

AM07 - Texas A&M AgriLife Extension Service Purchase Order

P.O. Date: 7/20/2016

Purchase Order Number

AM07-16-P025260

SHOW THIS NUMBER ON ALL
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V
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Vendor Number: 00046681
National 4-H Council

7100 CONNECTICUT AVE
CHEVY CHASE, MD 208154934

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AGRILIFE EXTENSION ADMIN - Rhonda Fulton
Attn: Rose Boehnke, (979)845-6880
AgriLife Administrative Services (AGSV)
ROOM 530
578 John Kimbrough Blvd.
College Station, TX 778432147
US
Email: rhonda-fulton@tamu.edu
Phone: (979) 845-9366

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

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ADMINISTRATION SERVICES
AgriLife Administrative Services (AGSV)
436
578 John Kimbrough Blvd
2147 TAMU
COLLEGE STATION, TX 77843
US
Email: Apinvoices@ag.tamu.edu
Phone: (979) 845-1586

Please login to Buy A&M to retrieve attachments associated with the Purchase Order.

Solicitation (Bid) No.:

Payment Terms: Net 30
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed
Delivery Calendar Day(s) A.R.O.: 0

Item # 1
Class-Item 961-53

National 4-H Engagement Campaign Annual Investment

Invoice #1TXFY16
Invoice Date, 05/25/16

Period: March 14, 2016 - March 13, 2017

PURCHASE ORDER IS FOR PAYMENT PURPOSES ONLY.
THE FULLY EXECUTED AGREEMENT IS ATTACHED.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 64,957.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 64,957.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 64,957.00

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes.
State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: CHRISTOPHER CHAMBERLAIN

Email: cchamberlain@tamu.edu

Phone#: (979) 845-4786

BUYER

Invoice: Amount: \$ 64,957.00
Invoice: Date: 06/16/16



Send Payments to:
National 4-H Council
c/o Sarah Hunt
P.O. Box 37559
Baltimore, MD 21297-3559
Telephone: (301) 961-2918

Bill to: Texas 4-H
c/o Dr. Chris Boleman
4180 Highway 6
College Station, TX 77845

NATIONAL 4-H ENGAGEMENT CAMPAIGN INVOICE

Due Date	Description	Charges
25-Jun-16	National 4-H Engagement Campaign Annual Investment - Full Payment	\$ 64,957.00
	Net 30 Invoice	
Total Amount Due		\$ 64,957.00

Please make check(s) payable to National 4-H Council.
No personal checks please.

4-H Engagement Campaign: Application Instructions

Application Submission Process: The application packet consists of a two page application plus supporting documentation for your reference (schedules 1-3). Complete the application, sign it and return it National 4-H Council along with evidence of your institution's recognition as a tax-exempt public charity. A counter-signed copy will be returned to you for your records.

Completed applications should be submitted via email no later than **March 14, 2016** to:

Jennifer McIver - Vice President, Field Marketing and Partnerships, National 4-H Council

Email: jmciver@fourhcouncil.edu; phone: 301-961-2835

If your institution is not currently participating in the National Online Giving Platform at 4-H.org, you may also choose to apply for that initiative at this time. Participation in the Platform is required in order for your institution to be listed among those that are eligible to receive online donations via the local donations page at 4-H.org. Contact Jennifer McIver to receive this application.

The following institutions do not currently participate in the National Online Giving Platform at 4-H.org:

Alabama A&M University	Tuskegee University
Alcorn State University	University of Arkansas Pine Bluff
Central State University	University of Maryland Eastern Shore
Delaware State University	Virginia State University
Florida A&M University	West Virginia State University
Fort Valley State University	American Samoa Community College
Langston University	University of the District of Columbia
Lincoln University	University of Guam
North Carolina A&T State University	College of Micronesia
Prairie View A&M University	Norther Marianas College
South Carolina State University	University of Missouri
Southern University System	University of Puerto Rico
Tennessee State University	University of the Virgin Island

Definitions:

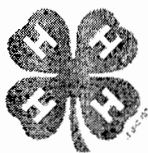
Applicant/Institution: The name of the land grant institution applying for participation in the 4-H Engagement Campaign

Bank information: The name, address and account information of the financial institution to which any donations collected as part of the Campaign (through the National Online Giving Platform at 4-H.org or other nationally-managed cause promotions or crowd-funding) intended for your land grant institution's 4-H youth development program should be disbursed by National 4-H Council.

Primary fiscal contact: Contact information for the individual at your land grant institution who should be invoiced and will be responsible for processing the payment of your institution's financial investment in the 4-H Engagement Campaign according to the terms of payment as outlined in schedule 1 (item 5).

Primary field marketing contact: The name and contact information for the individual who will serve as your institution's field marketing liaison.

Participant: Any person or entity that participates or will participate in the 4-H Engagement Campaign



**NATIONAL 4-H
COUNCIL**

Application for Participation in the 4-H Engagement Campaign

Applicant/Institution*:	Texas A&M AgriLife Extension Service	
EIN	74-6000537	
Bank Information	Bank Name: _____ Address: <u>We will send banking information via secure email.</u> Account No.: _____ Account Name: _____ Routing No.: _____	
Contacts:	Primary Fiscal Contact: Donna Alexander	Primary Field Marketing Contact: Chris Boleman
	Address: 2147 TAMU College Station, TX 77843	Address: 4180 State Hwy 6 College Station, TX 77843
	Telephone No.: 979-845-7879	Telephone No.: 979-845-1211
	Fax No.:	Fax No.:
	E-mail Address: d-alexand@tamu.edu	E-mail Address: cboleman@ag.tamu.edu

*Please attach evidence of Applicant's Internal Revenue Service recognition as a tax-exempt public charity.

National 4-H Council ("Council") intends to collaborate with the Cooperative Extension System to expand 4-H's reach and relevance through the "4-H Engagement Campaign" (the "Campaign"). The 4-H Engagement Campaign is a comprehensive national marketing plan and capacity building program aimed at strengthening the 4-H brand, engaging more alumni and increasing financial support for 4-H programming at the national, state and local levels. The program will operate as a cooperative in which all participating institutions will have the opportunity to benefit from the same services and support through their shared investment. Please see schedules 1-3 for additional information on the Campaign.

By executing and submitting this Application, Applicant confirms its intention to become a Campaign participant and indicates its acceptance of and agreement to be bound by the terms of this Application and the Schedules attached hereto, which, upon execution by Council, shall constitute a binding agreement between the parties, as follows:

1. **Terms Governing Campaign Participation:** Each Campaign participant, including Council, will use its best efforts to collaborate, at its sole cost and expense, in the development and implementation of brand building and alumni engagement strategies in the manner described in Schedule 1 hereof.
2. **Authorization:** In the event that contributions are solicited/received by Council as part of the Campaign, Applicant does hereby designate Council as its agent for the limited purpose of making such solicitations through Council's Online Giving Platform, accepting such gifts on Applicant's behalf, holding such funds in accordance with the terms of Council's Online Giving Platform, acknowledging all such contributions to Applicant through the Platform and disbursing such contributions to Applicant in accordance with the terms of Council's Online Giving Platform. In connection with the foregoing, Council and Council's Online Giving Platform Service Providers are hereby authorized to view, use and retain information that is furnished by Applicant or that is obtained via the Online Giving Platform; but only for the purposes required to implement the services to be furnished through the Platform and/or to further and support the 4-H Alumni Engagement Campaign. If Applicant is not a current participant in Council's Online Giving Platform, it will have to

enroll in order to participate in the Campaign by completing Council's Online Giving Platform application (available from Council on request.)

3. Commencement and Termination: Applicant's participation in the Campaign shall commence as of the date of acceptance of this Application by Council (the "Acceptance Date." as set forth below) and shall continue for a term of three (3) years (the "Term"). Applicant or Council may terminate its participation in the Campaign at any time upon the other Party's breach of any material obligation, or upon any one of the following events applicable to the other Party: termination of existence, dissolution, bankruptcy, insolvency or entry into a similar proceeding (voluntarily or involuntarily), discontinuation of its affiliation with 4-H or termination of its recognition by the Internal Revenue Service as a tax-exempt public charity. Note that, upon termination for any reason, any investment made by Applicant prior to the date of termination shall be non-refundable.
4. Limitation of Liability:
 - (A) **IN NO EVENT SHALL COUNCIL OR APPLICANT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR CAMPAIGNS OR OTHER DATA) ARISING OUT OF OR IN ANY WAY RELATED TO PARTICIPATION IN THE CAMPAIGN; EVEN IF PREVIOUSLY ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. IF DISSATISFIED WITH ANY PORTION OF THE CAMPAIGN, APPLICANT'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATING IN THE CAMPAIGN.**
 - (B) Links to web sites operated by others may be available as a result of participating in the Campaign. Council does not provide, expressly or impliedly, any warranty, representation or endorsement with respect to linked sites. If Applicant uses these links, it does so at its own risk and is solely responsible for the consequences; such as, the privacy policies and practices thereof.
5. Changes: After the Acceptance Date, Applicant shall provide immediate written notification of any change in any of the information provided by Applicant either in the above table or in any of the attachments. Provided that such change does not disqualify Applicant from further participation in the Campaign (such as, by loss of tax-exempt status or 4-H affiliation), Applicant shall provide such written notification by submission of a revised Application with appropriate attachments for acceptance by Council.
6. Entire Agreement: After acceptance by Council, this Application, any schedules attached hereto, and any other documents incorporated herein by reference constitute the entire agreement of the parties with respect to the Campaign and participation in the Campaign and any prior agreements or understandings with respect thereto, whether written or oral, are merged herein and shall be of no force or effect. The resulting Agreement may be amended, modified or changed only by an agreement in writing consented to and executed by both Parties.
7. Assignment: Neither party shall have the right to assign any of its rights or delegate any of its duties hereunder without the prior written approval of the other party.
8. Compliance with Law: Each party represents that it is not prohibited from entering into this Agreement and performing in accordance with its terms, and that its actions in connection with this Agreement are, and at all times will be, in compliance with all applicable laws and regulations.

Applicant: <u>Texas A&M AgriLife Extension Service</u>	Approved by State Extension Director/Administrator for Applicant: _____
Level of Participation: \$ <u>64,957</u> per year	By: <u>Douglas P. Steele</u> (signature)
Approved by State 4-H Program Leader for Applicant:	Name: <u>Douglas Steele</u>
By: <u>Chris Boleman</u> (signature)	Title: <u>Director</u>
Name: <u>Chris Boleman</u>	Date: <u>6/15/16</u>
Title: <u>State 4-H Leader -TX</u>	National 4-H Council
Application Date: <u>6/16/16</u>	By: <u>Jennifer L. Sirangelo</u> (signature)
	Name: <u>Jennifer L. Sirangelo</u>
	Title: <u>President & CEO, National 4-H Council</u>
	Acceptance Date: <u>July 20, 2016</u>

Schedule 1

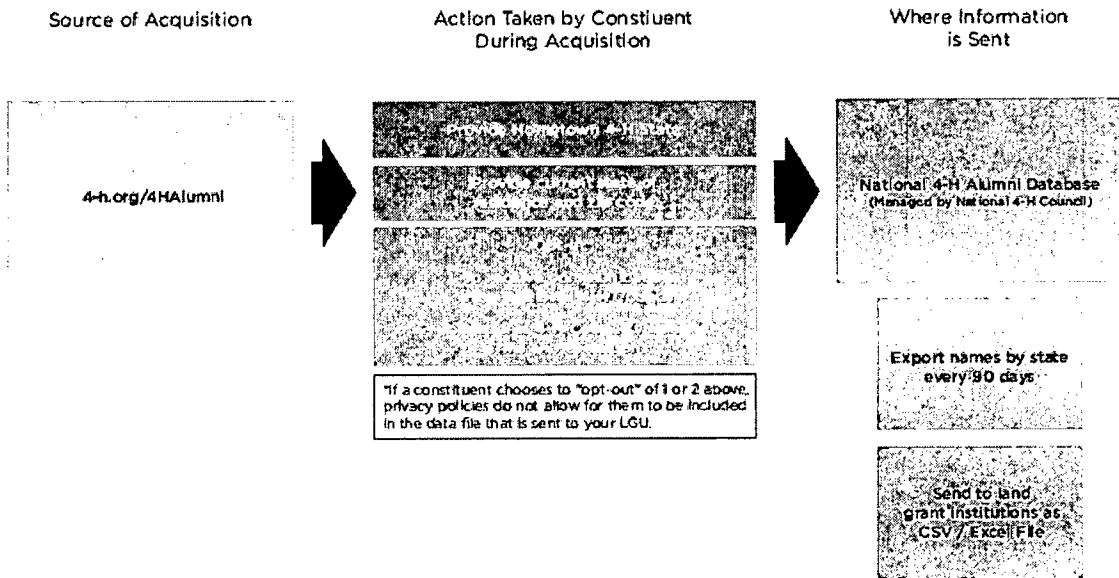
Terms governing participation in the 4-H Engagement Campaign

1. **Alumni Acquisition:** To the extent possible subject to the internal policies and procedures applicable to each person or entity that participates or will participate in the Campaign ("Participant"), each Participant will make use of the resources identified below (and such other resources as may from time to time be agreed by the Participants) in order to encourage 4-H Alumni within its jurisdiction and/or for which it has contact information to enroll in a shared 4-H Alumni database through one or more of the following mechanisms:
 - Sign-up form through 4-H.org:
https://secure3.convio.net/n4h/site/SPageServer?pagename=%20Alumni_iFrame_App%20&loc=4horg
 - Smart phone mobile applications
 - Social Media Widgets – Facebook, Twitter, LinkedIn etc.
 - Targeted Facebook Ads
 - Online Banner Ads
 - Toolkits and resources produced by Council for use by state and local 4-H Campaigns to aid alumni acquisition at events and other activities; such as National 4-H Week and State and County Fairs.
2. **Communications:** To the extent possible subject to the internal policies and procedures applicable to each Participant, each Participant will participate in and support common communications for 4-H Alumni, which will use Council's online marketing and fundraising tools and resources. These efforts will include the following and such other items as the Participants may from time to time agree:
 - On-boarding/Congratulatory email series - For 4-H Alumni upon sign-up; consisting of several calls to action including fundraising opportunities.
 - E-mail series specially designed for 4-H Alumni who are parents.
 - 4-H Today E-Newsletter
 - Posters, flyers, PSAs, printed and digital collateral with options for land grant institution co-branding or tagging
 - Target marketing in select national markets through print, radio, television and out of home advertising
 - Note: As part of the online communications and marketing efforts, National 4-H Council will develop a national communications calendar for the above.
3. **Fundraising:** To the extent possible subject to the internal policies and procedures applicable to each Participant, each Participant will support use of the following mechanisms (and such additional mechanisms as may from time to time be agreed by the Participants) in a common or coordinated manner for the purpose of raising funds from 4-H Alumni:
 - Online and Mobile:
 - Crowdfunding
 - E-mail fundraising
 - Mobile applications, such as Text to Give Opportunities
 - Fundraising for 4-H through employee engagement initiatives of Council's corporate collaborators
 - Donations through virtual storefronts and web sites of Council's corporate collaborators
 - Offline:
 - Major Giving Events
 - At the register donations at retail locations (such as Tractor Supply Company)
 - Fundraising for 4-H through employee engagement initiatives of Council's corporate collaborators
4. **Donations:** If the Parties decide to collaborate in a manner designed to generate donations for the benefit of Participant or Participant and Council, any such donation shall be handled as set forth below:
 - Donations received by Council shall be collected, held and distributed in accordance with the terms of service for Council's Online Giving Platform. If Participant is already a user of Council's Online Giving Platform, no further action is required. If Participant is not a current user of Council's Online Giving Platform, completion of the application to participate in the National Online Giving at 4-H.org is required.
 - Unless otherwise agreed under the terms of a particular fundraising Campaign, donations received by Council shall be shared as follows:
 - Online donations to institution via 4-H.org: Institutions receive 82% of the total amount of donations received to support your institution's 4-H program. Council retains 18% of the total donation amount to off-set the costs of operating the national donation platform.
 - Nationally driven alumni cause promotions and crowd funding: Participating institutions will receive 70% of the revenue. Council retains 30% of the revenue to off-set the costs of operating these national promotions.

- Donations received by Participant shall be collected, held and distributed in accordance with Participant's internal policies and procedures; provided that, if the mutually agreed terms of the Campaign under which such donations are received calls for sharing of such donation(s) with Council, Council shall remit Participant's share by check or wire transfer on a monthly basis. Any such payment will be accompanied by an accounting of donations received, including the calculation of Council's share.
- 5. Investment: Each participating land grant institution is required to deliver to Council at least 25% of its first year commitment no later than April 29, 2016 and the balance of the first year commitment no later than August 1, 2016. Thereafter, each institution will be invoiced annually for the full amount of its commitment for subsequent years of the Campaign on/about June 30th of each year, with payments due to Council by August 1 of such year.
- 6. Use of Information:
 - All information, regardless of the form of communication, which is disclosed by a Party to another Party or which a Party learns during the Campaign, shall be considered "Confidential Information", if such information is disclosed in writing and marked as confidential at the time of disclosure. Confidential Information will not include any information that (i) is known by the receiving Party at the time of receipt; (ii) becomes generally known to or available for use by the public, other than by breach of this undertaking; or (iii) is subsequently disclosed by a third party who may lawfully do so. All Confidential Information will be treated as confidential, shall not be disclosed in any manner without the prior written consent of the disclosing Party and shall not be used in any manner not expressly permitted hereunder.
 - If a Participant furnishes any data or information to Council during the course of participating in the Campaign ("Submitted Information"), such information shall remain the exclusive property of the Participant that furnishes such information.
 - A Participant that furnishes Submitted Information shall and does hereby grant to Council a worldwide, non-exclusive, royalty-free, right and license to use the Submitted Information for the purposes and in the manner set forth herein (and as described in greater detail in the attached Schedule 3) and to sublicense use of the Submitted Information by required service providers for the limited purpose of the implementation of the 4-H Engagement Campaign. The foregoing is further subject to the following:
 - If an individual who is not a Party to this Agreement submits directly to Council information which would be considered Submitted Information (such as, contact information or email address), Council's right to use and/or disseminate such information shall be governed by the terms of use accepted by the individual during the submission process.
 - The rights and licenses granted herein shall continue for as long as the Submitted Information remains a part of the shared 4-H Engagement Campaign database and shall terminate within a commercially reasonable time after the submitting Party provides written instructions for removal or deletion thereof; provided however that Council may retain, but not display, distribute or perform, server copies of the Submitted Information that have been removed or deleted.
 - As indicated in Schedule 2, Council shall regularly distribute to each Party state-specific Submitted Information (to the extent not inconsistent with express privacy policies governing acquisition of such Submitted Information) where the party submitting such Submitted Information has been designated the same for dissemination or has indicated an interest in receiving additional communications from the relevant state.

Schedule 2

Data Flow Process Overview





ENGAGING MORE YOUTH THROUGH A UNIFIED 4-H BRAND



4-H Engagement Campaign: Frequently Asked Questions

Working Together to Build the Extension and 4-H Brands: Campaign Overview

The ECOP 4-H National Leadership Committee, USDA/NIFA and the National 4-H Council Board of Trustees have all made engaging more youth in 4-H a clear priority. With nearly 6 million youth involved nationally, 4-H is the largest youth development program in the United States—but could impact millions more. While Cooperative Extension is one of the most innovative, influential and compelling youth service delivery infrastructures in our country, awareness of Extension and 4-H does not match their significant impact. The ECOP 4-H Leadership Committee recognizes that for 4-H to grow, the brand should be unified across the country. To achieve the aspirations of engaging more youth, harnessing the resources to provide program opportunities, and to make the 4-H brand stronger and more valued, it takes a strong national marketing campaign.

The 4-H Engagement Campaign is a comprehensive national marketing plan and capacity building program aimed at strengthening the 4-H brand, engaging more 4-H alumni and increasing financial support for 4-H programming at the national, institution and local levels. The program will operate as a cooperative in which all participating institutions will receive and have the opportunity to benefit from the same services and support through their shared investment, including access to turn-key national marketing tools, resources, training and recognition, as well as dedicated marketing expertise to assist every region.

The campaign seeks to engage 1,000,000 new alumni over the next 10 years who would be ready to donate \$9 million annually, advocate for 4-H, volunteer and engage to help generate revenue.

1) Why is a unified brand necessary?

According to Brandworks, consistent brands are worth 20% more in the marketplace than those that are not. With hundreds of brand expressions across the 4-H system, 4-H's current brand identity is scattered and confusing rather than consistent and seamless. Not only is it often difficult for parents, volunteers, alumni and youth to easily find 4-H in their community, but 4-H is leaving money on the table in terms of potential revenue and in-kind support as a result. Last year alone, National 4-H Council's resource development team projected that close to \$3 million in funding which could have benefited local 4-H programs was lost due to a perceived lack of brand relevance among potential national corporate and foundation donors.

2) How is the 4-H Engagement Campaign different from past brand campaigns?

- A. **Alignment and Partnership with the Cooperative Extension System** - The 4-H Engagement Campaign is a priority of the ECOP 4-H National Leadership Committee and is a partnership between Cooperative Extension, USDA/NIFA and National 4-H Council. The effort will be governed by the ECOP 4-H Leadership Committee (which includes Extension Directors/Administrators and Institution 4-H

Program Leaders), with committee members actively engaged in decisions regarding the Campaign's structure, services and success along the way.

- B. Sustainability** – Council is requesting an annual investment from Extension for a three-year period to facilitate planning and ensure sustainability. This will enable Council to build and scale the infrastructure required (staff, technology, service delivery model, data systems) to ensure effective operations for the initial three year period and beyond. After the first three year period, institutions will have the option to renew their investment for another three year cycle. Council will also leverage funding as well as in-kind support from private sector partners to supplement Extension's investment in the campaign.

Sustainability will also be enhanced through the increased capacity of state and local 4-H programs to execute high quality marketing initiatives through training, turn-key, print ready resources and dedicated regional marketing staff (with full regional opt-in).

- C. Alumni as the Target Audience and a Driver for Growth** - Research also shows that 4-H's 25 million alumni are a valuable, but untapped resource. They are ready to give, advocate and volunteer for 4-H, but have never been mobilized nationally in significant and meaningful ways.

- *Two thirds of 4-H alumni live in suburbs and cities*
- *They are the truest believers in 4-H—over 96% have strong, positive memories of their time in the program, but*
- *4-H is out of sight and out of mind – 62% do not feel informed about or connected to today's 4-H.*

This is especially true for Gen-X and Millennial 4-H alumni moms. The 4-H Engagement Campaign will leverage in-depth research on this target audience, the services and support of nationally recognized advertising and media partners combined with national media visibility, corporate engagement and local activation through turnkey marketing resources and dedicated staff support to raise the awareness of and deepen engagement with those alumni who are ready to give back to the program that gave so much to them.

3) How much is Cooperative Extension being asked to invest in the 4-H Engagement Campaign?

National 4-H Council requests **an annual \$1.5 million investment** from Cooperative Extension to fund the 4-H Engagement Campaign. This amount of \$1.5 million is conservative when compared to other national non-profits with member or affiliate based marketing programs which spend \$2-3 million annually on average.

4) Are there other expenses beyond my institution's annual investment that should be planned for as part of our participation?

National 4-H Council is asking each investor institution to identify a 4-H professional who can serve as your institution's field marketing liaison to the 4-H Engagement Campaign. **The anticipated time commitment for the field marketing liaison is .10 FTE.** A full job description will be provided to assist institutions in identifying the right individual for this role, but primary responsibilities would be to serve as your institution's point of contact for sharing campaign news, information and resources with other 4-H staff and volunteers across the institution as well as to offer guidance and input to ensure effective execution of the campaign locally.

Incremental to the annual investment would be nationally negotiated pay for special services for more specific activities for institution or local Extension offices that require additional expertise and time such as web site design, printing, video production, etc. These services and most competitive pricing would be prioritized for investor institutions.

5) What investment is National 4-H Council making in the campaign?

National 4-H Council will match or exceed a potential Extension investment with new investments in national marketing infrastructure and support. This currently includes:

- An estimated **\$2 million** in private sector support from Council's corporate and foundation donors
- An estimated **\$2 million** in donated time and services through Council's pro-bono advertising and ag media agency partners, Dailey and Osborn Barr
- An estimated **\$500,000** in donated value thanks to 4-H's first national alumni spokesperson, country music star Jennifer Nettles.
- An estimated **\$500,000** from Council's operations to cover national staff support for the campaign.

National 4-H Council will keep the 4-H system informed of new Council, donor and in-kind campaign investments as they are secured.

6) Is this an assessment?

No. Participation in the 4-H Engagement Campaign is voluntary and opt-in. Participation is not required and only those institutions that apply to participate will be invoiced.

7) How will my institution's investment in the campaign be used?

The full investment pooled from all participating institutions will be allocated against five key program components:

- 1) **50%** on 4-H marketing professionals to service regions and build train-the-trainer programs
- 2) **20%** on national, "halo" marketing generated by Council that directly impacts local 4-H
- 3) **15%** on turnkey marketing resources to be localized and used by state and county 4-H professionals
- 4) **10%** on field intranet and database to support system-wide communications/collaboration
- 5) **5%** on a marketing recognition program to incent strong marketing and share best practices.

8) How will we know if the campaign is successful? What return can my institution expect on its investment?

Strong field/affiliate marketing programs that mature over a three to five year period can typically yield more than 2-3 times the value of what is invested. Key metrics and indicators demonstrating return on investment will guide each year's efforts. These include:

- annual alumni acquisition and engagement targets;
- earned media value totals;
- growth in 4-H's national social media footprint (number of followers across Facebook, Twitter, LinkedIn, Instagram) and;
- national fundraising targets

In addition to annual national goals and benchmarks for the campaign's success, investor institutions will also participate in a capacity assessment to determine baseline measures for their institution related to

alumni acquisition/engagement, marketing planning and resource development so that specific milestones for success for each year of the program can be created on state by state basis.

Longer term outcomes (5-10 years) include:

- Acquisition and mobilization of **one million new alumni** in advocacy, promotion and giving to support Extension and 4-H; with focused opportunities for prominent 4-H alumni (entertainers, sports celebrities, media, Congressional leaders, corporate leaders) in advocacy and promotion.
- An estimated **\$50 million in collective media value** (e.g. monetary value of press coverage and donating advertising) through national "halo" marketing in local markets
- In ten years, a minimum financial return for institutions (estimated average amount \$126,000 annually) and an increase in alumni data (estimated average 20% annually) based on established goals and commitment towards cultivation.

9) Will this campaign replace state and local marketing and fundraising efforts?

Council is committed to advancing a system-wide partnership with your institution's fundraising and marketing professionals. The goal is to enhance, not replace, state and local fund development and marketing efforts through an authentic, seamless and relevant 4-H brand experience that is driven nationally, but customized and delivered locally.

10) How was the annual investment amount that is being requested of my institution determined?

The ECOP 4-H Leadership Committee asked National 4-H Council to develop several potential investment models for consideration. This included a two-tiered investment model, a model in which an institution's level of investment would be proportional to their 4-H enrollment as well as a proportional investment model based on the Smith-Lever allocation each land grant institution receives. After careful consideration and feedback from Extension and 4-H leadership, the ECOP 4-H Leadership unanimously agreed on the proposed funding model based on the Smith-Lever formula with participation at the discretion of each institution.

11) Of the \$1.5 million annual request, is there a minimum financial commitment that needs to be in place from Extension before Council could launch the 4-H Engagement Campaign?

Yes. The minimum amount of funding required to launch the national field marketing capacity program and build baseline infrastructure is \$750,000.

12) What is the process and timeline for opting in to participate in the 4-H Engagement Campaign?

February 2016 – All institutions will receive an invitation and application to participate in the 4-H Engagement Campaign from the ECOP 4-H Leadership Committee

By March 14, 2016 – Institutions enroll in the campaign by submitting the completed application to National 4-H Council

March 14 – June 30, 2016 – Campaign pre-launch planning and engagement with all enrolled investor institutions

By April 29, 2016 – 25% of your institution's first year investment due to National 4-H Council

August 1, 2016 – Full launch of 4-H Engagement Campaign Program Year 1

By August 1, 2016 – The remaining balance of your institution's first year investment due to National 4-H Council

Institutions will be invoiced annually for the full amount of their investment for the second and third year of the program on/about June 30th 2017 and 2018 respectively with payments due to Council by August 1.

- 13) **The \$1.5 million total annual investment and the portion of that investment that my institution would be responsible for assumes participation from all institutions. What happens if an institution says no? Will my institution be required to pay more to participate?**

No. In this instance National 4-H Council will make recommendations to the ECOP 4-H Leadership Committee on the level of service, support and return on investment that can be delivered through the program with the financial commitments of participating institutions. The Committee and investor institutions would then make a decision on how best to proceed in partnership with Council.

Since the initial payment for the first year of campaign participation is due six weeks after the application deadline, this provides flexibility for the ECOP 4-H Leadership Committee, investor institutions and Council to make decisions about the program's direction before any institution would need to make their first year payment.

- 14) **Will alumni data collected by National 4-H Council through the 4-H Engagement Campaign be shared with my institution?**

Yes. Council will share contact information for those alumni who sign up to join the National 4-H Alumni Community (www.4-h.org/4Hgrowshere-alumni/) and provide permission to share their contact information with state and local 4-H programs (by agreeing to the web site's terms and conditions). The state 4-H program leader and 4-H foundation executive (or equivalent) at your institution will receive an excel spreadsheet quarterly with contact information for any new additions to the Community who either live in your state or indicate that they are an alumni of your state's 4-H program.

- 15) **How will revenue from alumni giving be shared between National 4-H Council and state 4-H programs?**

The revenue share depends on the type of giving:

Online donations to your institution via 4-H.org: Participating institutions receive 82% of the total amount of donations received to support your institution 4-H program. Council retains 18% of the total donation amount to off-set the costs of operating the national donation platform. This revenue share is outlined in the application institutions submitted in 2009 to participate in the national online giving platform at 4-H.org.

Future nationally driven alumni cause promotions and crowd funding: Participating institutions will receive 70% of the revenue. Council retains 30% of the revenue to off-set the costs of operating these national promotions. This revenue share was recommended by the ten institutions that participated in the National 4-H Alumni Pilot Program.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE PURCHASE
ANY EXCEPTIONS THERETO MUST BE IN WRITING

The following are the terms and conditions for Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, and Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), hereafter referred to as the Agency.

1. VENDOR REQUIREMENTS

- 1.1 Vendors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Vendor guarantees product or service offered will meet or exceed specifications included.
- 1.3 Purchases should be "F.O.B. destination, freight prepaid and allowed". However, if vendor quoted freight otherwise, then face of order should show exact delivery cost and who bears cost if not included in unit price.
- 1.4 Prices are firm for within 30 days of the offer. Cash discounts were not considered in determining the best value. All cash discounts will be taken if earned.
- 1.5 Purchases made for the Agency's use are exempt from the State Sales tax and Federal Excise tax. Excise Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.6 The Agency reserves the right to accept or reject all or any part of any offer, waive minor technicalities and issue the purchase order to the vendor that best serves the interests of the State. Any contract may also be extended up to three (3) months at the sole discretion of the Agency.
- 1.7 Consistent and continued tie offers could cause rejection of offers by the Agency and/or investigation for antitrust violations.

2. SPECIFICATIONS

- 2.1 Any catalogue, brand name, or manufacturer's reference used is descriptive only (not restrictive), and is used to indicate type and quality desired. Therefore, offers of brands of like nature and quality were considered unless otherwise specified. Vendor will be required to furnish brand names, numbers, etc., as specified on the purchase order unless noted otherwise at time of offer.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 The Agency will not be bound by any oral statement or representation contrary to the terms and conditions of this purchase.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated.

3. DELIVERY

- 3.1 Order delivery time as shown on the face of the purchase order reflects the number of days required to place material in receiving agency's designated location under normal conditions. Failure of vendor to state delivery time obligates supplier to complete delivery in 14 calendar days.
- 3.2 If delay is foreseen, supplier shall give written notice to the Agency. The Agency has the right to extend delivery date if reasons appear valid. If the supplier fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the Agency reserves the right to purchase specified supplies elsewhere, and charge the full increase in price, cost of handling, and rebidding, if any, to the vendor.
- 3.3 No substitutions or cancellation permitted without written approval of the Texas A&M AgriLife Purchasing Department.
- 3.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

4. INSPECTION AND TESTS

All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT

A response to an Invitation for Bid is an offer to contract with the Agency based upon the terms, conditions, and specifications contained herein. Offers do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.

6. PAYMENT

Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. Please note: If the invoice is not addressed as instructed, payment will be delayed. The Agency will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

7. PATENTS OR COPYRIGHTS

The supplier agrees to protect the Agency from claims involving infringement of patents or copyrights.

8. SUPPLIER ASSIGNMENTS

Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract 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 Commerce Code Ann. Sec. 15.01, et seq. (1967).

9. VENDOR AFFIRMATION

By accepting this order, the vendor affirms any false statement is a material breach of contract and shall void the submitted quote or any resulting contracts, and the vendor shall be removed from all bid lists. By signature hereon affixed, the vendor hereby certifies that:

- 9.1 The vendor 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 bid.
- 9.2 The vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- 9.3 Pursuant to Section 2155.004, Texas Government Code, relating to collection of state and local sales and use taxes, the vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 9.4 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation, partnership 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 bid made to any competitor or any other person engaged in such line of business.
- 9.5 The vendor had not received compensation for participation in the preparation of the specifications for order.
- 9.6 The supplier 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 supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.
- 9.7 Vendor hereby agrees that any payments due under this contract will be applied towards any debt, including but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 9.8 Vendor certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with an executive of a state agency, Vendor represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVMDL, or any other state agency, was involved with or has any interest in this bid or any contract resulting from this bid. If vendor employs or has used the services of a former executive head of Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVMDL, or other state agency, then respondent shall provide the following information relating to contracting with an executive head of a state agency.

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Vendor: _____
Date of Employment with Vendor: _____

- 9.9 Vendor agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 9.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
- 9.11 Vendor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to the Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this

Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.

10. NOTE TO VENDORS

Any terms and conditions attached to a quote will not be considered unless the vendor specifically refers to them in the quote. WARNING: Such terms and conditions may result in disqualification of the quote, (e.g. quotes with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).

11. PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Pursuant to Texas Government Code, Sections 552.021 and 552.023, individuals are entitled to request, receive, review, and correct information collected by the Agency related to the individual. To request information, please email da-schneider@tamu.edu or call 979-847-5801.

12. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to receive state grants or loans, or receive bids or payments on state contracts.

- 12.1 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:
- (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- 12.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
- (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 12.3 Pursuant to Section 231.006 (c), Family Code, quote should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the quote. Vendors 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.
- 12.4 Pursuant to Section 231.006, Family Code, re: child support, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 12.5 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.
- 12.6 If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the State for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
- Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.
Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Agency, and the vendor to attempt to resolve any claim for breach of contract made by vendor:

- 13.1 Vendor's claim for breach of this contract, that the parties cannot resolve in the ordinary course of business, shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, vendor shall submit written notice, as required by Subchapter B, to:

Dr. David Lunt, Texas A&M AgriLife Research
Mr. Kyle Smith, Texas A&M AgriLife Extension Service
Dr. Roger Parker, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)

Said notice shall also be given to all other representatives of the Agency and vendor otherwise entitled to notice under the parties' contract. Compliance by vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

- 13.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Agency if the parties are unable to resolve their disputes under subparagraph (a) of this paragraph.
- 13.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Agency, nor any conduct of any representative of the Agency thereafter, shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
 - (2) Neither the occurrence of an event, nor the pendency of a claim, constitutes grounds for the suspension of the performance by vendor, in whole or in part.

- (3) The designated individual responsible on behalf of the Agency for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Dr. David Lunt (Research) / Mr. Kyle Smith (Extension) / Dr. Roger Parker (TVMDL).

14. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS

As required by 1 Texas Administrative Code, Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only):

- 14.1 Effective September 1, 2006, the Agency shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- 14.2 Vendor shall provide the Agency with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Agency with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.