REQUEST FOR PROPOSAL

Website TAMU Press

RFP MAIN 17-0043

PROPOSAL MUST BE RECEIVED BEFORE: June 20, 2017 by 2pm CST

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

HAND DELIVER AND/OR EXPRESS MAIL TO:
Texas A&M University
Procurement Services
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

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

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

REFER INQUIRIES TO:
Wes Wolfe
Buyer
Procurement Services
Texas A&M University
979-845-2014
Email: swolfe3@tamu.edu
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INTRODUCTION

1.1 Introduction

Texas A&M University Press is seeking Request for Proposals for development of a website per the following terms, conditions, and specifications.

The vendor pool will consist of web developers who meet the qualifications of this RFP as set by Texas A&M University Press.

The resulting pricing, terms and conditions shall be extended to Texas A&M University (Texas A&M) and the Texas A&M University System Members (A&M System) and any other public entities interested in utilizing the agreement.

In addition to the extension of the pricing to Texas A&M, proposers are requested to extend the pricing, and all terms and conditions offered in their proposal to all other Texas A&M University System components, all other state agencies listed as institutions of higher education as defined by Section 61.003, Education Code, Government Code Section 2155.134, as well as other State of Texas “Certified”, public educational entities (e.g. – Community Colleges, K-12 schools and school districts, etc.); In the event an award is made, the individual agencies may or may not elect to use the agreement.

NOTE: It is the responsibility of Respondents to download this RFP from the Electronic State Business Daily web site ([http://eshd.cpa.state.tx.us](http://eshd.cpa.state.tx.us)) and to check the website for any addenda for this 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 response. We suggest you check the website daily.

The University expects to enter into an agreement with the successful Respondent for a one year term with 5 annual renewals for a maximum term of six (6) years.

The University retains the right to purchase equipment, supplies, and other services from other sources if not provided for in this agreement.

1.2 Brief History and Current Organization

Established in 1876, Texas A&M has since grown to become a world leader in teaching, research, and service, with an international reputation for excellence in both academics and athletics. With an enrollment of more than 60,000 students, Texas A&M is among the largest U.S. universities. Located in the heart of Texas, just hours from five of the nation’s 20 largest cities (Houston, San Antonio, Dallas, Fort Worth and Austin) and home to the George Bush Presidential Library and Museum, Texas A&M is a popular and convenient destination for visitors from throughout the state and around the country. Additionally, the “Aggie Spirit” and its many proud traditions, from the friendly “Howdy” that serves as the official campus greeting, to the majesty of the Fightin’ Texas Aggie Band and the solemnity of Silver Taps and Aggie Muster, make Texas A&M a unique academic and cultural experience. From world-class research to a broad range of academic and extracurricular programs, Texas A&M offers myriad opportunities for intellectual and personal development in an environment that fosters achievement at the highest level.

Texas A&M University Press

Founded in 1974, Texas A&M University Press is the principal publishing arm of one of this nation’s leading research institutions. The Press’s primary mission is to select, produce, market, and disseminate scholarly publications of outstanding quality and originality and thereby help the University achieve its paramount purposes of teaching, research, public service, and dissemination of the results of scholarly inquiry. In conjunction with the long-term development of its editorial program, the Press draws on and supports the intellectual activities of the University and reflects the standards and stature of scholarship that are fostered by this institution.

The Press falls under the administrative aegis of the Provost, the chief academic officer of the University, and is an integral part of its parent institution. The Press imprint is controlled by an Advisory Committee composed of senior members of the University's faculty, who are chosen for their own scholarly acumen and publishing experience. Tamupress.com, of which the current incarnation of went live in 2008, is an online bookstore/ecommerce website for TAMU Press and the Texas Book Consortium. The website also performs a host of other functions from author relations, marketing, manuscript acquisition
purposes, to branding and other goodwill.

1.3 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.
- **Respondent** shall mean the individual, partnership, corporation, company, or other entity responding to this RFP, or entered into an Agreement with as a result of this RFP.
- **Agreement** shall mean an agreement/contract, documented by written instrument, between Texas A&M and the successful Respondent to provide the scope of work to Texas A&M.

1.4 Schedule of Events
The review and approval of RFPs is a multi-step process which requires variable amounts of time. Responders are advised that the projected dates listed below may be modified in writing by and at the sole discretion of Texas A&M Procurement Services.

**Tentative Timetable**
- Release of RFP: May 16, 2017
- Deadline for Questions: May 30, 2017
- Addendum and Responses to Questions: June 5, 2017 by the Close of Business
- **Deadline for Receipt of Proposals**: June 20, 2017 by 2pm CST
- Preparations: TBD
- Notification to selected companies for Tier 1 and Tier 2: TBD
- Formal Execution of Agreement: TBD

1.5 Respondent Responsibility
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.

1.6 Renewal
This contract may be renewed, for five (5) additional years, one (1) year at a time, at the discretion of Texas A&M University. All terms and conditions shall remain the same as original Master Order.
SECTION 2
PROPOSAL RESPONSE

RESPONDENTS ARE CAUTIONED TO READ ALL THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.1 List of Services

For the sake of this RFP, web development may include all parts of web projects.

- Website development/coding
  - HTML
  - Cascading Style sheets (CSS)
  - JavaScript
  - WordPress
- Application coding
  - PHP
  - .NET
  - WordPress
- Website Design (graphical interface, intuitive navigation)
- Ecommerce (shopping cart and payment gateway implementation)
- Future adaptability should include integration with order fulfillment system
- Project Management
- Ongoing support and Maintenance

While this listing is our preferred technologies, we are open to discussing other available options.

2.2 Vendor Submission

- Vendors shall submit a package outlining their expertise in areas outlined in the List of Services. Each vendor need not support all of the listed services, but should address those which they can support.
  - Website design should include expertise in responsive design
  - HTML should include expertise in HTML5

- Vendors shall submit a portfolio of their work highlighting their expertise and understanding of higher education’s needs. Portfolios should include:
  - The URL of 3-5 web projects
  - A brief description of each project, including the problem being solved and how the vendor solved it.
  - A point of contact for each site (see references, below)
  - Vendor will submit a brief description of their web development methodology
  - Vendors will submit a state of adherence to web accessibility
  - Vendors shall submit a rate sheet detailing their pricing structure (See Rates, below)

2.3 Rates

While many IT projects are billed by the project rather than by the hour, assessment of RFP requires a way of measuring each vendor based on like criteria. Vendors should therefore submit a maximum per-hour rate upon which the price of larger projects will be prices.

Any work that is unsatisfactory in quality will be returned for correction at no cost to the contracting department.

2.4 Ownership of Work

Unless otherwise agreed, ownership of web design and development code will belong to Texas A&M University. Texas A&M University reserves the right to use the design and code in projects beyond the originally contracted project.
Vendor retains copyrights for self-promotion, but not for resale.

Vendor shall not sell or distribute code or design elements without the permission of Texas A&M University.

Vendor shall retain all archive copy of all material submitted to Texas A&M University.

If project deliverables include code that the contracted vendor did not produce themselves, the vendor is responsible for disclosing all such instances and guaranteeing that the code is either fully licensed or legally able to be distributed.

2.5 Web Accessibility

Texas A&M University is committed to ensuring that its websites, applications and associated electronic and information resources are accessible to everyone, including those with disabilities. Texas A&M adheres to WCAG 2.0 Level AA web accessibility requirements. A summary can be found at http://itaccessibility.tamu.edu within the Requirements tab.

All electronic and information resources and all associated information, documentation, and support procured through this RFP (collectively referred to as “EIR”) must fully conform with Section 508 of the Rehabilitation Act of 1973, as amended in 1998 (viewable at http://www.section508.gov) as well as applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code).

The following Section 508 technical standards are applicable to this RFP, as a minimum:

- 1194.21 Software Applications and Operating Systems
- 1194.22 Web-based Intranet and Internet Information and Applications
- 1194.24 Video and Multimedia Products
- 1194.41 Information, Documentation, and Support

Applicants must state their level of compliance to applicable sections to be considered for purchase under this RFP. See http://section508.gov/content/quick-reference-guide for details about the aforementioned criteria.

2.6 Company Experience

2.6.1. Provide a listing of at least three (3) references which your company has had a relevant contractual relationship with at any time in the past five (5) years, to include:

2.6.2. Name of the college, university or other entity

2.6.3. Contact person from that organization in charge of the contract agreement. Include name, title, telephone number and e-mail address of this person.

2.6.4. Explain in general terms what was provided

2.6.5. If your company has experience at Texas A&M University providing website development services, provide a summary of the experience.

2.7 Company Background

2.7.1. Provide the number of years your company has been in business, Type of business structure (sole proprietorship, partnership, corporation, or other), number of employees within the company and annual sales volume company wide.

2.7.2. 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), circumstances, and prospects for resolution.

2.7.3. Will you provide a copy of your company’s audited financial statements for the past two (2) years, if requested by Texas A&M?

2.7.4. Provide a financial rating of your company and any supporting documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company.
2.7.5. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

2.7.6. Provide details of any open, current, or pending litigation or claims filed against your company and indicate how this may impact your company’s performance under an agreement with Texas A&M.

2.8 Evaluation Criteria for Award

Evaluation Information

2.8.1. 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 below.

2.8.2. All proposals must be complete and convey all of the information requested to be considered responsive.

2.8.3. By submitting a proposal, Respondent acknowledges and accepts, [a] the evaluation process, [b] the evaluation criteria, [c] the terms and conditions within this RFP, [d] 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.

2.8.4. 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.

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

2.8.6. Evaluation Criteria and Weights

Texas A&M University must be confident that the university’s needs can be met. Texas A&M University will evaluate and make the award to the RFP’s that are determined to be the best value to the state based on the criteria listed.

Texas A&M University reserves the right to accept or reject any and or all bids, to waive informalities and technicalities, and to accept the bids that are considered to be the best value to Texas A&M University. The decision of Texas A&M University is final.

The evaluation will include the overall response to the RFP and will consist of, but is not limited to:

- Expertise and qualifications
- Portfolio of Past Work
- Past vendor performance
- Pricing
- Ability to deliver
- References
- Any other factor that Texas A&M University Press deems relevant

The following evaluation matrix will be utilized for this RFP. Additional points may be given to Respondents based on presentations (if applicable) or a ranking may be utilized to determine the final selection after all presentations. All contents and aspects of the presentations may be used in the evaluation process as Texas A&M deems necessary.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Criteria Definition</th>
<th>Percent of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expertise &amp; Qualifications</td>
<td>The vendor’s technical ability to successfully provide the requested services at Texas A&amp;M University.</td>
<td>30%</td>
</tr>
<tr>
<td>Portfolio of Past Work</td>
<td>Annotated list of 3 – 4 web projects demonstrating the vendor’s past work on University Press online bookstores/websites and understanding of web development in higher education. Weight given to vendors who have worked with Firebrand Title</td>
<td>20%</td>
</tr>
</tbody>
</table>
Management databases before.

<table>
<thead>
<tr>
<th>Pricing</th>
<th>Rate sheet detailing their pricing structure.</th>
<th>15%</th>
</tr>
</thead>
<tbody>
<tr>
<td>References</td>
<td>At least 3 references from past projects who can describe the vendor’s work and their working relationship with the vendor.</td>
<td>15%</td>
</tr>
<tr>
<td>In person or video presentation (if needed)</td>
<td>Select vendors may be invited to provide a presentation, where the evaluation team can ask more in depth questions about the vendor’s qualifications, development practices, past projects, etc.</td>
<td>20%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

### 2.8.7. Award

Texas A&M reserves the right to accept or reject any, part or all proposals, to waive informalities and technicalities, to accept the proposal considered most advantageous, or to make the award to the most responsive Respondent as determined by the process described above.
SECTION 3
GENERAL INFORMATION

3.1 Submittal Deadline and Location

All responses must be received by Texas A&M no later than **June 20, 2017 by 2pm CST**.

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/FED EX/UPS 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 Proposal Components

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

- Signed Execution of Offer (see Section 6)
- Signed Non-Collusion Affidavit (Section 7).

*The Execution of Offer and Non-Collusion Affidavit must be signed by Respondent’s company official authorized to commit such responses. Failure to sign these documents may be basis for response disqualification.*

- Vendor Submission (Section 2.2)
- Company Experience (Section 2.6)
- Rates (Section 2.3)
- One (1) original, one (1) copy and seven (2) virus free Thumb Drives (or USB drive) copies of the complete RFP response as specified above.

Respondent shall provide one (1) original, one (1) copy and seven (2) virus free Thumb Drives (or USB drive) copies of the complete RFP response as specified above.

All 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. 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.

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

Response package (box/carton) must indicate on the lower left-hand corner the Respondent’s company name, the proposal opening date, and RFP number. 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:

**Wes Wolfe**
Email: sswolfe3@tamu.edu

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual. The deadline for questions is May 30, 2017 by the Close of Business by the close of the business day. Questions should be submitted via e-mail to Wes Wolfe at sswolfe3@tamu.edu. Responses will be posted to the ESBD (Electronic State Business Daily) to all interested vendors, and will be answered by the close of the business day on June 5, 2017 by the Close of Business.
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

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

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

3.6 Confidentiality

In accordance with the Texas Public Information Act, proposals could be subject to public review after the agreements have been fully executed. Respondents responding to this RFP are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, and Texas A&M accepts, in writing, the information as proprietary.

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 Vendor Setup Forms

Substitute W-9

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


Step 2: Respondent 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

Direct Deposit

All Respondents are encouraged to sign up for direct deposit. The direct deposit form is located at:
http://fmo.tamu.edu/media/65324/74-176.pdf

3.8 Terms and Conditions

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

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 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 the evaluation criteria. Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant. 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.

Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal.

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

The Respondent 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).

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

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.

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

4.2 Default

In the event that the Respondent 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 Respondent 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 Respondent fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Respondent 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.

4.3 Termination

- For Convenience: The agreement may be terminated, without penalty, by Texas A&M without cause by giving sixty (60) days written notice of such termination to the Respondent.

- For Cause: Texas A&M may terminate the agreement for cause based upon the failure of the Respondent to comply with the terms and or conditions of the agreement; provided that Texas A&M shall give the Respondent written notice specifying their failures. If within fifteen (15) days after receipt of such notice the Respondent shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then Texas A&M may, at its option, place the Respondent in default and the agreement shall terminate on the date specified in such notice.

- 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 Respondent for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M’s sole obligation hereunder is to pay Respondent for products and/or
services ordered and received prior to the date of termination.

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

4.5 Independent Vendor Status

Respondent agrees that Respondent and Respondent’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.

4.6 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 Respondent’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, Respondent’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 Respondent.

4.7 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 Respondent 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.

4.8 Observance of Texas A&M Rules and Regulations

Respondent agrees that at all times its employees will observe and comply with all regulations of Texas A&M, including but not limited to parking and security regulations.

4.9 Non-Disclosure

Respondent 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 Respondent or Texas A&M unless required by law.

4.10 Publicity

Respondent 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.

4.11 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.

4.12 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.
4.13 Governing Law

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

4.14 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 Respondent to attempt to resolve any claim for breach of contract made by Respondent that cannot be resolved in the ordinary course of business. Respondent shall submit written notice of a claim of breach of contract under this Chapter to the Texas A&M Contracts Officer, who shall examine Respondent’s claim and any counterclaim and negotiate with Respondent in an effort to resolve the claim.

4.15 Indemnification

Respondent 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 Respondent or the acts or omissions of others under Respondent’s supervision and control.

4.16 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Respondent 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.

4.17 Intellectual Property

Pursuant to the Agreement, Texas A&M 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.
SECTION 5
CONTRACTUAL REQUIREMENTS

5.1 Historically Underutilized Businesses

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.

No HSP will be required for this proposal response.

5.2 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 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 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: Tonya Laird
  P.O. Box 30013
  College Station, TX 77842-3013.

5.3 Parking

Parking on the Texas A&M Campus:

- Visit transport.tamu.edu for parking information at Texas A&M University in College Station.

5.4 Payment

5.3.1 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

5.3.2 Billing Resolutions

In the case of a problem on a disputed invoice or charge, the Respondent will provide necessary information, i.e. duplicate invoice, shipping information and proof of delivery at no extra charge to Texas A&M within 5 business days of request. All credit memos will reflect the purchase order number and the original invoice number in which charge was initiated.
5.3.3 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.
- Texas A&M may withhold any moneys claimed to be due by the Respondent until the terms of the Agreement have been fulfilled and the work of the Respondent has been accepted.
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 Respondent 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 Respondent may be removed from all proposal lists. By signature hereon affixed, the Respondent hereby certifies that:

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

6.1.6. The Respondent 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 Respondent or any agent, employee, sub-contractor, or Respondent of Respondent in the execution or performance of this purchase order.

6.1.7. Respondent 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. Respondent 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, Respondent will complete the following information in order for the proposal to be evaluated:

<table>
<thead>
<tr>
<th>Name of Executive:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of State Agency:</td>
</tr>
<tr>
<td>Date of Separation from State Agency:</td>
</tr>
<tr>
<td>Position with Respondent:</td>
</tr>
<tr>
<td>Date of Employment with Respondent:</td>
</tr>
</tbody>
</table>

6.1.9. Respondent 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. Respondents that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.

6.2.4. “Pursuant to Section 231.006, Family Code, re: child support, the Respondent 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 Respondent 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.


6.3 Signature

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of Respondent (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.:

Respondent/Company:

Signature (INK):

Name (Typed/Printed):

Title:

Street:

City/State/Zip:

Telephone No.:

Fax No.:

E-mail:

Other preferences as defined in Rule 34 TAC 20.38 (check any that are applicable)

☐ Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
☐ 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

\[\text{THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.}\]
SECTION 7
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 , 2013.

Notary Public in and for the County of , State of

My commission expires:

SECTION 7 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.
Scope of Work

FEATURES
Building upon features currently found on tamupress.com (an online bookstore), the new website shall:

- Allow for us to feature our books and for people to search for them and find them—Listings by subject, series, and catalog along with general search. Also allow us to mention ebook availability.
- Feature specific books and news on our website homepage.
- Provide information to booksellers and educators that might want to adopt our books for classroom use—via forms.
- Allow us to present a variety of material to authors and prospective authors.
- Allow us to publicize and keep track of book related events and where will be exhibiting.
- Feature a form that media can use to request books for review.
- Allow our consortium presses to introduce themselves and show what books each publishes.
- Feature a section to introduce the Press and staff, a pulpit for the director, to promote our map of TAMU, and more.
- Be mobile friendly.
- Able to embed Youtube videos, picture galleries, Google Preview… anything that uses an API.
- MUST have ability to do discount code or other special pricing promotions that are easily and intuitively sorted and applied on the back end.
- Allow a bargain book section, book of the month, or other regular sales features.
- Allow Email collection for newsletters and other promotion.

SEARCH ENGINE:
- Must be Intuitive, easy to navigate search engine. Fast and powerful. Capable of searching by subject category, author, and specific keywords.
- Series listing: Series listing broken out by Consortium publishers.

SOCIAL MEDIA:
- Site needs to be social media friendly (e.g., should have Facebook, Pinterest, and Twitter links for each book, so that browsers can easily link individual titles to a social media feed. Easy to add /subtract new social media links as trends )

EASE OF EDITING:
- Needs flexibility in our being able to change the presentation, banners, info at will. Without end user having to know complicated code.

SHOPPING CART/E-COMMERCE/ORDERS features:
- Must be able to service our tax exempt customers.
- Must be accessible by Mac and PC users (and other platforms), mobile users, adaptable to future trends.
- Must have Order numbers that coincide with our payments received through payment gateway.
- Need ability to accept prepaid backorders as well as the payments for those orders.
- Ability to receive customer comments with orders.
- Website must be populated through a data dump from Firebrand Title Management.
- Future adaptability should include integration with order fulfillment system (Platform TBA)
- Customer should receive acknowledgement of order via email, but also be able to log into our website and track order (given link between website and order fulfillment software).

- Source codes that may or may not trigger discount or different price.
- Variety of shipping/delivery options (expedited, UPS, international, USPS to PO Boxes only).
- Upsell features (press here to continue shopping for natural history, etc.)
- Customer should be able to look at their purchase history.
- Order fulfillment access so we can see payments and problem solve address issues.
- We want to provide an Amazon.com experience to our customers.
- Would like the versatility to offer ebook sales from our site as a possibility in the future (even though we are not currently interested in doing that at the moment).
- Shopping cart should be connected to Touchnet or Payflow payment gateways.