REQUEST FOR PROPOSAL

Professional Design Services

RFP Main #17-0023-1
(Additional Vendors)

PROPOSAL MUST BE RECEIVED BEFORE:

2:00 p.m. CDT on June 26, 2017

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

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

Show RFP Number, Opening Date and Time on Return Envelope

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

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

REFER INQUIRIES TO:

Patty Winkler, C.P.M.
Assistant Director
Texas A&M University
Procurement Services
email: p-winkler@tamu.edu
# Table of Contents

## SECTION 1. INTRODUCTION

| 1.1 | Introduction | 4 |
| 1.2 | Brief History and Current Organization | 4 |
| 1.3 | Scope of Work | 4 |
| 1.4 | Award | 4 |
| 1.5 | Schedule of Events | 5 |

## SECTION 2. REQUIREMENTS

| 2.1 | Technical Proposal | 6 |
| 2.2 | References | 6 |

## SECTION 3. GENERAL INFORMATION

| 3.1 | Submittal Deadline and Location | 7 |
| 3.2 | Submittal Instructions | 7 |
| 3.3 | Texas A&M Contacts | 7 |
| 3.4 | Inquiries and Interpretations | 7 |
| 3.5 | Electronic State Business Daily Website | 8 |
| 3.6 | Open Records | 8 |
| 3.7 | Terms and Conditions | 8 |
| 3.8 | Proposal Components | 8 |

## SECTION 4. GENERAL TERMS AND CONDITIONS

| 4.1 | General | 9 |
| 4.2 | Final Review and Approval | 9 |
| 4.3 | Definitions | 9 |
| 4.4 | Time of Performance | 10 |
| 4.5 | Default | 10 |
| 4.6 | Termination | 10 |
| 4.7 | Agreement Amendments | 10 |
| 4.8 | Independent Vendor Status | 10 |
| 4.9 | Right to Audit | 10 |
| 4.10 | Sales and Use Tax | 10 |
| 4.11 | Observance of Texas A&M Rules and Regulations | 10 |
| 4.12 | Non-Disclosure | 11 |
| 4.13 | Publicity | 11 |
| 4.14 | Severability | 11 |
| 4.15 | Non-Waiver of Defaults | 11 |
| 4.16 | Governing Law | 11 |
| 4.17 | Intellectual Property | 11 |

## SECTION 5. CONTRACTUAL REQUIREMENTS

| 5.1 | Texas Public Information Act | 12 |
| 5.2 | Indemnification | 12 |
| 5.3 | Other Benefits | 12 |
| 5.4 | Alternative Dispute Resolution | 12 |
| 5.5 | Insurance Requirements | 12 |
| 5.6 | HUB Participation Plan | 12 |

## SECTION 6. EXECUTION OF OFFER

| 6.1 | Proposer Affirmation | 14 |
| 6.2 | Texas Family Code Section 231.006 | 14 |
| 6.3 | Substitute W-9 | 15 |
| 6.4 | Direct Deposit | 15 |
6.5 Signature ................................................................................................................................. 15

SECTION 7. RESPONDENT’S QUESTIONNAIRE/COMPANY EXPERIENCE 16

7.1 Company Profile ......................................................................................................................... 16

SECTION 8. FEE STRUCTURE 17

8.1 Pricing ...................................................................................................................................... 17

SECTION 9. EVALUATION CRITERIA FOR AWARD 18

9.1 Evaluation Information .............................................................................................................. 18
9.2 Demonstration/Presentation ...................................................................................................... 18
9.3 Evaluation Criteria and Weights .............................................................................................. 18

SECTION 10. NON-COLLUSION AFFIDAVIT 19

Attachment A – Insurance Requirement .......................................................................................... 20
1.1 Introduction

Texas A&M University (Texas A&M), Athletics, intends to enter into an agreement with a pool of experienced, industry-recognized firms to provide Professional Design Services to provide graphics, branding and experiential design and fabrication services for its facilities and other special projects as designed. It is anticipated that the pool of firms will work under a Master Order Agreement over a multi-year period. 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 entities interested in utilizing the agreement.

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 CAUTIOUS 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 Environment

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 50,000 students, Texas A&M is the fourth largest among 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 a myriad of opportunities for intellectual and personal development in an environment that fosters achievement at the highest level.

The most unique aspect of Texas A&M is the "spirit" exhibited by the student body. At athletic events, A&M leads the nation in student attendance in almost every single sport. From 30,000 students attending football games, 4,200 at basketball games, 2,500 at baseball games, 2,500 at soccer, and more than 1,000 at volleyball and softball; Texas A&M sets the standard in student attendance that is the envy of collegiate athletics. And these students don't just attend athletic events they participate! The 12th Man Tradition is carried over to all sports where the student body stands and yells throughout the athletic contest in support of their fellow Aggies. Texas A&M holds the rare triple designation of a land-, sea- and space-grant institution reflecting the broad scope of its research endeavors. The university ranks 23rd nationally among public universities with more than $700 million in research expenditures. It is also home to the George Bush Presidential Library and Museum and The Bush School of Government and Public Service.

1.3 Scope of Work

Texas A&M is seeking a Professional Design Firm to provide graphics, branding and experiential design and fabrication services for its facilities and other special projects as designed. The Respondent shall be legally qualified to practice in the jurisdiction where the project is located and who is experienced in providing design, consulting and fabrication services of the kind requested. The Respondent must also have demonstrated that they can oversee and collaborate with various subcontracts including but not limited to, architectural firms, general contractors and specialty trade services. The Respondent shall have a minimum of 10 years of experience in an environment that fosters achievement at the highest level.

- Defined repeatable process of discovery, sketching capabilities, revised concepts, production design, fabrication or fabrication management and installation.
- Capable of managing multiple large projects at one time
- Capable of changing design groups within said firm when competing schools are involved in similar projects or have flexibility based on personality issues.
- Capable of consulting on brand vision, brand aesthetic, brand awareness and brand vibrancy and must be able to provide references to meet this requirements.
- Capable of developing and implementing next generation software and technology and must have a proprietary CMS cloud-based platform
- Full video and editing capabilities to support ancillary needs of the institution. Firm must have examples of such content.
- Multiple year design agreements with D1 NCAA Collegiate Institutions.
- Static graphic and exhibit annual update agreement.
- Provide annual update agreement and service agreement for technology.
- Completed an interactive team uniform display showcasing a Division I team uniform.
- No less than three (3), no more than six (6) complete references for Owners of previous projects completed at Division I NCAA Collegiate Institutions in the past three years.
- No less than three (3), no more than six (6) examples of completed projects referenced at Division I NCAA Collegiate Institutions in the past three (3) years; conceptual design and photos of finished products.
1.4 Award

Any agreement resulting from this RFP will be awarded all or none.

1.5 Schedule of Events

The review and approval of the RFP process is a multi-step process which requires variable amounts of time. The necessity of performing this scope prior to the next football season has dictated the following timeline. Respondents must ensure their capability to perform within the mandated timeline.

Responders are advised that the projected dates as listed in the “Tentative Timetable” may change as required.

Tentative Timetable

Deadline for questions ................................................................. June 13, 2017 @ 5:00 p.m. CDT
Response to questions from purchasing ........................................... June 16, 2017 @ 5:00 p.m. CDT
Deadline for RFP responses ............................................................ June 26, 2017 @ 2:00 p.m. CDT
Evaluation of Proposals Completed .................................................. June, 2017
Formal Execution of Agreement (Projected) ..................................... June, 2017
SECTION 2
REQUIREMENTS

2.1 Technical Proposal

Provide a detailed plan on how you propose to provide Professional Design Services to provide graphics, branding and experiential design and fabrication services for Texas A&M’s facilities and other special projects as designed 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 Qualifications:

2.1.1.1 Summarize why the Respondent is the best firm to undertake the scope of work.
2.1.1.2 Provide details of the qualifications of the individual(s) or firm proposing to provide the services outlined within.
2.1.1.3 Provide samples of work performed as indicated in Section 1.3, of similar scope that shows your firm’s capabilities.

2.1.2 Vendor Requirements:

The successful vendor shall provide the following, but not limited to:

2.1.2.1 Provide details on how your firm handles multiple large projects at one time.
2.1.2.2 Provide details on your firm’s capabilities of developing and implementing next generation software and technology and indicate what CMS cloud-based platform would be utilized.
2.1.2.3 Provide details on how your firm would handle changing design groups within said firm when competing schools are involved in similar projects.
2.1.2.4 Provide examples of full video and editing capabilities to support ancillary needs of the institution.

2.2 References

Proposals shall include a list of five (5) clients for whom your agency has provided similar services comparable in type and scope of service in this solicitation in the last three (3) years. Clients of higher education institutions are preferred. The list shall include company name, point of contact, telephone and fax number and email address. Texas A&M University reserves the right to call to verify that similar services were provided and inquire about the reliability of the proposer’s performance history. A negative reference may be grounds for disqualification.
SECTION 3
GENERAL INFORMATION

3.1 Submittal Deadline and Location

3.1.1 All proposals must be received by Texas A&M University no later than June 26, 2017 at 2:00 PM CDT

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

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

All CD or flash drive 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 CD or flash drive due to incorrect format may reflect negatively on your proposal. If your company is unable to provide a readable CD or flash drive in the requested format, then submit six (6) hard copies (1 original and five (5) hard copies)

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.

3.2.6 Each copy shall be bound in volumes having 8 ½” x 11” page size (11” x 17” inserts and schedules, folded to 8 ½” x 11”, are permitted). Presentation materials may be in the format best suited to convey the intent of the presenting firm. Any Respondent information that is or becomes unattached may not be considered for review and award. All information presented in the submission shall be legibly printed in ink or typewritten and in the English language.

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 Tuesday, June 13, 2017 @ 5:00 p.m. CDT.

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)
- Respondent’s Questionnaire (See Section 7)
- Fee Structure (See Section 8)
- Non-Collusion Affidavit (See Section 10)
- HUB Participation Plan (See Section 5.5)
- One (1) original copy and one (1) virus free CD ROM or USB flash 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: company description, ownership, physical address – preferably in the State of Texas, mailing address, other company locations, Names of top management and key employees and each person’s duties, background and experience of these employees, subcontractor’s background and experience and current clientele. 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 collection account services to Texas A&M in College Station, Texas.
4.4 Time of Performance

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

4.5 Default

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

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

4.6 Termination

4.6.1. For Convenience:

The agreement may be terminated, without penalty, by Texas A&M without cause by giving thirty (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 Indemnification

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

5.3 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by vendor for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

5.4 Alternative Dispute Resolution

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

5.4 Insurance Requirements

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

5.4.2. Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance farce 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 proposer. Unless otherwise specified, the proposer shall provide and maintain, until the work included in this Request for Proposal is completed an accepted by Texas A&M University.

5.4.3. Certificates of Insurance must be delivered or mailed to:

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

5.5 HUB Participation Plan

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

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

A HUB Participation Plan is required to be submitted by each respondent. Failure to submit a comprehensive, acceptable HUB Participation Plan will be considered a material failure to comply with the requirements of RFP Main 15-0010 and will result in rejection of the response.
Respondents shall address the following eight (8) items while developing your HUB Participation Plan.

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

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

The awarded firm(s) will be required to complete a HUB Subcontracting Plan (HSP). After the firm(s) have been selected for award, a meeting will be scheduled to go over the HSP documentation and instructions. The State of Texas HUB Subcontracting Plan and instructions can be found at:
http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanForm_AllDocs.pdf

Respondents may obtain a list of State of Texas certified HUB vendors that may be capable of performing subcontracting opportunities from the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List (CMBL) at the website:
https://mycpa.cta.state.tx.us/tpasscmblsearch/index.jsp

Please contact Dean Endler, Asst. VP and University Contracts Officer at d-endler@tamu.edu for assistance with completion of requirements as stated.
SECTION 6

EXECUTION OF OFFER

RFP MAIN #17-0023-1; Professional Design Services

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

6.1 Proposer Affirmation

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

6.1.1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

6.1.2. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.

6.1.3. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

6.1.4. Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

6.1.5. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.

6.1.6. The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, sub-Contractor, or proposer of proposer in the execution or performance of this purchase order.

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

6.1.8. Proposer affirms 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 payment may be withheld if this certification is inaccurate.

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

6.2 Texas Family Code Section 231.006

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

6.2.1. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:

6.2.1.1. receive payments from state funds under a contract to provide property, materials, or services: or

6.2.1.2. receive a state-funded grant or loan.

6.2.2. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:

6.2.2.1. all arrearages have been paid; or

6.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

6.2.3. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.

6.2.4. “Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

6.2.5. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.

6.2.6. If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

6.3 Substitute W-9

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

Step 1: You can obtain the Substitute W-9 form from the Texas A&M University Financial Management Services website at: http://finance.tamu.edu/fmo/dvforms.asp

Step 2: Vendor must fill out the form completely and mail the original to:
Texas A&M University
Financial Management Services
Accounts Payable
6000 TAMU
College Station, TX. 77843-6000

6.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at: http://finance.tamu.edu/fmo/dvforms.asp

6.5 Signature

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

This offer consists of pages number (1) through

Payee Identification Number (PIN): __________________________________________________________

Sole Owner should also enter social security No.: ______________________________________________

Proposer/Company: _________________________________________________________________

Signature (INK): ______________________________________________________________________

Name (Typed/Printed): _________________________________________________________________

Title: ______________________________________________________________________________

Street: ______________________________________________________________________________

City/State/Zip: _________________________________________________________________________

Telephone No.: _______________________________________________________________________

Fax No.: _____________________________________________________________________________

E-mail: ______________________________________________________________________________

Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)
(____) Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
(____) Agricultural products produced or grown in TX
(____) Agricultural products and services offered by TX bidders
(____) USA produced supplies, materials, or equipment
(____) Products of persons with mental or physical disabilities
(____) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
(____) Energy efficient products
(____) Rubberized asphalt paving material
(____) Recycled motor oil and lubricants
(____) Products produced at facilities located on formerly contaminated property
(____) Products and services from economically depressed or blighted areas

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT’S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.
SECTION 7
RESPONDENT’S QUESTIONNAIRE/COMPANY EXPERIENCE

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

7.1 Company Profile

a. Number of Years in Business: _______

   Type of Operation: Individual____ Partnership____ Corporation____ Government____

   Number of Employees: _____ (company wide)
   Number of Employees: _____ (servicing location)

   Annual Sales Volume: _____ (company wide)
   Annual Sales Volume: _____ (servicing location)

b. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company’s performance under an agreement with Texas A&M.

c. Names of top management and key employees and each person’s duties. Include the background and experience of these employees.

d. If proposal includes subcontractors, preferably in the State of Texas, include a description of each subcontractor’s corporate background and experience.

e. Provide a listing of current clientele that is a blend of private-sector and public-sector clients, including higher education.
SECTION 8
FEE STRUCTURE

8.1 Pricing

Present pricing as an hourly rate for services that will be provided. If services cannot be broken down as an hourly rate, provide a pricing structure for the services that will be provided.
SECTION 9
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. Texas A&M University intends to identify one (1) agency to fulfill this agreement.

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 and/or Interviews

During evaluation, Texas A&M may request an on-site demonstration/presentation/interview of proposer(s). The team may consider the demonstration/presentation/interview 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>Experience with D1 NCAA Collegiate Institutions</td>
<td>35</td>
</tr>
<tr>
<td>Demonstrated creativity within design portfolio</td>
<td>35</td>
</tr>
<tr>
<td>Integration of technology into projects</td>
<td>15</td>
</tr>
<tr>
<td>Fee Structure</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100</td>
</tr>
</tbody>
</table>
SECTION 10
NON-COLLUSION AFFIDAVIT

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

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

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

CONFLICT OF INTEREST

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

Signature ____________________________________________
Respondent Name ____________________________________________
Date  _______________________
_____________________________________
Subscribed and sworn to before me this  
______________ day of ________________, 2014.
Notary Public in and for the County of __________________________, State of  
________________________. My commission expires:  __________________________

AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT’S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.
[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><strong>A. Worker’s Compensation</strong></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.

<table>
<thead>
<tr>
<th><strong>B. Automobile Liability</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>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;</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>C. Commercial General Liability</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

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 Insureds 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.