

DIVISION OF FINANCE

Procurement Services

**REQUEST FOR PROPOSAL****RFP TAMUHSC 19-0013
MARKETING AND COMMUNICATIONS PLAN
For CENTER FOR OPTIMIZING RURAL HEALTH****PROPOSAL MUST BE RECEIVED BEFORE:****2:00 p.m. CST on March 13, 2019****MAIL PROPOSAL TO:**

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University
Procurement Services
Purchasing & Stores Building
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at the **Texas A&M University Department of Procurement Services** before the hour and date specified for receipt of proposal.

Sealed proposals will be received until the date and time established for receipt.

REFER INQUIRIES TO:

Susan King

Texas A&M University
Procurement Services
email: sa-king@tamu.edu

Table of Contents

SECTION 1.	INTRODUCTION	4
1.1	Introduction	4
1.2	Brief History and Current Organization	4
1.3	Scope of Work.....	5
1.4	Form of Proposal	6
1.5	Award	6
1.6	Schedule of Events	6
SECTION 2.	REQUIREMENTS	7
2.1	Technical Proposal	7
2.2	References	7
SECTION 3.	GENERAL INFORMATION	8
3.1	Submittal Deadline and Location	8
3.2	Submittal Instructions	8
3.3	Texas A&M Contacts.....	8
3.4	Inquiries and Interpretations.....	8
3.5	Electronic State Business Daily Website.....	9
3.6	Open Records	9
3.7	Terms and Conditions	9
3.8	Proposal Components.....	9
SECTION 4.	GENERAL TERMS AND CONDITIONS	10
4.1	General	10
4.2	Final Review and Approval.....	10
4.3	Definitions.....	10
4.4	Time of Performance.....	11
4.5	Default.....	11
4.6	Termination.....	11
4.7	Agreement Amendments.....	11
4.8	Independent Vendor Status	11
4.9	Right to Audit.....	11
4.10	Sales and Use Tax	11
4.11	Observance of Texas A&M Rules and Regulations	12
4.12	Non-Disclosure	12
4.13	Publicity	12
4.14	Severability	12
4.15	Non-Waiver of Defaults	12
4.16	Governing Law.....	12
4.17	Intellectual Property	12
4.18	Access to TAMU Information.....	13
4.19	Ownership of Documents	13
SECTION 5.	CONTRACTUAL REQUIREMENTS	14
5.1	Texas Public Information Act	14
5.2	Indemnification	14
5.3	Other Benefits	14
5.4	Alternative Dispute Resolution	14
5.5	HUB Participation Plan	14
SECTION 6.	EXECUTION OF OFFER	15
6.1	Proposer Affirmation.....	15

6.2	Texas Family Code Section 231.006	15
6.3	Substitute W-9.....	16
6.4	Direct Deposit	16
6.5	Signature	16
SECTION 7.	RESPONDENT’S QUESTIONNAIRE/COMPANY EXPERIENCE	17
7.1	Company Profile	17
SECTION 8.	PRICING	18
8.1	Pricing	18
SECTION 9.	EVALUATION CRITERIA FOR AWARD	19
9.1	Evaluation Information	19
9.2	Demonstration/Presentation	19
9.3	Evaluation Criteria and Weights	19
SECTION 10.	NON-COLLUSION AFFIDAVIT	20
SECTION 11.	HUB SUBCONTRACTING PLAN EXPLANATION	21
ATTACHMENT A. HUB SUBCONTRACTING PLAN		

SECTION 1
INTRODUCTION
1.1 Introduction

Texas A&M University Health Science Center, subsequently referred to as TAMUHSC, is seeking Request for Proposals to enter into an agreement to provide a Marketing and Communication Plan for the Center for Optimizing Rural Health (CORH) inside the A&M Rural and Community Health Institute (ARCHI).

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

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 Brief History and Current Organization

The Texas A&M Health Science Center provides the state with health education, outreach and research through campuses in Bryan-College Station, Dallas, Temple, Houston, Round Rock, Kingsville, Corpus Christi and McAllen. Its five colleges are the College of Dentistry, College of Medicine, College of Nursing, Irma Lerma Rangel College of Pharmacy and School of Public Health. Other units include the Institute of Biosciences and Technology, the Rural Community Health Institute and the Coastal Bend Health Education Center.

TAMUHSC is establishing the Center for Optimizing Rural Health (CORH) inside the A&M Rural and Community Institute (ARCHI) at Texas A&M University College of Medicine.

The Center will concentrate its efforts on helping hospitals and communities recognize that their primary priority is to determine how to sustain critical health care services locally.

This may not include maintaining a hospital, but rather “right-sizing” care to match the resources, demographics, geography, and availability of providers in the community.

The Center will work with hospitals and their communities to determine feasible health care options that will be supported by the community, meet community needs, and most importantly offer local, quality care.

Health care providers and communities need to adjust to ensure ability to retain access to health care in rural America.

ARCHI has fifteen years of experience working with rural hospitals to identify issues and develop unique solutions.

This experience, combined with our expertise and collaborative partners across the nation, firmly establish ARCHI as the right organization to help rural hospitals via the Center for Optimizing Rural Health.

ARCHI received a grant from Health Resources and Services Administration (HRSA) that establishes them as national technical advisors

ARCHI is working with the Robert Wood Johnson Foundation

The work being performed under this RFP will complement the work of the Center done in conjunction with a grant from HRSA.

1.3 Scope of Work

Texas A&M University Health Science Center, subsequently referred to as TAMUHSC, is seeking Request for Proposals for a Marketing and Communications Plan for the Center for Optimizing Rural Health (CORH) inside the A&M Rural and Community Health Institute (ARCHI).

The intent of the RFP is to hire a marketing firm that will accomplish the following:

- Develop logo and tagline
- Develop appropriate messages to target rural hospitals and communities
- Establish social media presence
- Create website design
- Determine best methods to disseminate message

To ensure success, the TAMUHSC wants to partner with a marketing firm that can assist us in crafting the Right message and disseminate that message to the appropriate audience. The marketing and communication plan must be comprehensive and robust.

Anticipated Timeline upon award of project:

Phase I May 2019-June 2019:

- Develop strategy/marketing plan
- Logo and tagline development – initial designs (testing)
- Establish Center Identity
- Begin message development – and message testing
- Learning management system
- Communication planning to disseminate messages

Phase II July 2019 – August 2019:

- Finalize initial message
- Finalize logo and tagline
- Website enhancement (strategy)
- Set up social media channels
- Develop and/or edit content for social media channels
- Create “sales kit” to be sent to prospective hospitals that contains infographics, key facts, success stories, etc.
- Begin implementing communication tactics – including “save the date” for next cycle (outreach)
- Kick-off for next cycle
- Deliver style guide for the Center that includes guidelines for applications of the logo

September 2019 – October 2019:

- Story development of first year successes
- Incorporate lessons learned from Year 1 cycle into Message
- Continue message dissemination
- Website enhancement - ongoing
- Social media optimization -ongoing
- Analysis of website/webinar/social media data to ensure we are reaching all markets and if not develop a plan to reach them

November 2019 - December 2019:

- Increase Center visibility to increase number of hospital applicants

Phase III January 2020 - December 2020

- Establish Center as a known resource for rural hospitals
- Story development of second year successes
- Continuous updating of “sales kit” to be sent to prospective hospitals that contains infographics, key facts, success stories, etc.

Ongoing:

- Social media content, possible digital and print ads, speaking engagements, story development, dissemination of messages.
- Website enhancement
- Social media optimization

1.4 Form of Proposal

Respondents shall format their proposals following the same numbering system used in this RFP.

Where appropriate, responses shall acknowledge/accept information provided in each section. Respondents will also provide the detailed information requested in each section. As a reminder, each proposal shall contain, as a minimum, all components as detailed in Section 3.8 Proposal Components.

1.5 Award

Any agreement resulting from this RFP will be awarded all or none and shall adhere to the Evaluation Criteria described in Section 9.

1.6 Schedule of Events

The review and approval of RFPs is a multi-step process that requires variable amounts of time.

Responders are advised that the projected “Formal Execution of Agreement” date as listed in the “Tentative Timetable” may require extension.

Tentative Timetable

Deadline for Questions	March 4, 2019 @ 2:00 p.m. CST
Posting/e-mailing Addendum and Responses to Inquires.....	March 8, 2019 @ 4:00 p.m. CST
Deadline for Receipt of Proposals	March 13, 2019 @ 2:00 p.m. CST
Evaluation of Proposals Completed.....	April 2019
Top-Ranked Responder Notified	April 2019
Negotiations with Responder(s)	April 2019
Formal Execution of Agreement (Projected).....	May 2019

REQUIREMENTS

2.1 Technical Proposal

Provide a detailed plan on how Respondent shall provide a Communications and Marketing Plan based on your understanding of the current environment and the scope of work described in Section 1.3, response shall clearly detail:

2.1.1 Vendor Requirements:

- 2.1.1.1 Provide a company overview of your business experience and how your company can successfully implement a Communications and Marketing Plan.
- 2.1.1.2 Provide an overview of your client support details
- 2.1.1.3 Provide an overview of your offered product support details
- 2.1.1.4 Provide detailed specifications and proposed schedule
- 2.1.1.5 Provide samples from previous projects

2.2 References

Respondents shall provide a list of at least three (3) references, with similar size and scope project. References shall include Institution/Company Name, Contact Person & Title, Address, Telephone & Fax Number, Email Address and summary of services provided.

TAMUHSC reserves the right to contact these references to verify the proposer's ability to perform these services. A negative reference may be grounds for the disqualification of your proposal.

**SECTION 3
GENERAL INFORMATION**

3.1 Submittal Deadline and Location

- 3.1.1** All responses must be received by Texas A&M no later than **Wednesday, March 13, 2019 @ 2:00 p.m. CST**
Responses are to be submitted to:

MAIL PROPOSAL TO:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University
Procurement Services
Purchasing & Stores Building
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances.

3.2 Submittal Instructions

- 3.2.1** Proposals including Execution of Office (Section 6) must be signed by Respondent's company official authorized to commit such proposals. Failure to sign the Execution of Offer may be basis for proposal disqualification.

- 3.2.2** **One (1) hard copy original and one (1) virus free USB flash drive** of the complete proposal response is required.

All CD copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all electronic copies.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

- 3.2.3** An unreadable electronic copy due to incorrect format may reflect negatively on your proposal. If your company is unable to provide a readable electronic copy in the requested format, then submit two (2) hard copies (one (1) original and one (1) copy)
- 3.2.4** Proposal package (box/carton) must indicate on the lower left-hand corner the submitter's company name, the proposal opening date, and RFP number.
- 3.2.5** Telephone and/or facsimile (Fax) responses to this RFP are not acceptable.

3.3 Texas A&M Contacts

All questions must be sent by email to:

Susan King
sa-king@tamu.edu

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individuals. **Deadline for questions is March 4, 2019 @ 2:00 p.m. CST.**

3.4 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a copy of the RFP. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

3.5 Electronic State Business Daily Website

It is the responsibility of interested vendors to regularly check the ESBD for any possible addenda to this project. The RFP is inclusive of all addenda issued.

<http://esbd.cpa.state.tx.us/>

3.6 Open Records

Texas A&M 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) after an agreement is awarded.

Respondents are hereby notified that Texas A&M strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

3.7 Terms and Conditions

The Terms and Conditions (ref. Section 4) shall govern any Agreement issued as a result of this solicitation RFP.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

3.8 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- ✓ Signed Execution of Offer (See Section 6)
- ✓ References (See Section 2.2)
- ✓ Technical Proposal (See Section 2)
- ✓ HUB Subcontracting Plan (Section 5) Attachment A
- ✓ Respondent's Questionnaire (See Section 7)
- ✓ Pricing (See Section 8)
- ✓ Non-Collusion Affidavit (See Section 10)
- ✓ One (1) original copy and one (1) virus free electronic copy (See Section 3.2.2)

SECTION 4
GENERAL TERMS AND CONDITIONS

4.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

Texas A&M University (Texas A&M) reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on "Best Value". Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant in the determination of the "Best Value" including, but not limited to: past experience, references, proposal, and price. Texas A&M's decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

4.2 Final Review and Approval

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

The vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Questions should be directed to the Texas A&M Purchasing official identified in Section 3.3 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of Texas A&M.

Texas A&M will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

4.3 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded an agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide chemical storeroom supply services to Texas A&M in College Station, Texas.

4.4 Time of Performance

Time is of the essence in the rendering of services. Seller agrees to perform all obligations and render services set forth per this proposal.

4.5 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with Texas A&M, Texas A&M may notify the Vendor 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 Seller fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.

4.6 Termination

4.6.1. For Convenience:

The agreement may be terminated, without penalty, by Texas A&M without cause by giving sixty (30) days written notice of such termination to the seller.

4.6.2. In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

4.7 Agreement Amendments

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the Texas A&M Purchasing Department for prior review and approval. Only the contract administrator within Strategic Sourcing & Purchasing Services or his/her designee will be authorized to sign changes or amendments.

4.8 Independent Vendor Status

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with Texas A&M. Texas A&M shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Texas A&M furnish any medical or retirement benefits or any paid vacation or sick leave.

4.9 Right to Audit

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

4.10 Sales and Use Tax

Texas A&M, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

4.11 Observance of Texas A&M Rules and Regulations

Vendor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to parking and security regulations.

4.12 Non-Disclosure

Vendor and Texas A&M acknowledge that they or their employees may, in the performance of the resultant agreement 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 organizations, whether or not directly or indirectly affiliated with Seller or Texas A&M unless required by law.

4.13 Publicity

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

4.14 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.15 Non-Waiver of Defaults

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

4.16 Governing Law

This agreement shall be construed and governed by the laws of the State of Texas.

4.17 Intellectual Property

Pursuant to the Agreement, the University will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, Texas A&M shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. The Proposer shall acknowledge Texas A&M's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to Texas A&M at the expiration or termination of the Agreement, if requested by Texas A&M.

4.18 Access to TAMU Information

Pursuant to Title 1, Chapter 202, §202.77 of the *Texas Administrative Code*, COMPANY hereby acknowledges responsibility to comply with all applicable TAMU policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TAMU.

For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the *Texas Education Code*); and medical records. Mission Critical Information is information that is defined by TAMU to be essential to the continued performance of the mission of TAMU, the unavailability of which would result in consequences to TAMU.

In the event COMPANY should obtain or be granted access to Confidential and/or Mission Critical Information of TAMU ("TAMU Information"), COMPANY will keep and protect TAMU Information confidential to no less than the same degree of care as required by TAMU policies, rules and procedures. At the expiration or early termination of this Agreement, COMPANY agrees to return all TAMU Information or agrees to provide adequate certification that the TAMU Information has been destroyed. COMPANY, its employees, agents, contractors, and subcontractors shall use the TAMU Information solely in connection with performance by COMPANY of the services provided to TAMU pursuant to this Agreement, and for no other purpose. Should COMPANY, its employees, agents, contractors, or subcontractors acquire other TAMU Information during the course of this Agreement, it shall not be used for COMPANY's own purposes or divulged to third parties. COMPANY shall comply with all terms and conditions of any TAMU non-disclosure agreement applicable to this Agreement.

Upon award, both parties shall each provide contact information for specific individuals. Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should COMPANY have a need to access TAMU Information, that request shall be directed to TAMU's designated contact. Further, COMPANY is responsible for reporting all security breaches directly to TAMU. TAMU's designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu; (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for TAMU and TAMU's Chief Information Security Officer (ciso@tamu.edu).

4.19 Ownership of Documents

Upon completion or termination of any contract agreement, all documents prepared by the RESPONDENT for the benefit of TAMU shall become the property of TAMU. At TAMU's option, such documents will be delivered to the TAMU Procurement Office. TAMU acknowledges that the documents are prepared only for the contracted services specified. Prior to completion of the contracted services, TAMU shall have a recognized proprietary interest in the work product of the RESPONDENT.

SECTION 5 CONTRACTUAL REQUIREMENTS

5.1 Texas Public Information Act

All information, documentation and other material submitted by Respondent under this proposal is subject to public disclosure under the Texas Open Records Act (Texas Government Code, Chapter 552). Respondent is hereby notified that Texas A&M strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Respondent shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

5.2 Indemnification

Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, Texas A&M, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

5.3 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by vendor for the performance of services associated with and pertinent to the resultant agreement 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.

5.4 Alternative Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Company to attempt to resolve any claim for breach of contract made by Company that cannot be resolved in the ordinary course of business. Company shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Company's claim and any counterclaim and negotiate with Company in an effort to resolve the claim.

5.5 HUB Subcontracting Plan

It is the policy of the State of Texas and Texas A&M University (Texas A&M) to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in TAMU contracting and purchasing.

Subcontracting opportunities are anticipated for this Invitation for Bid/Request for Proposal and therefore a HUB Subcontracting Plan (HSP) is required. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the Invitation for Bid/Request for Proposal and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted with the Invitation for Bid/Request for Proposal response by the date and time specified.

For information regarding the HUB Subcontracting Plan requirements, please contact Robby Bounds at 979-845-4534 or via email at rbounds@tamu.edu. Documents attached are the State of Texas HUB Subcontracting Plan form, HSP Quick Checklist, and Prime Contractor Progress Assessment Report (PAR) form. The State of Texas HSP forms can also be found at the following site: <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>.

SECTION 6

EXECUTION OF OFFER

RFP TAMUHSC 19-0013
Marketing and Communication Plan
For Center for Optimizing Rural Health

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

6.1 Proposer Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- 6.1.1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 6.1.2. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 6.1.3. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 6.1.4. Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 6.1.5. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- 6.1.6. The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, sub-Contractor, or proposer of proposer in the execution or performance of this purchase order.
- 6.1.7. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 6.1.8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

- 6.1.9. Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

6.2 Texas Family Code Section 231.006**Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.**

- 6.2.1. 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 ownership interest of at least 25 percent is not eligible to:
 - 6.2.1.1. receive payments from state funds under a contract to provide property, materials, or services: or
 - 6.2.1.2. receive a state-funded grant or loan.
- 6.2.2. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - 6.2.2.1. all arrearages have been paid; or
 - 6.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 6.2.3. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- 6.2.4. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 6.2.5. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 6.2.6. If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

EXECUTION OF OFFER

(continued)

6.3 Substitute W-9

Texas A&M University requires all companies and individuals (not employees or students) to have a Substitute W-9 form on file. This form is needed for IRS compliance.

Step 1: You can obtain the Substitute W-9 form from the Texas A&M University Financial Management Services website at:

<http://fmo.tamu.edu/media/395081/substitutew9.pdf>

Step 2: Vendor must fill out the form completely and mail the original to:

Texas A&M University
Financial Management Services
Accounts Payable
6000 TAMU
College Station, TX. 77843-6000

6.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at: <http://fmo.tamu.edu/media/395081/substitutew9.pdf>

6.5 Signature

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of proposer (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

This offer consists of pages number (1) through

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

- ☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders
- ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas

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

SECTION 7
RESPONDENT'S QUESTIONNAIRE/COMPANY EXPERIENCE

The Respondent recognizes that in selecting a supplier, Texas A&M will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

7.1 Company Profile

- a. Number of Years in Business: _____
- Type of Operation: Individual_____ Partnership_____ Corporation_____ Government_____
- Number of Employees: _____(company wide)*
Number of Employees: _____(servicing location)
- Annual Sales Volume: _____(company wide)
Annual Sales Volume: _____(servicing location)
- b. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with Texas A&M.
- c. Names of top management and key employees and each person's duties. Include the background and experience of these employees.
- d. If proposal includes subcontractors, preferably in the State of Texas, include a description of each subcontractor's corporate background and experience.

SECTION 8 PRICING WORKSHEET

8.1 Pricing

Provide detailed pricing for the following offered solutions:

- Marketing and Communications

Detail pricing for any other services offered

SECTION 9 EVALUATION CRITERIA FOR AWARD

EVALUATION CRITERIA FOR AWARD

9.1 Evaluation Information

Texas A&M University will utilize an evaluation team for the evaluation of this RFP. Texas A&M University will evaluate and make the award on the proposal that is determined to be the “Best Value” to the State based on, but not limited to the criteria listed above.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, Texas A&M alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

By submitting a proposal, Respondent acknowledges and accepts [a]the evaluation process, [b] the evaluation factors listed in the RFP Questionnaire, [c] the scope of this engagement (**Section 1**), [d] the terms and conditions of the Agreement (**Section 4**), [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by the University during this RFP process.

Should Texas A&M be unable to agree on final Agreement terms and conditions with the highest ranked proposer, a Texas A&M representative(s) will then negotiate with the second-ranked proposer or reissue the same or modified version of this RFP.

Texas A&M University reserves the right to reject any and all proposals.

9.2 Demonstration/Presentation

During evaluation, Texas A&M may request an on-site demonstration/presentation of proposer(s). The team may consider the demonstration/presentation in the evaluation criteria. The purpose of the on-site demonstration/presentations is for clarification or to amplify the materials presented in any part of your submission. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all submissions should be complete and reflect the most favorable terms available from the offer.

9.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the university’s minimum requirements in Section 2 and to provide the best value to the University. Proposal shall be evaluated by assigning points to each of the items below. The maximum number of points that can be assigned to each item being evaluated are as follows:

Evaluation Criteria	Possible Points
Prior experience in review of comparable higher education	25
Responsiveness to scope of services/technical proposal requested	35
References	20
Price and Schedule	20
TOTAL POINTS	100

**SECTION 10
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TEXAS A&M or any employee thereof, or any person, firm or corporation under contract with TEXAS A&M whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TEXAS A&M, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TEXAS A&M.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TEXAS A&M, nor any employee, or person, whose salary is payable in whole or in part by TEXAS A&M, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Respondent Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 2019.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

Attachment A – HUB Subcontracting Plan

The HUB Subcontracting Plan

Pages 1-10

All respondents are required to return a HUB Subcontracting Plan with their proposal. Failure to return a HUB Plan or if HUB Plan is not approved, your entire response will be disqualified.

Helpful Contacts:

Robby Bounds, CTPM, C.P.M., Director

rbounds@tamu.edu

979-845-4534

Patty Winkler

p-winkler@tamu.edu

979-845-4556