center
Accounts Payable Department
P.O. Box 5970
Lubbock, Texas 79408.

TTUHSC, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the goods and services covered by this Purchase Order, in accordance with Section 151.309, *Texas Tax Code*, and Title 34 *Texas Administrative Code* (“**TAC**”) Section 3.322.

3. TITLE AND RISK OF LOSS: Title to and risk of loss to any goods to be delivered under this Purchase Order will not pass to TTUHSC until TTUHSC actually receives and takes possession of such goods at the point of delivery.

4. WARRANTIES: In addition to all warranties established by law, Supplier hereby represents, covenants, certifies, warrants and agrees that:

- (a) Supplier will comply with all requirements of this Purchase Order.
- (b) All goods and services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or adopted by TTUHSC (collectively “**Specifications**”), and will be new, merchantable, fit for the purpose intended, of best quality and workmanship, covered by manufacturer’s warranty, and free from all defects. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from a Nationally Recognized Testing Laboratory (NRTL). TTUHSC will have the rights of inspection and approval and may reject and return goods or require reperformance of services at Supplier’s expense if defective or not in compliance with TTUHSC’s Specifications. Defects will not be deemed waived by TTUHSC’s failure to notify Supplier upon receipt of goods or completion of services or by payment of invoice.
- (c) No disclosure, description, or other communication of any sort will be made by Supplier to any third person of the fact of TTUHSC’s purchase of goods or services under this Purchase Order, or of the details and characteristics of the goods or services, without TTUHSC’s prior written consent. Anything furnished to Supplier by TTUHSC pursuant to this Purchase Order including samples, drawings, patterns, and materials will remain the property of TTUHSC, will be held at Supplier’s risk, and will be returned to TTUHSC upon TTUHSC’s request, and no disclosure or reproduction thereof in any form will be made without TTUHSC’s prior written consent.
- (d) Supplier is familiar with and is in full compliance with its obligations, if any, under all applicable federal, state



- and local, laws, regulations, and ordinances (collectively, “**Applicable Laws**”).
- (e) All goods delivered or services provided pursuant to this Purchase Order will conform to standards established for such goods and services by all Applicable Laws, including those standards promulgated by the federal Occupational Safety and Health Administration (OSHA) and the Texas Hazard Communication Act, Chapter 502, *Texas Health and Safety Code* (“**Texas Hazard Communication Act**”).
 - (f) Supplier 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 Supplier, its employees, agents or subcontractors brings on TTUHSC’s premises, or (2) a statement of exemption if the product is not covered by the Texas Hazard Communication Act. For any chemicals purchased, mail Material Safety Data Sheet to:

Texas Tech University Health Sciences Center
 Safety Services, Stop 9020
 3601 4th Street
 Lubbock, Texas 79430

- Include an additional Material Safety Data Sheet with the shipment.
- (g) Use or sale of any goods delivered under this Purchase Order, except (with respect to patents) goods produced to TTUHSC’s detailed design, will not infringe any adverse valid patent, copyright, trademark or other intellectual property right.
 - (h) The price to be paid by TTUHSC will be that contained in Supplier’s bid or proposal, which Supplier warrants to be no higher than Supplier’s current prices on orders by others for goods or services of the kind covered by this Purchase Order for similar quantities to similar customers under similar conditions. In the event Supplier breaches its warranty, the prices will be reduced to Supplier’s current prices on orders by others or, in the alternative, TTUHSC may cancel this Purchase Order without liability to Supplier.
 - (i) Supplier will make records of Supplier’s costs, reimbursable expenses and payments pertaining to this Purchase Order available to TTUHSC or its authorized representative during business hours and retain those records for four (4) years after final payment or abandonment of the project, unless TTUHSC otherwise instructs Supplier in writing.
 - (j) If this Purchase Order requires Supplier’s presence on TTUHSC’s premises or in TTUHSC’s facilities, Supplier will cause its employees, representatives, agents, and subcontractors to become aware of, fully informed about, and in full compliance with all applicable TTUHSC rules and policies, including but not limited to those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.
 - (k) Supplier has not given or offered to give, nor does Supplier 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 this Purchase Order.
 - (l) Supplier shall comply with applicable export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR) 15 CFR Parts 730 through 799, in the performance of this Purchase Order. In the absence of available license exemptions/exceptions, Supplier shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Supplier shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Prior to disclosing or transferring to TTUHSC any hardware, technical data, software or product utilizing any such data which is subject to export controls under federal law, Supplier shall notify TTUHSC in writing of the nature and extent of the export control. TTUHSC shall have the right to decline any such technical data or product utilizing such data. In the event the Supplier sends such technical data or product that is subject to export control, without notice of the applicability of such export control, TTUHSC has the right to immediately terminate this Purchase Order.
 - (m) Supplier agrees that all writings or other materials produced by Supplier, its employees or agents relating to the work under this Purchase Order shall be deemed “works made for hire” as that term is defined in the U.S. Copyright Act, that all rights thereto shall be owned by TTUHSC, and that Supplier shall not assert any claim thereto. In the event that works are not considered “works made for hire” as that term is defined in the U.S. Copyright Act, the Supplier assigns any and all intellectual property rights, including but not limited to copyrights to any such works, and Supplier agrees to execute any necessary documentation to effect this assignment.
 - (n) The foregoing representations, covenants, certifications, and warranties will survive acceptance of goods as well as performance of services under this Purchase Order.





5. PAYMENT: TTUHSC will make payment for purchases made by TTUHSC departments under this Purchase Order in accordance with Chapter 2251 of the Texas Government Code. Notwithstanding any provision of this Purchase Order to the contrary, TTUHSC will not be obligated to make any payment to Supplier if Supplier is in default under this Purchase Order. No payment made by TTUHSC will (a) be construed to be final acceptance or approval of that Product or Services to which the payment relates, or (b) relieve Supplier of any of its duties or obligations under this Purchase Order. The acceptance of each payment by Supplier will constitute a waiver of all claims by Supplier except those previously made in writing and identified by Supplier as unsettled at the time of the invoice for that payment. TTUHSC will have the right to verify the details set forth in Supplier's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Supplier at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.

6. ANTITRUST LAWS; CLAIMS FOR OVERCHARGES: Supplier warrants and represents that neither Supplier nor any party acting on behalf of Supplier has violated the antitrust laws of the United States or of the State of Texas. Supplier hereby assigns to TTUHSC any and all claims for overcharges associated with this Purchase Order which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., or of the State of Texas, Tex. Bus. & Comm. Code Sec. 15.01, et seq.

7. INDEMNITY: SUPPLIER WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND , AND HOLD HARMLESS TEXAS TECH UNIVERSITY SYSTEM, TTUHSC, AND ITS REGENTS, OFFICERS, DIRECTORS, EMPLOYEES, AUTHORIZED REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM SUPPLIER'S PERFORMANCE UNDER OR BREACH OF THIS PURCHASE ORDER AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF SUPPLIER , ANYONE DIRECTLY EMPLOYED BY SUPPLIER OR ANYONE FOR WHOSE ACTS SUPPLIER MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. IN ADDITION, SUPPLIER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THIS PURCHASE ORDER OR THE GOODS OR SERVICES PROVIDED UNDER THIS PURCHASE ORDER.

8. INSURANCE: If this Purchase Order requires the presence on TTUHSC's premises of Supplier's employees, agents, suppliers or subcontractors (if any), Supplier agrees to maintain and to cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverages for at least the specified limits:

Coverages:	Limits:
Commercial General Liability	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Payments (Any One Person)	\$5,000
Liquor Liability (if applicable)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection (if applicable)	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	\$1,000,000
	\$1,000,000
	\$1,000,000
Crime Coverage (if applicable)	50% of the contract value; or \$100,000, whichever is greater



All policies (except Workers' Compensation) will name the Texas Tech University System Board of Regents ("TTUS Board"), TTUHSC, and its officers and employees as Additional Insured. A Waiver of Subrogation in favor of TTUHSC and the TTUS Board and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements will be provided to TTUHSC prior to commencement of any services under this Purchase Order.

9. HUB SUBCONTRACTING: If authorized, Supplier will use good faith efforts to subcontract the goods or services performed under this Purchase Order in accordance with the Supplier's Historically Underutilized Business ("HUB") Subcontracting Plan ("HSP") submitted in connection with this Purchase Order, if any. Except as specifically provided in the HSP, Supplier will not subcontract any of its duties or obligations under this Purchase Order, in whole or in part. This Purchase Order is subject to 34 TAC Section 20.14, HUB Programs. Supplier will comply with all of its duties and obligations under 34 TAC Section 20.14. In addition to other rights and remedies, TTUHSC may exercise all rights and remedies authorized by 34 TAC Section 20.14.

10. ETHICS MATTERS: TTUHSC is an entity subject to the Deficit Reduction Act of 2005 and is required to establish and disseminate policies to be adopted by its Suppliers and agents. Accordingly, Supplier agrees that it will comply with federal, state or local laws or regulations applicable to Supplier's performance under the Purchase Order. Supplier further agrees that it will comply with applicable TTUHSC Operating Policies and Procedures located at <http://www.ttuhscc.edu/HSC/OP>, including, but not limited to HSC OP 52.06, Standards of Conduct and Ethics Guide, HSC OP 52.03, Compliance Hotline, and HSC OP 52.04, Reporting Violations and Non-Retaliation Policy, as well as all relevant published TTUHSC compliance programs, which are available on its website: <http://www.ttuhscc.edu/compliance>. If Supplier performs coding/billing services or provides health care items or services on behalf of TTUHSC, upon request from TTUHSC, Supplier agrees to participate in TTUHSC's billing compliance and HIPAA privacy training sessions.

11. NOTICES: Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Purchase Order to TTUHSC will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

John Haynes
Managing Director of Purchasing
3601 4th Street, STOP 9021
TTSWMC, Suite 200D
Lubbock, Texas 79430-9021
Fax: 806-743-7841
John.g.haynes@ttuhsc.edu

or such other person or address as may be given in writing by TTUHSC to Supplier.

12. UNDOCUMENTED WORKERS: The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Supplier is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Supplier employs unauthorized workers during performance of this Purchase Order in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, TTUHSC may terminate this Purchase Order. Supplier represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

13. STATE OF TEXAS COMPUTER EQUIPMENT RECYCLING PROGRAM CERTIFICATION: Pursuant to Section 361.965, *Texas Health and Safety Code*, Supplier certifies that it is full compliance with the *State of Texas Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act* set forth in Subchapter Y, Chapter 361, *Texas Health and Safety Code*, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in 30 TAC Chapter 328. Supplier acknowledges that this Purchase Order may be terminated and payment may be withheld if this certification is inaccurate.



14. RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK; CRIMINAL BACKGROUND CHECKS: Each individual who is assigned to perform services under this Purchase Order will be an employee of Supplier or an employee of a subcontractor engaged by Supplier. Supplier is responsible for the performance of all individuals performing services under this Purchase Order. Prior to commencing services, Supplier will (1) provide TTUHSC with a list ("**List**") of all individuals who may be assigned to perform services, and (2) have an appropriate criminal background screening performed on all the individuals. Supplier will determine on a case-by-case basis whether each individual assigned to perform services is qualified to provide the services. Supplier will not knowingly assign any individual to provide services on TTUHSC's campus who has a history of criminal conduct unacceptable for a TTUHSC campus or healthcare center, including violent or sexual offenses. Supplier will update the List each time there is a change in the individuals assigned to perform services. Prior to commencing performance of services under this Purchase Order, Supplier will provide TTUHSC a letter signed by an authorized representative of Supplier certifying compliance with this Section. Supplier will provide TTUHSC an updated certification letter each time there is a change in the individuals assigned to perform services.

15. TERMINATION:

- (a) Upon written notice to Supplier, TTUHSC may terminate this Purchase Order, in whole or in part, without cause. If TTUHSC terminates without cause, TTUHSC will pay Supplier all reasonable costs incurred up to the date of termination. Under no circumstance will TTUHSC pay Supplier for anticipatory or lost profits.
- (b) In the event of a material failure by Supplier to perform in accordance with the terms of this Purchase Order ("**default**"), TTUHSC may terminate this Purchase Order upon ten (10) calendar days' written notice of termination setting forth the nature of the default; provided that, the default is through no fault of TTUHSC. Termination will not be effective if the default is fully cured by Supplier prior to the end of the ten-day period.

16. EXCLUSION: Supplier represents and warrants that neither Supplier or any employees or agents who provide items or Services under this Purchase Order are excluded, suspended or debarred from participation in any federal or state health care program or federally funded contracts. TTUHSC may conduct searches of Supplier 's name against various federal and state sanction and exclusion databases, including, but not limited to the HHS OIG List of Excluded Individuals/Entities (LEIE), the federal System for Award Management (SAM) and the Texas HHSC Exclusion List. Supplier agrees to immediately inform TTUHSC as soon as it is aware that it or any of its employees, agents or Suppliers providing items or services under the Purchase Order are subject to the imposition of any such sanctions or exclusion. This Purchase Order shall be subject to immediate termination by TTUHSC in the event Supplier, or any of its employees, agents or Suppliers, is listed on any federal or state sanction/exclusion list as being subject to sanctions or exclusion.

17. EMERGENCY HEALTH AND SAFETY PROCEDURES: In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency ("Emergency"), TTUHSC may, at its sole discretion, implement new or modified health and safety procedures in order to protect the health and safety of the TTUHSC community. In the event of Emergency, Supplier agrees to adhere to all such procedures and related directives from TTUHSC when entering onto and performing services on TTUHSC's campus.

17.1 COVID-19 HEALTH AND SAFETY PROCEDURES. Published at: <https://www.ttuhscc.edu/coronavirus/>

18. INCORPORATED TERMS: The Parties acknowledge and agree that the Required Contract Terms set forth at <http://www.texastech.edu/ogc/required-contract-terms.pdf> and the Required IT Terms set forth at <http://www.texastech.edu/ogc/contracting/required-IT-terms.pdf> are incorporated into this Agreement as if expressly stated herein (the "Incorporated Terms").

19. CONTROLLING TERMS: Supplier agrees that this Purchase Order, including the Incorporated Terms, form the agreement between TTUHSC and Supplier. In the event of a conflict between the Incorporated Terms and any other term of this Purchase Order, Supplier acknowledges and agrees that the Incorporated Terms are controlling.



APPENDIX B EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

1.1 *By signature hereon, Proposer represents and warrants the following:*

- 1.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between TTUHSC and Proposer; (3) TTUHSC has made no representation or warranty, written or oral, that one or more contracts with TTUHSC will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 1.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 1.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to provide the Services.
 - 1.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 1.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 1.1.6 If selected by TTUHSC, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 1.1.7 If selected by TTUHSC, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 1.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that TTUHSC will rely on such statements, information and representations in selecting Contractor. If selected by TTUHSC, Proposer will notify TTUHSC immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 1.1.9 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY TTUHSC, INDEMNIFY, AND HOLD HARMLESS TTUHSC, THE TEXAS TECH UNIVERSITY SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 1.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer 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.
- 1.2** By signature hereon, Proposer offers and agrees to furnish the Services to TTUHSC and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 1.3** By signature hereon, Proposer affirms that it has not given or offered to give, 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 a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at TTUHSC.
- 1.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at TTUHSC's option, may result in termination of any resulting contract or agreement.
- 1.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, 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.
- 1.6** By signature hereon, Proposer 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 Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 1.7** By signature hereon, Proposer certifies as follows:
- "Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the



Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

- 1.8 By signature hereon, Proposer 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 Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The Texas Tech University System, on the other hand, other than the relationships which have been previously disclosed to TTUHSC in writing; (ii) Proposer has not been an employee of any component institution of The Texas Tech University System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before TTUHSC enters into a contract or agreement with Proposer.
- 1.9 By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting TTUHSC from entering into a contract 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*, Proposer certifies that Proposer 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.
- 1.10 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 1.11 By signature hereon, Proposer represents and warrants that all products and services offered to TTUHSC 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.
- 1.12 Proposer 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 TTUHSC makes an award or enters into any contract or agreement with Proposer.
- 1.13 Proposer certifies it is not prohibited under Tex. Gov't Code §2261.252(b) and agrees that if Proposer's certification is or becomes untrue, any resulting Agreement is void, and Proposer will not seek and waives its right to seek any legal or equitable remedy for past or future performance under any resulting Agreement, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

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.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)



APPENDIX C HUB SUBCONTRACTING PLAN

Please visit the following link to fill out and print the required HUB Subcontracting Plan.

General Reference Documents

<http://www.fiscal.ttuhscc.edu/purchasing/hub/resources.aspx>

HUB Subcontracting Plan

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>



**APPENDIX D
ADDENDA CHECKLIST**

Proposal of: _____
(Proposer Company Name)

To: Texas Tech University Health Sciences Center

RFP No.: RFP 739-SL3546341

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

By: _____
(Authorized Signature)

Name: _____

Title: _____

Date: _____



APPENDIX E TTUHSC VENDOR INFORMATION

For information on TTUHSC purchase processes, please consider visiting the following:

<http://www.fiscal.ttuhs.edu/purchasing/vendors.aspx>

Campus maps are available at the following link:

<https://www.ttuhs.edu/maps-directions/default.aspx#>

