

DIVISION OF FINANCE
Procurement Services



REQUEST FOR PROPOSAL

RFP MAIN #20-0023
Lead Agency for Creative/Marketing Services

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Standard Time on
May 25, 2020

MAIL PROPOSAL TO:

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

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Texas A&M University
Department of Procurement Services
1477 TAMU Agronomy Road
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **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:

Patty Winkler, C.P.M.
Assistant Director
Texas A&M University
Department of Procurement Services
979-845-4556
email: p-winkler@tamu.edu

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SECTION 1

INTRODUCTION

1.1 Proposal Overview

The Division of Marketing & Communications at Texas A&M University (Texas A&M), is seeking proposals from qualified respondents to serve as the university's Lead Agency for a period of three (3) years. The Lead Agency will provide creative and marketing services in the development and implementation of a national marketing campaign aimed at achieving the university's strategic marketing objectives (Appendix B). Preference will be given to respondents who can demonstrate:

- Experience executing advertising and marketing campaigns on a national scale;
- Outstanding skills in brand strategy and creative storytelling;
- Proven success coordinating multi-channel marketing tactics;
- Successful management of institutional branding and messaging for matrix organizations.

By submitting proposals to this request, respondents certify a clear understanding of this Request for Proposal (RFP) and 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. Respondents also certify the understanding that all costs related to preparing and responding to this RFP will be the sole responsibility of the Respondent.

RESPONDENTS ARE ADVISED 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

[Texas A&M University](#) is one of the largest universities in the U.S., with Fall 2019 enrollment reaching nearly 70,000 students. What began in 1876 as the state's first institution of higher learning, has grown to become a world leader in teaching, research and service, with an international reputation for excellence in both academics and athletics. Texas A&M is one of only 17 universities in the nation to hold a land-, sea- and space-grant triple designation, and ranks third in National Science Foundation (NSF) funding, with nearly \$1 billion in annual research grants.

The university is a member of the prestigious Association of American Universities (AAU), and maintains branch campuses in Galveston, Texas, Doha, Qatar, and the Higher Education Center in McAllen, Texas. Texas A&M offers 130 undergraduate and 268 graduate degrees, and sends more students to study abroad than any other public university in the U.S., and second only to the private New York University.

The flagship campus in College Station is located within three hours from five of the nation's 20 largest cities (Houston, San Antonio, Dallas, Fort Worth and Austin) and is home to the George Bush Presidential Library and Museum and The Bush School of Government and Public Service.

The alumni—referred to as “former students” in the Texas A&M vernacular—make up the *Aggie Network* and number more than 500,000 members globally. With world-class faculty, an engaged student population, and loyal fan base, the Texas A&M University brand is built on a strong foundation.

1.3 Background and Current Environment

The Division of Marketing & Communications administered an extensive university brand audit that resulted in a “one brand” approach to Texas A&M's visual identity. Prior to this 2006 initiative, Texas A&M's identity was visually fragmented with different logos, color palettes and messaging styles applied to marketing and communications collateral from academic, research and administrative units. While efforts were made to guide and educate campus stakeholders on the value of consistent branding, it wasn't until a 2011 presidential mandate requiring all campus units to follow [university brand guidelines](#) that a consistent visual identity for Texas A&M University was achieved.

Historically, the :30-second spot offered to all universities during televised NCAA athletic competition was the extent of the university's national advertising. Since the majority of the budget was dedicated to producing the public service announcement (PSA), advertising was limited to occasional state and regional placements. The PSA would then serve as the marketing theme for subsequent creative. Examples of marketing themes created under this model over the past decade include:

- **Welcome to Aggieland** (2007), which focused on a feel-good sense of place and the friendliness of the campus
- **It's Time for Texas A&M** (2012), which coincided with the university's move to the Southeastern Conference (SEC), and included a news and monthly content strategy called "12 Impacts of the 12th Man" or "12 for 12"
- **What You Stand For** (2014), aimed at linking the university's prominent athletic traditions with academic excellence

In 2015, Texas A&M partnered with a creative agency to launch the university's first-ever comprehensive national advertising campaign. The theme ***Fearless on Every Front*** was developed to complement the ***Lead by Example*** \$4 billion support campaign that had been in progress for more than a year. The ***Fearless Front*** campaign was created from intensive discovery sessions with input from a wide array of university constituents, including deans, faculty and administrators, as well as marketing and communications professionals from across campus.

It is important to note that simultaneous to the creation and execution of the ***Fearless Front*** campaign, the university was working with a research firm on public opinion surveys aimed at a General Population and a Graduate Student Population (each included a Texas and National scope). All data and reports from these 2016 surveys will be made available to the Lead Agency selected from this RFP. Access to this material is intended to compress the discovery period. While no follow-up survey has been conducted to measure ***Fearless Front*** campaign success, this is currently under consideration.

1.4 Scope of Work

Texas A&M seeks to retain a qualified vendor to serve as the university's Lead Agency for a period of three (3) years to support the development and implementation of a national, integrated marketing campaign aimed at achieving the university's strategic marketing objectives. Texas A&M is looking for a Lead Agency to provide compelling, memorable creative that will stand out in the ubiquitous higher ed landscape, and get noticed in the crowded R&D/innovation landscape. The Lead Agency will work as a partner with in-house creative teams, and will work with existing university vendors for media buying and web development for maximizing an integrated marketing campaign.

While Texas A&M has been successful in unifying its visual identity, marketing and communications efforts across campus remain decentralized. One of the primary goals of a national marketing campaign is to unify messaging across the university. However, with colleges and departments having specific disciplines and different audiences, this poses a challenge. The Lead Agency will be charged with developing creative strategies that can unite messaging, thereby strengthening the Texas A&M brand presence.

Services will include, but are not limited to:

Development of Campaign Theme and Strategy

- use findings from previous discovery sessions and opinion surveys (discovery period time must be concentrated);
- identify target audiences, including personas, messaging platforms and media strategy for reaching audiences;
- develop institutional message and customized messaging for colleges, departments, and administrative units;
- ensure that established [university brand guidelines](#) are followed;
- write and design ads for annual media buy, including print, digital, OOH, etc. (working with existing university vendor);
- create campaign style guide for in-house guidance.

Production of :30-sec National Public Service Announcement (PSA)

- since files will be due to networks in early August, this deliverable takes priority;
- first airing of PSA can serve as campaign launch.

Creation of Campaign Landing Page

- design campaign landing page, microsite, or recommended mechanism for tracking campaign effectiveness (working with existing university vendors);
- develop plan for maintaining fresh content on site.

1.5 Schedule of Events

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

Respondents are advised that the dates listed in the "Tentative Timetable" may require extension.

Tentative Timetable

Deadline for Questions.....	May 11, 2020 5:00 p.m. CST
Posting/e-mailing Addendum and Responses to Inquiries.....	May 14, 2020, 5:00 p.m. CST
Deadline for Receipt of Proposals.....	May 25, 2020 2:00 p.m. CST
Evaluation of Proposals Completed.....	May/June, 2020
Anticipated Award.....	June/July, 2020

1.6 Service

Service is a core value of Texas A&M University and taken seriously in all matters of business. Positive customer service and a good working relationship between the Lead Agency and Texas A&M are vital. Texas A&M will evaluate respondents in areas of customer service throughout the agreement. Texas A&M will appoint a project manager for this service and provide the agency with a coordinated point of contact.

The proposal shall indicate level(s) of service structure and include information concerning company capabilities. Proposal shall also indicate point of contact for the project.

1.7 Vendor Qualifications

Respondents must demonstrate that they possess the following qualifications:

- Expertise with education accounts and various audience demographics
- Access to exceptional creative resources
- Strong and productive working relationships between agency and higher education
- Can provide the necessary services as indicated
- Have provided service of similar size and scope of this proposal within the last three years
- Provide marketing and public relations direction
 - Assure greatest potential audience is reached
 - Provide design work

1.8 Contract Terms

The intent of the Agreement is to provide services as specified beginning Date of Award and/or execution of formal agreement through August 31, 2023 with two (2) two-year renewals to the selected vendor. Renewals will be mutually agreed to in writing by both parties. All terms, conditions shall remain the same. If the renewal options are exercised, pricing to be negotiated and approved by both parties prior to the execution of the new agreement.

1.9 Commitment

Texas A&M makes no commitment to purchase any minimum or maximum quantity or dollar volume of services from the selected vendor. All utilization of this agreement will be on an as needed basis by Texas A&M. Texas A&M reserves the right to purchase like and similar services from other suppliers as necessary to meet operational requirements.

SECTION 2

REQUIREMENTS

2.1 Requirements

The selected vendor will be required to work closely with the Division of Marketing & Communications to develop strategic messaging and a comprehensive marketing and communications campaign for Texas A&M. A strong understanding and knowledge of the Texas A&M campus, students, former students, professors and the high school guidance counselors that will be providing information to prospective students is required. Such knowledge can be gained through a discovery process after an award is made, however, respondents already familiar with and knowledgeable about the university will have a distinct advantage.

2.1.1 Ability to develop and produce videos of various lengths for television, online media and other university needs. Services shall be a turnkey project that includes, but is not limited to:

- Editorial and script writing
- Music/Sound production
- Recording studio
- Dubs
- Talent session
- Agency fees

Editorial costs shall cover 4K, HD and Center cut versions of videos of various lengths. Stock footage costs shall cover up to 30 images from Getty Images. Music costs shall cover original music track and any possible sound design. Strategies/tactics shall include, but are not limited to, Division One Athletics spots during football and basketball season.

Lead Agency shall work closely with Texas A&M University's Division of Marketing & Communications to provide and receive all required reviews and approvals as requested and to coordinate any requested/required timelines with the Division of Marketing & Communications. Marketing & Communications shall provide written approval prior to production of any final version of videos.

Any and all costs associated with the services to develop, produce and provide video shall be included in your response to include talent fees beyond session, industrial and internet and broadcast fees.

2.1.2 Possible Placement of advertising on behalf of Texas A&M University in various publications.

Work may include rate negotiations, file preparation (retouching, color correction, etc.) and coordination and communications with publication staff. Size and detail of exact ad shall be coordinated with the Division of Marketing & Communications. The Lead Agency shall coordinate with the Division of Marketing & Communications and receive written approval on any/all negotiated pricing prior to ad placement. Costs shall include, but not be limited to file preparation and any fees from agency for placement of ad.

2.1.3 Online Media

Work shall include, but is not limited to:

- Creative development of any digital advertising
- Utilize online targeting where appropriate
- Timing – align to meet the university needs throughout the year
- Other creative development and media placement

2.2 Subcontracting

Subcontractors providing services under this proposal shall meet the same requirements and provide the same service and level of experience as required by the Respondent. If the Respondent uses a subcontractor for any of the work required, the following conditions apply:

- 2.2.1. The Respondent shall assume responsibility for coordination, control, and performance of all subcontractors, if applicable. The Respondent shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.
- 2.2.2. The Division of Marketing & Communications reserves the right to request removal of any subcontractor staff deemed unsatisfactory.
- 2.2.3. Respondent shall be the only contact for the Division of Marketing & Communications.

2.3 Copyright and Ownership

Division of Marketing & Communications shall review the negotiated contract with the proposer/subcontractor regarding the right to use, reproduce or distribute any or all such information and other material and this right shall be determined on a case by case basis. Any determinations to use, reproduce, or distribute any or all of such information and other materials shall be obtained in writing by both the vendor and the Division of Marketing & Communications.

2.4 Invoicing and Payment

2.4.1. Invoicing

- Invoices for orders placed as a result of this Agreement will be sent to TAMU Financial Management Operations
- Descriptions of each item must be provided on invoice
- Each invoice must reference master order number

2.4.2. Payment

- Ability to accept payment as Net 30 after receipt of invoice and/or product

2.5 Technical Proposal

Provide a detailed plan on how you propose to service the Division of Marketing & Communications based on your understanding of the current environment, and the statement of work described in Section 1.3, response shall clearly detail:

- 2.5.1. Demonstrate a minimum of ten years' experience and visibility in the marketing industry.
- 2.5.2. Assign one qualified representative as the lead contact for the University. Vendor must further assign a secondary contact for the University, comprising an Account Team. The Vendor's lead contact must be familiar with the University's local marketplace.
- 2.5.3. Provide resume of key individual(s) that would be associated/committed to the TAMU requirements.
- 2.5.4. Be available by phone during University business hours of 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, excluding University holidays.
 - 2.5.4.1. Letter of Interest – Provide a letter of interest including a statement that the firm has the resources and ability to complete the project within the proposed time period.
 - 2.5.4.2. Strategy – Provide a detailed, sub-section by sub-section, strategy for providing this need in accordance with the Proposal Overview (Section 1.1) and the Requirements (Section 2) listed within the RFP.
 - 2.5.4.3. Communication – Provide detailed information with regard to the proposed communication plan between the Division of Marketing & Communications and your company in order to assure the success of this project.

- 2.5.4.4. Performance – Provide detailed information in regard to proposed methods for managing and reporting performance including monitoring, to assure the success of projects.
- 2.5.4.5. General Overview & Philosophy – Provide a general overview of the organization and its operating structure. Include a narrative history of the firm and its background. Explain the added value or service that your organization provides that distinguishes it from all others. Explain your organization’s general philosophy with regard to providing this type of need.
- 2.5.4.6. Project Staffing – Provide detailed credentials of key individuals who will be associated/committed to the Division of Marketing & Communications requirements. Include a comprehensive organizational chart that includes everyone who will be responsible for working on these requirements and providing support.
- 2.5.4.7. Client References – Provide a case history of the most successful marketing projects in similar size and scope your firm has planned and executed over the last five years (including the name, telephone number and email address of a contact person for that client). Please include specific objectives and results. Texas A&M reserves the right to call to verify and inquire about the reliability of the vendor’s performance history. Texas A&M further reserves the right to conduct site visits to vendor’s referenced source to confirm this information. A negative reference may be grounds for disqualification.
- 2.5.4.8. Subcontractors – Identify a sample of subcontractors that might be used during this type of campaign and provide their qualifications.
- 2.5.4.9. Legal Actions – Identify any pending or completed legal actions against your company during the past five years related to services performed. Specifically, have any legal actions been brought against your company or any of the individuals who will be working with the Division of Marketing & Communications related to failure to perform contracted services, breach of contract or general mismanagement of a contract?
- 2.5.5 Proposals must include recent samples of work similar to the requirements outlined in this proposal. Specifically:
- three (3) video samples produced within the last four (4) years
 - three (3) ad campaign showing multiple tactics (print, digital, OOH, etc.), within last four (4) years
 - three (3) examples of website design, specifically campaign landing page and/or microsite

Failure to submit samples with your proposal may be grounds for the disqualification of your proposal. Upon award, if vendors wish to have their samples returned, please provide a means of returning (ex. FedEx Account, DHL, UPS, etc.) at the vendor’s expense. If a means of returning the sample is not included with your response, your sample will be discarded.

SECTION 3

STATEMENT OF QUALIFICATIONS

3.1 Statement of Qualifications Content

Statement of Qualifications shall contain the following information in the same order set forth below. Respondents must present all information, in adequate detail, necessary to demonstrate how they best satisfy the evaluation criteria for establishing the most qualified firm to provide the requested services.

Interested respondents shall present for consideration one original and one (1) copy of response document including, as a minimum, all of the following:

- 3.1.1 Statement to indicate interest and availability to provide the required services and include credentials to perform requested services.
- 3.1.2 Provide a general overview of the organization and its professional staffing. Please include information regarding any previous experience with these type Services in the public sector and in a University setting.
- 3.1.3 List and description of services provided.
- 3.1.4 List and description of any pending litigations.
- 3.1.5 References related to services as outlined in this RFP. References shall include all contact information (name, address, phone number, e-mail address, etc.)
- 3.1.6 Two (2) hard copies (one original in the two) and one (1) virus-free USB drive containing the complete response is required. The document 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, and we prefer image files to embedded in the document. Individual image files on the USB drive must be clearly named and referenced in your proposal.

Any additional information that is submitted shall be included in the bound document with the information described above.

SECTION 4

EVALUATION CRITERIA FOR AWARD

4.1 Evaluation Information

Texas A&M University will utilize an evaluation team to review this RFP and determine that Respondents are capable of performing the work and meeting the needs outlined. Texas A&M will evaluate and award the Respondent that is determined to be the best value to the State based on the criteria listed below.

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.

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

4.2 Demonstration/Presentation

The Division of Marketing & Communications may request a demonstration/presentation of Respondent(s). During evaluation the evaluation team may require an on-site or video conference demonstration to this proposal. The team may consider the demonstration/presentation in the evaluation criteria.

4.3 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
Costs	25
Technical Proposal; overall creativity, storytelling ability, value-added services	20
Samples	30
Demonstrated evidence of respondent's experience in providing services on other projects of similar size and scope	20
References	5
TOTAL POINTS	100

SECTION 5

PRICING

5.1.1 Pricing

PREFERRED PROPOSAL PRICING SUMMARY

The Division of Marketing & Communications requires pricing for all deliverables and services to be paid. *Please provide a range of hourly rates that might be included in this type of project and any applicable fees. Be as specific as possible regarding the types of all compensation required to successfully achieve the proposal objectives. These may include but are not limited to Account Services, Creative Development, Design Services, Web Development, Media Buying, Implementation, etc.*

The Respondent must specify the length of time they agree to keep the price valid.

NOTE: Reimbursable expenses will be in accordance with Texas A&M University Travel Policies, Regulations and Rules.

*Vendors may add additional break down of services

SECTION 6

GENERAL INFORMATION

6.1 Submittal Deadline and Location

6.1.1 All proposals must be received by Texas A&M no later than **2:00 p.m. CST on May 25, 2020**

Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances. Texas A&M shall not be responsible for failure of electronic equipment or operator error.

6.2 Submittal Instructions

6.2.1 Proposals including Execution of Offer (Section 9) 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. Digital signatures are acceptable.

6.2.2 **Complete proposals may be submitted in the following two options:**

Option 1 One (1) Electronic Copy submitted via email to tamuaggiebid@tamu.edu with the subject line "RFP Main 20-0023; Lead Agency for Creative/Marketing Services - paw".

Option 2 One (1) Electronic Copy submitted via our electronic bid system, AggieBid at the following link - <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU>. NOTE: Respondents that submit their RFP response via AggieBid must be a registered vendor. If you need assistance with vendor registration, please reach out to vendorhelp@tamu.edu.

All electronic 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: Digital signatures are acceptable.

6.2.2 An unreadable electronic copy due to incorrect format may reflect negatively on your proposal.

6.2.3 Facsimile (Fax) responses to this RFP are not acceptable.

6.3 Deadline for Questions

The deadline for questions is **Monday, May 11, 2020 by 5:00 p.m. CST**. Questions shall be submitted via e-mail to Patty Winkler at p-winkler@tamu.edu. Responses will be made available to all interested vendors, and will be answered by Thursday, **May 14, 2020 by 5:00 p.m. CST**.

6.4 Texas A&M Contacts

All questions must be sent to:

Patty Winkler, C.P.M.
Assistant Director
p-winkler@tamu.edu

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above-named individuals.

6.5 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:

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.

Seller 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.

6.6 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 mailed or e-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 replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

6.7 Electronic State Business Daily Website

It is the responsibility of interested vendors to regularly check the ESBDD for any possible addenda to this project. The RFP is inclusive of all addenda issued. <http://www.txsmartbuy.com/sp>

6.8 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.

6.9 Terms and Conditions

The Terms and Conditions (Ref. Section 7) 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.

6.10 Proposal Components

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

- ✓ Signed Execution of Offer (see Section 9)
- ✓ Non-Collusion Affidavit (see Section 10)
- ✓ Client References (see Section 2.5.4.7)
- ✓ Technical Proposal (see Section 2.5)
- ✓ Respondent's Questionnaire (see Section 11)
- ✓ Pricing (see Section 5)
- ✓ HUB Participation Plan (Section 8.1)
- ✓ Insurance Certificate (Section 8.2)

SECTION 7

GENERAL TERMS AND CONDITIONS

7.1 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.

In accordance with Texas Education Code 51.9335, Texas A&M University shall make the award based on, but not limited to, the following best value criteria: The purchase price; The reputation of the vendor and of the vendor's goods or services; The quality of the vendor's goods or services; The extent to which the goods or services meet the institution's needs; The vendor's past relationship with the institution; The impact on the ability of the institution 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 the institution of acquiring the vendor's goods or services; Any other relevant factor that a private business entity would consider in selecting a vendor; and The use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified. 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.

7.2 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 University Department of Procurement Services official identified in Section 6.4 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.

7.3 Time of Performance

Seller agrees to perform all obligations and render services set forth per this proposal.

7.3 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 affect 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.

7.4 Termination

7.4.1 For Convenience: The agreement may be terminated, without penalty, by Texas A&M without cause by giving ninety (90) days written notice of such termination to the seller.

7.4.1.1 Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.

7.4.1.2 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.

7.5 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 University Department of Procurement Services for prior review and approval. Only the contract administrator within Procurement & Purchasing Services or his/her designee will be authorized to sign changes or amendments.

In the event responder requires an agreement, or order form to be signed the agreement or order form must be returned with this proposal for review prior to any subsequent award. Texas A&M University reserves the right to refuse consideration of an agreement and may hold proposer to any agreement entered into as a result of a purchase order being issued off of this proposal.

7.6 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.

7.7 Right to Audit

At any time during the term of this agreement and for a period of two (2) 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 Governing Law

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

7.15 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.

7.16 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.

7.17 Texas Public Information Act

Respondent acknowledges that Texas A&M University is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Respondent's written request, respondent will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Texas A&M University. Respondent acknowledges that Texas A&M University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Respondent agrees that this Agreement can be terminated if Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

7.18 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 Respondent 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.

7.19 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.

7.20 Prohibition Involving Human Trafficking

A state agency may not accept a proposal or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the proposal or award, has been convicted of any offense related to the direct support or promotion of human trafficking. A proposal award subject to the requirements of this section must include the following statement: "Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

7.21 Not Eligible for Rehire

Respondent is responsible to ensure that employees participating in work for Texas A&M University have not been designated by The Texas A&M University System ("TAMUS") as Not Eligible for Rehire as defined in TAMUS Policy 33.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement or any resultant agreement.

7.22 Boycotting Israel

To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Respondent acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

7.23 Business with Certain Countries and Organizations

Pursuant to Subchapter F, Chapter 2252, Texas Government Code Respondent certifies it is not engaged in business with Sudan, Iran or a foreign terrorist organization. Respondent acknowledges its purchase order and/or contract with TAMU may be terminated and payment withheld if this certification is inaccurate

SECTION 8

CONTRACTUAL REQUIREMENTS

8.1 HUB Participation Plan

It is the policy of the State of Texas and TAMU to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in our prime contracts. The goal of the HUB Program is to promote equal access and equal opportunity in TAMU contracting and purchasing.

Subcontracting opportunities are defined as those opportunities contracted with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Respondents are required to submit a HUB Participation Plan describing in detail how they will commit to a “Good Faith Effort” to attract and use State of Texas certified HUB vendors.

A HUB Participation Plan is required to be submitted by each respondent. Failure to submit a comprehensive, acceptable HUB Participation Plan will be considered a material failure to comply with the requirements of RFP Main 15-0010 and will result in rejection of the response.

Respondents shall address the following eight (8) items while developing your HUB Participation Plan.

1. Identify and list each subcontracting opportunity.
2. State in your HUB Participation Plan that the “Good Faith Effort” solicitation of HUB vendors is for each subcontracting opportunity.
3. Provide a solicitation letter that will be sent to HUB vendors for each of the subcontracting opportunities.
4. State in your HUB Participation Plan that the “Good Faith Effort” written solicitation to minority or women trade organizations or development centers is for each subcontracting opportunity.
5. Provide a solicitation letter that will be sent to minority or women trade organizations or development centers for each of the subcontracting opportunities.
6. Provide contact information regarding the minority / women trade organizations or development centers that you intend to work with for solicitations.
7. Provide documentation that describes how you intend to locate the HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in minority or trade organization newsletters or newspapers? Etc.
8. Submit the HUB Participation Plan with your proposal response separately in a sealed envelope and labeled “HUB Participation Plan.” The respondent shall include the proposal number and respondent’s name on the envelope. The HUB Participation Plan is due at the same time respondent submits the proposal.

Keep in mind your HUB Participation Plan is a very detailed plan outlining your methodology of HUB Participation – a blue print that accurately represents your company’s strategy for evaluation of intent.

The awarded firm(s) will be required to complete a HUB Subcontracting Plan (HSP). After the firm(s) have been selected for award, a meeting will be scheduled to go over the HSP documentation and instructions. The State of Texas HUB Subcontracting Plan and instructions can be found at:

http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanForm_AllDocs.pdf

Respondents may obtain a list of State of Texas certified HUB vendors that may be capable of performing subcontracting opportunities from the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List (CMBL) at the website:

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

Please contact Cindy Gillar, HUB Coordinator at c-gillar@tamu.edu or 979-845-9010 for assistance with completion of requirements as stated.

8.2 Insurance Requirements

- The successful vendor will be required per the indicated requirements (Appendix A) to provide proof of insurance prior to beginning any work on the campus of Texas A&M University. The vendor will be held strictly liable for any damages to Texas A&M University property occurring during any installation.

- Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M University. Insurance coverage shall provide for a thirty-day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the vendor shall provide and maintain, until the work included in this RFP is completed and accepted by Texas A&M University.
- Certificates of Insurance must be delivered or mailed to:

Texas A&M University
Department of Procurement Services
Attn: Patty Winkler, C.P.M.
P.O. Box 30013
College Station, TX 77842-3013.

8.3 Bonds

No Bonds will be required for this project

8.4 Parking

Parking shall be the responsibility of the selected vendor. In the event the Selected Vendor shall be on the TAMU Campus, the Vendor will be responsible for contacting the TAMU Transportation Services at (979) 862-7275 to arrange for a campus parking permit.

8.5 Payment

8.5.1 Billing Address

Invoices and/or payment for services performed under this Agreement shall be submitted to:

Texas A&M University
Financial Management Operations
ATTN: Accounts Payable
750 Agronomy Road - Suite 3101
6000 TAMU
College Station, TX 77843-6000
United States

8.5.2 Withheld Payments

Texas A&M may withhold any moneys claimed to be due by the **Vendor** until the terms of the Agreement have been fulfilled and the work of the **Vendor** has been accepted.

8.5.3 Billing Resolutions

In the case of a problem on a disputed invoice or charge, the vendor will provide necessary information, i.e. duplicate invoice, shipping information and proof of delivery at no extra charge to Texas A&M University within five (5) business days of request.

All credit memos will reflect the purchase order number and the original invoice number in which charge was initiated.

8.5.4 Invoicing

Each invoice to reference purchase order number and shall include the level agreed upon in the payment schedule.

8.5.5 Payment

- Payment schedule to be agreed upon prior to formal execution of agreement.
- Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later, and according to the agreed upon schedule. Texas A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
- Ability to accept payment through a centrally billed location
- Ability to accept payment via Automated Clearing House (ACH)

SECTION 9
EXECUTION OF OFFER

RFP MAIN #20-0021; Service Desk Software Solution

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.

9.1 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:

- 9.1.1 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.
- 9.1.2 The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 9.1.3 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.
- 9.1.4 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.
- 9.1.5 The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- 9.1.6 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.
- 9.1.7 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.
- 9.1.8 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: _____

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

9.2 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.

- 9.2.1 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:
 - 9.2.1.1 receive payments from state funds under a contract to provide property, materials, or services: or
 - 9.2.1.2 receive a state-funded grant or loan.
- 9.2.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - 9.2.2.1 all arrearages have been paid; or
 - 9.2.2.2 the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 9.2.3 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.
- 9.2.4 "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."
- 9.2.5 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.
- 9.2.6 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)

9.3 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: <https://fmo.tamu.edu/media/395081/substitute-w9-2019.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

9.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at: <https://fmo.tamu.edu/media/395081/substitute-w9-2019.pdf>

9.5 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 TAC Title 34, Part 1, Chapter 20, Subchapter C Rule 20.38 (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 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 _____, 2020.

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

_____. My commission expires: _____

SECTION 10 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.

NOTE: Due to events surrounding COVID19, the notary requirement has been removed. Respondent is still required to sign, date and return this form.

SECTION 11**RESPONDENT'S QUESTIONNAIRE**

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.

11.1 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. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by Texas A&M
- c. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by Texas A&M.
- d. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- e. 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.
- f. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, specify date(s), details, circumstances, and prospects for resolution.

Appendix A – Insurance Requirements
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[Vendor] shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to [Vendor] under this Agreement. [Vendor] shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. [Vendor] is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation.

Insurance:

Coverage	Limit
A. Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M University. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures [Vendor's] or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University as additional insured's.

D. [Vendor] will deliver to Texas A&M University:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by [Vendor] under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insured up to the actual liability limits of the policies maintained by [Vendor]. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by [Vendor] under this Agreement. [Vendor] is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M University contact:

Name:

Address:

Facsimile Number:

Email Address:

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.

Appendix B – HUB Participation Plan

The HUB Participating Plan

See Section 8.1

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

Helpful Contacts:

Cindy Gillar, HUB Coordinator

c-gillar@tamu.edu

979-845-9010