REQUEST FOR PROPOSAL

Digital Marketing Strategy and Deployment Campaign
RFP GALV #18-0008

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. CST on November 20, 2017

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

Texas A&M University  Texas A&M University
Procurement Services  Procurement Services
P. O. Box 30013  Purchasing & Stores Building
College Station, TX 77842-3013  Agronomy Road

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:

Patty Winkler, C.P.M.
Assistant Director
Texas A&M University
Procurement Services
e-mail: p-winkler@tamu.edu
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SECTION 1
INTRODUCTION

1.1 Introduction

Texas A&M University at Galveston (TAMUG) is accepting proposals and intends to enter into an agreement with a qualified vendor to provide a digital marketing strategy and deployment recommendation to increase inquiries and application conversions for TAMUG’s undergraduate program as set forth within this RFP.

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

Texas A&M Galveston is a special-purpose institution of higher education for undergraduate and graduate instruction in marine and maritime studies in science, engineering and business and for research and public service related to the general field of marine resources. The institution is under the management and control of the Board of Regents of The Texas A&M University System, with degrees offered under the name and authority of Texas A&M University at College Station.

TAMUG offers ocean-oriented, four-year courses with excellence in business, oceanographic and physical sciences, biological sciences, engineering and transportation and liberal arts. Degrees are awarded from Texas A&M University. Computer science and technical writing courses are taught across curricula, regardless of a student’s major field. In every course each semester, formally administered questionnaires invite students to appraise the effectiveness of teaching. Several unique courses have been developed in response to the University’s marine orientation. For instance, "Literature of the Sea" looks at the sea through the works of great authors. "Introduction to Marine Sciences" introduces students to a number of disciplines through lectures, seminars and industrial contacts. The cruise geography course emphasizes the port areas being visited.

The Texas A&M Maritime Academy provides an opportunity for students to learn how to operate and maintain an ocean-going vessel. In addition to classroom and field training during the regular school year, students sail aboard the Texas A&M training ship during three summer cruises to gain practical experience in seamanship, navigation, and operations. Cruises may include Northern Europe, the Caribbean, the Mediterranean and the United States. At the conclusion of the program, Midshipmen are tested to become licensed as officers in the U.S. Merchant Marine and may seek employment in the exciting field of marine transportation as a licensed Third Mate or Third Assistant Engineer. The NROTC Program offers men and women an opportunity to qualify for a commission in the Navy while attending TAMUG. Any student may join the NROTC Program either as a National Scholarship winner or as a non-subsidized college program student.

1.3 Scope of Work

Texas A&M University at Galveston (TAMUG) is accepting proposals and intends to enter into an agreement with a qualified vendor to provide a digital marketing strategy and deployment recommendation to increase inquiries and application conversions for TAMUG’s undergraduate programs.

- Develop a comprehensive lead generation campaign within TAMUG’s primary and secondary target geographic with the goal of driving leads as defined through key performance indicators to positively impact applications for Fall 2018.
- The primary audience for the campaign will be high school seniors, their parents and influencers and community college transfers. Secondary target audiences will be high school sophomores and juniors. Campaign must have an immediate impact on those high school seniors currently in the college application process.
- We anticipate a strategy that considers, but is not limited to:
  - Targeted online display
  - Search engine marketing
  - Social media marketing
  - Remarketing/retargeting
- Campaign must include media plan development, implementation and stewardship plus all creative assets required to support the campaign.
- If it is determined by the agency that a dedicated landing page or micro-site is required to optimize the campaign, your offered solution shall include all costs for development, programming and implementation.
It is TAMUG’s expectation that a monthly performance report shall be supplied and reviewed. Report shall identify benchmarks, key performance indicators and include on-going campaign recommendations. Ongoing optimization shall be included as part of this solution.

1.4 Term of Agreement

Once executed by the parties, this agreement will be in effect for a period of one (1) year, with the option to renew for an additional (4) years, one (1) year at a time if mutually agreed upon by both parties. All terms and conditions shall remain the same. If the renewal options are exercised, pricing shall be negotiated and agreed to by both parties.

1.5 Award

Any agreement resulting from this RFP will be awarded all or none. No multiple awards will be made.

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**: November 13, 2017 @ 5:00 p.m. CST
- **Posting/e-mailing Addendum and Responses to Inquires**: November 15, 2017 @ 5:00 p.m. CST
- **Deadline for Receipt of Proposals**: November 20, 2017 @ 2:00 p.m. CST
- **Evaluation of Proposals Completed**: November, 2017
- **Formal Execution of Agreement (Projected)**: December, 2017
SECTION 2
REQUIREMENTS

2.1 Technical Proposal

Provide a detailed plan on how you propose to provide a digital marketing strategy and deployment campaign recommendation 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 and Project Requirements:

2.1.1.1 Provide a general overview of the organization and its professional staffing including a proven history of higher education enrollment marketing and agency of record experience – preferably experience with maritime-based higher education institutions. Overview shall detail how your firm will successfully implement campaign.

2.1.1.2 Provide details in firms experience in enrollment marketing campaigns for traditional undergraduates, transfer, degree-completion and graduate students.

2.1.1.3 The successful respondent shall have the ability to research, develop and implement all elements of the campaign in-house, without relying upon subcontractors.

2.1.1.4 Provide a detailed implementation plan including an aggressive timeline to impact applications for Fall 2018.

2.1.1.5 Provide copies of resumes of staff members that would be assigned to work on this campaign.

2.2 References

Respondents shall provide a list of at least three (3) references of successful development and implementations of lead generation campaigns for higher education institutions within the state of Texas within the last four (4) years. References shall include Institution Name, Contact Person, Address, Telephone & Fax Number and Email Address. Texas A&M University 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 **Monday, November 20, 2017 @ 2:00 p.m. CST**

3.1.2 Responses are to be submitted to:

**U. S. POSTAL SERVICE:**
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  
Agronomy Road  
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 Offer (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 originals and one (1) virus free CD ROM or USB Drive** of the complete proposal response is required.

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:** The original signature on ONE (1) hard copy will serve as the official signature of record for all CD 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 an electronic copy in the requested format, then submit two (2) hard copies (1 original and one (1) hard 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:

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. **Deadline for questions is Monday, November 13, 2017 @ 5:00 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)
- Certificate of Insurance (See Section 2)
- Respondent's Questionnaire (See Section 7)
- One (1) original copies and one (1) virus free CD ROM or USB Drive 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 products/services as requested to Texas A&M in College Station, Texas.
4.4 Time of Performance

Time 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 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.

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.
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 Insurance Requirements

5.2.1. The successful vendor will be required per the indicated requirements (Attachment E) 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.

5.2.2. 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 provision. 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 Request for Proposal is completed an accepted by Texas A&M University.

5.2.3. Certificates of Insurance must be delivered or mailed to:
Texas A&M University
Procurement Services
Attn: Patty Winkler, C.P.M.
P.O. Box 30013
College Station, TX 77842-3013.

5.3 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.

5.4 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.

5.7 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.

5.8 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 MAIN 18-0008; Digital Marketing Strategy and Deployment Campaign

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 Proponent 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 proponent may be removed from all proposal lists. By signature hereon affixed, the proponent hereby certifies that:

6.1.1. The proponent 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 proponent 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 proponent 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 proponent nor the firm, corporation, partnership or institution represented by the proponent, 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 proponent has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.

6.1.6. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payments under Subsection (a) the contract may be terminated and payment may be withheld if this certification is inaccurate.

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, if 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.

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:
https://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: https://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 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 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. 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.
SECTION 8
PRICING

8.1 Pricing

Respondent shall provide a detailed pricing structure for solution for requested campaign.

Is a dedicated landing page or micro-site required for your solution, if yes detailed all costs for development, programming and implementation. Include the number of minimum number of hours for completion.
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:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Proposal</td>
<td>30</td>
</tr>
<tr>
<td>Vendor Experience, Maritime-based</td>
<td>15</td>
</tr>
<tr>
<td>Implementation Plan to meet Fall 2018 applications</td>
<td>25</td>
</tr>
<tr>
<td>Pricing</td>
<td>20</td>
</tr>
<tr>
<td>References</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100</td>
</tr>
</tbody>
</table>
Appendix A – Insurance Requirements

[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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Worker’s Compensation</td>
<td></td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
</tbody>
</table>

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.