REQUEST FOR PROPOSAL

RFP 555-19-1

Texas A&M AgriLife Extension Service

Trade Show Exhibit

PROPOSAL MUST BE RECEIVED BEFORE: April 26,2019 by 3:00 p.m. CST

MAIL PROPOSAL TO:

Texas A&M AgriLife
Purchasing Department
2147 TAMUS
College Station, TX 77843-2147

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M AgriLife
Purchasing Department
578 John Kimbrough Blvd, Room 419
College Station, TX 77843-2147

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at the **Texas A&M AgriLife Purchasing Department** 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:

Dee Ann Schneider, CTPM
Texas A&M AgriLife Purchasing Dept.
578 John Kimbrough, Rm 416
College Station, TX 77843-2147
da-schneider@tamu.edu
979-845-4771

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SECTION 1
INTRODUCTION

1.1 Introduction and Overview

Texas A&M AgriLife Procurement Services (Agency) (AgriLife Extension) is issuing this RFP for the design, development and construction of a Tradeshow Exhibit Booth. The Agency has a need to implement an upgraded, more professional, interactive booth setup to ensure we have the best available tools to effectively engage our audience and improve their learning processes. In addition, the Agency wishes to insure the setup is robust enough to sustain expansion at facilities of all types, enable the staff to meet the learning styles of a wide age-range of visitors, and accomplish all of this with a sustainable economic process.

1.2 History

1.2.1 Origin

In 1915, the Texas Legislature established the state agency known today as the Texas A&M AgriLife Extension Service. Impetus arose from the federal Smith Lever Act, enacted May 8, 1914, which instituted extension education as a formal function of the nation's land-grant universities. An American innovation, extension education serves the people and the public good by extending scientific advancements and practical knowledge beyond the laboratory and classroom. Today, each state's land-grant university system administers an extension education component, collectively referred to as the national Cooperative Extension Service.

1.2.2 Background

The Agency is a member of the Texas A&M University System, which is governed by the Texas A&M University System Board of Regents. The Agency is a unique outreach education agency with a statewide network of professional educators, trained volunteers, and county offices. It reaches into all 254 Texas counties to address local priority needs. The Agency delivers research-based educational programs and solutions for all Texas.

We provide programs, tools, and resources – local and statewide – that teach people how to improve agriculture and food production, advance health practices, protect the environment, strengthen our communities, and enrich youth. AgriLife Extension demonstrates the latest technology and best practices to improve the state's food and fiber system, which serves all Texas consumers and contributes nine percent of the gross domestic product. Texas 4-H, our primary youth program, engages some 600,000 youth every year in learning projects, leadership development, and community service.

Collaborative programs enable extension educators and their partners to extend resources and prevent duplication of services. In total, extension personnel and extension-trained volunteers achieved nearly 23 million direct teaching contacts, including distance education via the Web, in fiscal year 2015.

1.2.3 Mission

Through the application of science-based knowledge, we create high-quality, relevant continuing education that encourages lasting and effective change.

1.2.4 Vision

AgriLife Extension helps people learn and benefit from proven research and sound, unbiased information. The Agency provides targeted educational and technology transfer programs, based on grassroots requests, to help Texans prevent or mitigate problems and address high-priority community issues. Extending Knowledge. Providing Solutions. Changing Lives. These are the hallmarks of the extension education mission. Generally, the Agency organizes its educational programs under the four broad areas of agriculture and natural resources, family and community health, 4-H youth development, and community resource development. To understand more about the Agency's program areas, visit the Agency website: https://agrilifeextension.tamu.edu/.

1.3 Project Summary

Objectives

This project will involve selecting an Exhibit Design Planner to develop, design and produce a unique tradeshow booth for the AgriLife Extension Healthy Texas initiative which serves its education mission in part by effectively showcasing programs offered by the agency. The need for an Agency exhibit that extends its reach to amplify the expertise and capabilities of the Agency is a core component of the Agency's strategy. The goal of the project is to select an exhibit design planner that can provide an innovative, professional, modular booth that has a multi-level approach to showcase various programs targeting a wide age-range. The Agency's mission is focused on the adult continuing education market with a lesser focus on both extracurricular and in-school experiences for students in K-12. Some of the core objectives of this project are:

- Implementation of a modern Tradeshow Exhibit that will allow the Agency to consolidate content and showcase multiple programs currently in place
- Provide a modern, hands on, interactive user experience for visitors that support multiple device platforms, including mobile, av, and tablet.
- Allow Agency experts and specialists to more easily draw visitors in and connect with them in a program area that meets their personal needs.
- Allow the Agency to showcase content unique to various audiences
- Allow the Agency to leverage the new platform to implement workflow and processes where possible to support quality, consistency and measurable compliance standards across the Agency.
- Delivery of the required solution in a cost-effective and timely manner while not sacrificing the quality
- Long term (3-5 years) exhibit solution with modular options, with an innovative and technologically advanced design.
- Provide an exhibit to better educate people about the three main program areas – AG- FCH and 4-H

1.4 Project Outcomes

The following describes some of the outcomes that AgriLife expects once the new Tradeshow Exhibit is in place:

- Capability for a Learner Centric Approach during Face to Face Interactions

  The new Tradeshow Exhibit will be able to provide the needed functionality for serving the various learning needs of the diverse groups and age-range of visitors currently engaged by AgriLife at events statewide. These functional requirements can be different depending on the learner groupings and topics. Various features, tracking functionality, branding, and setups will be required to serve these different groups.

- Audience Scope

  The Exhibit will allow our agents to more effectively communicate the scope of the Agency's research-based knowledge and visitors will see AgriLife as the go-to organization for information on health, chronic disease, and agriculture. Connect agriculture and health.

- Tools for Online Learning

  The new exhibit will allow us to interact with more visitors and drive those individuals back to our website and social media applications so they can stay connected with us once they walk away.

- Cost effective sustainable solution

1.5 Respondent Responsibility

By submitting responses, each Respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each Respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 180 days from the submittal deadline date and may be subject to further extensions as negotiated. A statement to this effect should be contained in the Respondent 's cover letter.

This RFP contains specific requests for information. Respondents are encouraged to examine all sections of this RFP carefully, in that the degree of interrelationship between sections is critical. In responding to this RFP, Respondents are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFP have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope of intent of the respective clauses. Whenever the terms “must", "shall", "will", "is required”, or "are required” are used in the RFP, the subject being referred to is to be a required feature of this RFP and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the Respondent's response. Any deviation or exception from RFP specifications must be clearly identified by the Respondent in its submittal.

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of Respondent’s ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content, and responsiveness to the offer requirements. Expenses for developing and presenting submittals shall be the entire responsibility of the Respondent and shall not be chargeable to the Agency. All supporting documentation and manuals submitted with this submittal will become the property of the Agency unless otherwise requested by the Respondent, in writing, at the time of submission, and agreed to, in writing, by the Agency.

1.6 Schedule of Events

Respondent must submit its Proposal to the Agency in time for verification and confirmation that each Proposal is received and documented in accordance with the due date and time indicated in the schedule below.

Event	**Date**
Issue RFP	April 5, 2019
Deadline for Submitting Questions	April 11, 2019
Official Response to Questions	April 18, 2019
PROPOSAL/RESPONSE DUE DATE/TIME	April 26, 2019 3 pm central time
Oral Presentations /Demos (if required)	May 3, 2019
Purchase Order Issued	May 13, 2019

The Agency reserves the right to revise this schedule or any portion of this RFP by published Addendum on the Electronic State Business Daily (ESBD). http://www.txsmartbuy.com/sp

SECTION 2
SPECIFICATIONS, QUESTIONS/ANSWERS, STATEMENT OF REQUIREMENTS

2.1 Scope of Work

MARKETING CRITERIA

Describe your company's image:

AgriLife Extension is a research based educational organization focused on lifetime learning with programs that engage individuals from youth to adults. In recent years our focus has shifted from agriculture alone to connecting agriculture and health.

Is there any need to change your image? If so, why? :

No, when people see AgriLife most of them think of Texas A&M University. This draws them in which gives us a chance to explain what AgriLife extension really is and tell them more about programs we offer. We want people to understand that AgriLife is more than youth and 4-H.

What are your tradeshow/event objectives?

1. Create awareness about AgriLife and the Healthy Texas initiative
2. Educate people about the three main program areas – Ag, FCH, 4-H
3. Connect agriculture and health

These objectives are listed in order of importance for an adult audience. When the focus of the group shifts to youth then the objectives would be prioritized 3,2,1

What market is your company in?

We are an educational agency. A member of the Texas A&M University System.

How are you currently marketing your products and/or services?

We have 254 county offices, some small-scale exhibits at stock shows and events across the state as well as online learning opportunities and research-based websites.

Do you have a Corporate tagline?

Our agency mission is "Helping Texans better their lives"

How many divisions do you have? How will these divisions be presented within the exhibit space?

Agriculture & Natural Resources (Ag), Family & Community Health (FCH), and 4-H.

Will there be any new products and/or services introduced at your next show?

Yes, the programs, services and curriculums we will showcase are constantly changing depending on the event and the expected target audience.

Who is your target audience and why?

Youth and adults because we serve a wide range of people and offer a variety of programs to meet the needs of individuals throughout their lifetime.

How do your products and/or services *"benefit"* your target audience?

Youth and adults because we serve a wide range of people and offer a variety of programs to meet the needs of individuals throughout their lifetime.

How can you project these benefits to your target audience, within 5 seconds?

A catchy visual that makes a statement and shows there are 5 big things happening at one agency and there is something for everyone. We want to convey the message, "Come see what we can offer!" and draw them in to our exhibit. We want them to walk away knowing there are opportunities available and more specifically, where they can plug in.

Who are your main competitors?

We provide unique opportunities and while we don't see any other organization as a direct competitor in regard to services offered, our competitors will be all the other exhibits at any given show where we are set up. We need an exhibit that draws people to us and gives us the chance to share our information.

What sets you apart from your competitors?

We are unique in our approach because we have the ability to provide research-based information delivered by local agents. We have people on the ground in all 254 counties state wide!

What are your tradeshow/event objectives? (gain new business? increase brand awareness? Reinforce client relationships?)

Our main goal is to increase brand awareness and improve industry perceptions. We want people to know that AgriLife is more than just 4-H and youth. We offer learning opportunities for all ages on a wide range of topics

EXHIBITING PROCESS

What challenges and successes have you experienced with your current exhibit?

Challenge – We offer a broad spectrum of programs and we don't know what to say and how to share that information concisely to help people get plugged in.
Success – We are getting out and people in urban areas have a chance to learn more about AgriLife and what we offer.

What is the motivation to change your current exhibit design or process at this time?

New leadership supports the idea of cohesive look that represent the agency's mission.

What kind of results would your team need to see, to declare that your show or event was successful?

Our success is measured first by numbers reached at the booth, and then by our ability to retain those reached by continuing to see a rise in our social media following and interactions. Current traffic into the facility is estimated to be 100,000 people.

When an attendee enters your booth, what is the procedure you have in place?

To instantly approach, talk to them, and give them something which directs them back to our online presence in hopes that they will connect with us and take advantage of opportunities that interest them. We use volunteers for these events.

Upon leaving your booth, what do you want them to remember most about your company?

We want people to know where they plug in and we want them to get involved when they leave.

How many staffers do you have in the booth at any particular time?

2 - more than 2 is a waste of volunteer time and effort

What attributes do you like the best about your current exhibit vendor?

n/a

What would you like your current vendor to do differently, that would improve your experience?

n/a

EXHIBIT CRITERIA

Why is an exhibit change being considered at this time?

We want to debut our new exhibit at the 2019 State Fair of Texas in Dallas. We will need the complete setup delivered on or before September 23, 2019 for the agency to set up- see options.

Current display is a mixture of different resources each year. See Photos attached

We like the fabric backgrounds because they are easy to set up and take down. They are light weight and easy to transport, and easy to clean. They can be arranged multiple ways or can be used independently of one another to set up at a smaller space. Can the design allow for changing out of agency backgrounds?

Note that some of the exhibit environments are very more environmentally challenging as they are very dusty.

Rank in order of importance, your exhibit components (with #1 being the most important):

[2] Design Image [1] Budget [3] Modularity

[4] Ease of installation/dismantle [4] Freight and Storage Costs [ ] Other

Please indicate your structural preferences:

[x] Angular – Simple Lines [ ] Circular – Rounded, Soft [x] Symmetrical

[ ] Asymmetrical [ ] Hanging Structures [x] Fabric

Other ____
See drawing regarding some

Please indicate your exhibit style preferences:

[ ] Conservative [ ] Progressive [ ] Contemporary

[ ] High Tech [ ] Industrial [x] Themed

Please indicate your color preferences:

[x] Corporate Colors Only [x] Corporate Colors with Accents [ ] Wood Accents

[ ] Metal Accents [x] Other ______________________________________

MEETING AREA(S):

[x] Open Meeting Area(s) [ ] Semi Private Area(s) [ ] Closed Conference Area(s)

[ ] Lounge [ ] Elevated Meeting Area(s) [ ] Deck

Please indicate your furniture preferences for your meeting area(s): NONE

[ ] Standard Table & Chairs [ ] Bar Height Table & Chairs [ ] Couches & Cocktail Tables

[ ] Seating 1-3 [ ] Seating 4-8 [ ] Other ___open area is for meeting with individuals______________

RECEPTION- Please indicate if any of the following needed in your reception area:
We will use the reception counter with under storage for brochures etc.

[x] Locking Storage [ ] Literature [ ] Lead Retrieval

[ ] Shelving [ ] AV/iPad [x] Other___Counter_______________

How many will be staffing the counter(s) and will they be seated?____No seating________________________

WORKSTATIONS- Please indicate if any of the following needed: -NONE NEEDED

[ ] Locking Storage [ ] Literature [ ] Seating

[ ] Shelving [ ] AV/iPad [ ] Other__________________

LITERATURE: What is the best way for your clients to receive your literature? – See list of priorities

[x] Central Dispenser/Accessible [ ] Featured next to Product [ ] Mailed After Show

[ ] Controlled Handout [ ] Other ________________ __________________________

STORAGE: How much storage do you require?

[ ] Literature: Quantity_______ [4] Briefcases/Laptops [ ] Give-A-Ways: Qty_____

[ ] Samples: Quantity________ [ ] Other: need to be able to accommodate varied sizes of literature _________________

Agency is Agriculture/Nature related so colors found in Nature that go with the Corporate colors

LIGHTING: Option – Depends on Funds - See list of priorities

[ ] Product Lighting [x] Feature Spots [ ] Backlighting

[ ] Special Effects [ ] Other_________________

AUDIO/VISUAL:

[x] Monitor Screens: Size___42"___ [ ] Presentation Screen(s) [ ] Theater

[x] Looping Video [ ] Sound [x] DVD/Laptop

[x] Mouse/Keyboard [ ] Internet [ ] Other____________________

SERVICES PRESENTATION: How will your services be presented?

[x] Graphic Display Only [ ] Pedestals [ ] Workstations

x	Shelves option only		Counters	x	AV Demonstrations
	Theater Presentations		Product Demonstrations	x	Other___games/demonstrations_________________

EXHIBIT DESIGN ELEMENTS

What do you like and/or dislike about your current exhibit?

We dislike the finished look of our space. It is not a professional, cohesive unit and it doesn't provide us with an intentional defined space. The content inside is too program specific and we would like to focus on AgriLife as a whole and what it can offer to all audiences.

One area of concern with our location is that people use it a s short cut as we are located at the intersection of two primary hallways. So we would like the design to discourage the shortcut. See drawing and photos attached. Dotted line indicates where there could be panels in L shape to make a corner and also to provide reception/counter/short all about 10' long as one option to break traffic flow

What have you seen in other exhibits that you like or dislike?

Please see examples in links below. We like a cohesive finished product that goes together. We also like a large visual or interactive focal point to draw people in.
http://www.squaremeals.org/CommunityInvolvement/Events/Archives/VirtualStateFair.aspx

https://www.google.com/imgres?imgurl=http%3A%2F%2Fseedsurvivor.com%2Fwp-content%2Fuploads%2F2018%2F09%2FExhibit_VR_sm-e1536680197781.jpeg&imgrefurl=http%3A%2F%2Fseedsurvivor.com%2F&docid=LwHBgjXQLXb3JM&tbnid=I96ThJ2_ffVREM%3A&vet=10ahUKEwi89q2Xg6XgAhXr7IMKHfiRAWAQMwhBKAIwAg..i&w=1011&h=550&bih=969&biw=1920&q=nutrien%20exhibit&ved=0ahUKEwi89q2Xg6XgAhXr7IMKHfiRAWAQMwhBKAIwAg&iact=mrc&uact=8
https://www.google.com/imgres?imgurl=https%3A%2F%2Fi.pinimg.com%2Foriginals%2F98%2Fa2%2Fa8%2F98a2a880f1b1e3afb639e35d8f2ea30a.jpg&imgrefurl=https%3A%2F%2Fwww.pinterest.com%2Fpin%2F312859505346255162%2F&docid=vWrS-b_EpOl1vM&tbnid=_lhH2SQTQGrc-M%3A&vet=10ahUKEwjTjKSihKXgAhUmTd8KHedaAl8QMwg-KAAwAA..i&w=960&h=706&bih=969&biw=1920&q=mg%20design%20fresh%20ideas&ved=0ahUKEwjTjKSihKXgAhUmTd8KHedaAl8QMwg-KAAwAA&iact=mrc&uact=8

What should be featured or emphasized in your new exhibit?

The Texas State Fair Exhibit space itself is 20' x 20' at the Texas State Fair. Height limitation is 8' because of an infrared fire alarm sensor at 9'6". There are no lighting codes or sightline rules that we are aware of. The facility electricity is limited to 110-volt system. The location includes 8 plugs, but only 2 outlet boxes at opposite corners, diagonal across the booth, located at front left and right rear. Electrical cords are run from the outlets.

Will your new exhibit need to be reconfigured for other booth sizes?

Yes, need a 20' x 20' x 8' H modular booth with flexibility to condensed to a 10' x 15', 10' x10', 5' x 10' or 5' x 5'
Pricing should be based on 5' sections to allow flexibility with limited budget of $50,000 with 10% contingency based on what is provided in the initial $50,000. Panels to be priced in 5 ' x 5' x 8' h panels with possibility of 11 panels used.

Are there any activities planned to attract your target audience?

- [ ] Live Presentations
- [ ] Demonstrations
- [ ] Contests
- [ ] Promotional Offers
- [ ] Games
- [x] Audio/Visual
- [ ] Seminars/Lectures
- [ ] Drawings
- [ ] Other

GRAPHIC CRITERIA

Do you have internal graphic design support, or are you working with an advertising agency?

[x] Yes [ ] No

be collaborating/interfacing with either? [x] Yes [ ] No

Are you interested in 2020 Exhibits designing a custom graphic package for the new exhibit design?

[x] Yes [ ] No optional to have the design work done.

Do the exhibit graphics need to match any existing materials or adhere to corporate branding standards? (marketing story, company colors, existing graphics/collateral etc.)

[x] Yes [ ] No company logos and colors, please see branding guidelines attached above

If yes, please supply support documents (i.e. Corporate brand guidelines, Pantone colors etc.)

Yes – Aggie Maroon 7421, Cool Grey 11, Blue Pantone 302

Do you have professional photography available?

[x] Yes [ ] No

Are you interested in purchasing stock photography?

[ ] Yes [x] No

Will your graphics be changing from show to show?

[x] Yes [ ] No

Depending on which AgriLife program we are highlighting, but the main company colors and design will stay the same.

What formats have you considered for displaying your graphics?

☐ Light Box (backlit ☐ Column wraps ☒ Wall graphics ☒ Banners ☒ Hanging signs

Yes -Detachable, LCD Displays No – Column Wraps, Light Box (backlit)

Do you currently have Vector files of your logo ?

☐ Yes ☐ No

MEASUREMENT CRITERIA

Tell us about your current tradeshow/event measurement.
See photos – for current usage of 20' X20" area

We need a booth designed for a 20x20 space with the flexibility to reduce that setup at smaller events.

Do you measure your Return On Investment (ROI) for the tradeshows/events you are attending?

☐ Yes ☐ No

If yes, what criteria do you use to measure the overall success of your tradeshow/event?

Yes – How many people were we able to draw in with our booth and how many of those individuals connected with us after the initial interaction.

Are there any specific metrics you would like to measure?

☐ Yes ☐ No

If yes, please define/describe:

Yes – How many visitors did we have at our booth throughout the event?

Please describe in order of importance, with #1 being the most important, what results you want to accomplish as part of your tradeshow/event participation:

3 Reinforce marketing position	☐ Meeting with existing clients	1 Creating brand awareness
☐ Creating a market perception	☐ Showing new products	5 Showing new services
☐ Product education	2 Service education	4 Acquiring new leads
☐ Setting appointments	☐ Meeting with clients	☐ Selling product on-site

Other:

MARKETING SERVICES

What marketing services will you be requiring from your tradeshow partner? Please rank in the order of importance, with #1 being the most important:

1 Exhibit Design	2 Graphic Design	3 Exhibit Construction
☐ Graphic Production	☐ Pre-show Marketing	☐ Public Relations
☐ Marketing Materials	☐ Video Content	☐ Promotional Products
☐ Copywriting	☐ 3D Animations	☐ Web/internet Design

Other:

EXHIBIT SERVICES Optional – to be determined based on Funding

What exhibit services will you be requiring from your tradeshow partner? Please rank in the order of importance, with #1 being the most important:

[ ] Pre-Show Staging	[ ] Shipping and Handling	[ ] Furniture Rental
[ ] Show Services	[X] Installation & Dismantle	[ ] I&D Supervision
[ ] AV Rental/Set Up	[ ] Electrical/Rigging	[ ] Material Handling
[ ] Lead Management	[x] Flooring	[ ] Coffee Maker
[ ] Refrigerator	[ ] Internet	[ ] Cleaning
[ ] Floral	[ ] Product/Promotional Delivery	[ ] Beverages/Food
[ ] Water/Drain	[ ] Fan(s)/Air	[ ] Special Effects
[ ] Event Management	[ ] Exhibit Storage	[X] Exhibit Maintenance
[ ] Program Management	[ ] Program Measurement	[ ] Staffing

Other:

SHOW CRITERIA

Tradeshow/Event Information:

Tradeshow/Event Name:	2019 State Fair of Texas -
Date of Tradeshow/Event:	September 23, 2019
Booth Number:	Go Texan Facility Located in the same space every year
Location of the Tradeshow/Event:	2019 State Fair of Texas -
Advanced Warehouse Dates:	na
Direct to Show Shipping Dates:	Set up 9/3 and completed no later than 9/25 COB

For the best exhibit design results, please provide us with the following support materials:

- [ ] Tradeshow/Event Floor Plan
- [ ] Tradeshow/Event Rules & Regulations
- [x] Plans/Photos of Existing Property
- [ ] Current Brochures/Marketing Materials

☐ Corporate Standard Manual

☒ Logo Files see links

☒ Pantone Colors

☐ Fonts

Priority list of requirements: Vendor to provide

Texas A&M AgriLife has a budget established of $50,000. The agency has identified and prioritized the needs.
The agency will decide which company to award to based on best value. The company that provides the most of the design priorities for the fixed price will receive the most cost points.
Vendor to provide: In order of importance -

1. Construction & Design for Basic Exhibit
   1) 20’ X 20‘ X 8’ h - modular to be able to reconfigure easily – list the possible reconfiguration sizes.
   Provide drawings.
   2) Reconfiguration options: 10’ x 15’, 10’ x 10’, 10’ x 5’
   Provide drawings.
   3) ADA compliant Exhibit
   4) The exhibit may be used in a harsher environment so address outdoor use possibilities and upcharge to do so.

2. Counter/Reception
   To include counter/reception approximately 5’ with under lockable storage

3. AV - Must be able to mount on wall panels – agency owned 2 ea. 42” monitors

4. Storage - Lockable storage cabinet to accommodate 4 laptops must have ports for wires to connect to monitors and provide for ability to run electricity by using extension cords. Requires vents or cooling fan. Adjustable shelves.

5. Flooring- carpet – or approved alternate – must be able to reconfigure to meet the varying size of exhibit being utilized list options
   1) Option to rent carpet

6. Lighting - Option
   1) Option 1. Identify key area spot lighting. Provide product details and pricing
   2) Option 2 Provide list of basic lighting options and pricing for future year purchase

7. Literature & Brochure Display – Provide options for different sized literature, 8.5x11, tri-fold, half sheets include photos and pricing.
   1) Panel Mounted
   2) Free Standing

8. Shelving - Option for 10’ of adjustable shelving to mount on wall panels

9. Graphic Design & Marketing Services - Provide direction, ideas and design regarding Branding – i.e. sign sizes and locations to showcase the agency/programs – Provide Hourly rate and amount of initial services that are include in the basic design if any.

10. Storage – Option for 12 to 16 cubic feet, not more than 20 cubic feet to store boxes of publications

11. Electrical – Option -we use extension cords
    If there is an option that can be incorporated to provide electricity at the base of the panels please provide details and costs

12. Shipping containers and crating- Provide details, weight and instructions. Video demo to show how unit will be taken down and placed in containers for transport

13. Installation - option -dates - 9/23/201919 completed by 9/25/2019 COB
    1) Provide details on how the exhibit will be assembled- i.e. video-
    2) Provide information How to properly store and transport the display at events.
    3) Set up and installation Service- Optional - If the agency desires set up and installation for the initial please provide cost

14. Takedown/ disassembly/packing – option dates 10/21-2019-/10/22/2019 COB
    Provide details on take down/disassembly – i.e., video, demos
    Note: Agency will provide truck for transporting back to agency location.
15. Training – Option – Training on how to assemble and disassemble for agency staff – explain number of days and cost
16. Provide detailed instructions on assembly, disassembly and packing. Parts to be labeled.

I. Explain the components of the basic exhibit structure, outside skin, mode of fasteners, and any creative features used in construction.
II. Explain the Agency's responsibilities for maintaining, i.e. cleaning, etc. to keep the exhibit in good order.
III. Provide a list of materials and finishes used in constructing the exhibit.
IV. Provide details on the weight, durability, and appearance of the materials.
V. Describe how the exhibit is designed to stand up to repeated uses.
VI. Provide details on the warranty offered - Agency is requesting minimum of 1year warranty.
VII. Provide details on technical support offered – what is included with purchase?
VIII. Provide extended warranty and technical information and pricing
IX. Provide information on maintaining fabric.
X. Provide an overview of the service included
XI. Provide details on how the unit will be shipped based on size of unit.
XII. Explain how the process works when going from 20'x20' to a 5'x10' or 5'x 5' as knowing how to ship what is necessary to go from one size to another.
XIII. Wheels yes or no
XIV. Will we be able to transport in hotel elevator?
XV. Provide an example of directions and detailed drawings that

2.2 Term of Contract – Initial purchase and establishment a master blanket agreement for future purchases no to exceed 3 years.

SECTION 3
REQUIREMENTS

3.1 Statement of Qualifications

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

3.1.1 Executive Summary

Proposal shall include an executive summary that provides a general overview of the organization and summarizes the duties of all key personnel. Proposal shall include the identification of any subcontractors and affiliated individuals or firms that will assist the Respondent in performing the work. Proposal shall include a statement to indicate interest and availability to provide the required services. Provide company website URL. Any credentials required to perform requested services shall be included. Each Respondent must complete a Respondent Information Form (Attachment B). Provide information regarding business model and approach such as:

- Corporate mission statement, vision, or business philosophy
- Company values and how they are demonstrated via performance with clients
- Service approach with clients similar in size
- Skills and capabilities that provide an advantage over competitors

3.1.2 Experience

Describe services your organization has provided in the past five (5) years that demonstrates your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities or state agencies.

3.1.3 Key Personnel

Provide a list, by name and title, of all key personnel, roles, resumes, and responsibilities to be involved in the contract performance. Include a biography that includes his/her educational background, technical capabilities, credentials, certifications, length of time with your company, and job related experience with a list of specific efforts he/she has supported. Disclose any current or former employees who are current or former employees of the member. Disclose any proposed personnel who are related to any current or former employees of the member.

3.1.4 References

Provide a list of customer/client references from customers who can document the Respondent's capability to supply the services as outlined in this RFP. Include a minimum of three (3) references. Include company name, project description, contract value, contract term, contact names, position, telephone number and email address for each reference listed (Attachment C – References).

3.1.5 Technical Response and Project Approach

Respondent proposals shall clearly detail the Respondent's ability to successfully provide the requested services. The proposal shall include an in-depth discussion of the Respondent's approach and process to achieving the RFP's goals, objectives, and/or deliverables.

- Account Services/Project Management
  - Structure of account-management team
    - Organizational chart and detail of key staffers' roles, responsibilities, special talents, and industry experience
  - Preferred communication methods between clients and account-management team
  - Policy on client accountability
- Use of Information Technology
  - Computer- and web-based systems and tools used to service clients
    - Value these services bring to your clients
    - Training clients receive to use the tools

3.1.6 Financial Responsibility

The Agency reserves the right to require any information necessary to assess the financial integrity and responsibility of a Respondent and to reject a response on the grounds of the Respondent's financial soundness. Including but not limited to any of the following:

- Dunn & Bradstreet (D & B number)
- Annual report
- Annual sales revenues for the last three years
- Plans for new acquisitions, divestitures, or sales of the company
- Financial and banking references
- Three vendor financial references
- Detail of any outstanding litigation or insurance actions

SECTION 4
EVALUATION CRITERIA

Submission of a proposal indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the Agency during the assigning of points.

4.1 Selection Criteria

The Agency will select a Vendor by using the competitive sealed proposal process described in this section. Any proposals that are not submitted by the Submittal Deadline or deemed non-responsive due to material failure to comply requirements of this RFP will not be considered further. Upon completion of the initial review and evaluation of proposals, the Agency may invite one or more selected Respondents to participate in an oral presentation.

Each proposal shall be evaluated on the ability to meet the Agency's requirements and to provide the best value to the Agency. Proposals shall be evaluated by assigning points to each of the items below.

The Agency will collectively develop a composite preliminary rating which indicates the group's collective ranking of the highest rated proposals in a descending order based on technical evaluations. The Agency may at its option, then conduct interviews/demonstrations with only the top ranked Respondents, usually the top two (2) or three (3) depending upon the number and quality of the proposals received.

The Agency may make the selection of Vendor based on the proposals initially submitted, without discussion, clarification or modification. In the alternative, the Agency may make the selection of Vendor based on negotiation with any of the Respondents. In conducting negotiations, the Agency may discuss and negotiate all elements of proposals submitted by Respondents within a specified competitive range. For purposes of negotiation, the Agency may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposals. In that event, the Agency may defer further action on proposals not included within the competitive range pending the selection of Vendor; provided, however, the Agency reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of the Agency.

After the Submittal Deadline but before final selection of Vendor, the Agency may request Respondent to revise its proposal in order to obtain the Respondent's best and final offer. In that event, representations made by Respondent in its revised proposal, including price and fee quotes, will be binding on Respondent. The Agency is not obligated to select the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to the Agency overall, as determined by the Agency.

The Agency reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Respondents, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, and to make multiple awards if deemed to be in the best interest of the Agency.

The successful Vendor will be selected based on the following criteria and points:

Criteria	Possible Points
Respondent's compliance with the terms, conditions, delivery and specifications of the RFP. Respondent's ability to meet and/or exceed the specifications. Quality of construction, workmanship Design Image Exhibit design – "Wow" factor, distinctiveness, memorability Modularity, Ease of installation/dismantle , installation and disassembly instructions/training Freight and Storage Cost	65
Respondent's experience and references, which demonstrate to the Agency's satisfaction the expertise and past performance of the vendor. Business history and financial stability	25
Cost as detailed on Attachment F - Costs Sheet Overall costs: new build, ongoing costs, and ability to mitigate costs, number of features that are within the budget of $50,000	10
TOTAL	100

4.2 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the proposal information to the Agency.

The Agency may conduct reference checks with other entities regarding past performance. The Agency may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the federal government. Further, the Agency may initiate such examination of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of the Agency, and any negative findings, as determined by the Agency, may result in non-award to the Respondent.

4.3 Best Value and Award

Under Section 51.9335 of the Texas Education Code in determining what is the best value to an institution of higher education, the Agency shall consider the purchase price, the reputation of the Respondent and of the Respondent's goods or services, the quality of the Respondent's goods or services, the extent to which the goods or services meet the Agency's needs, the Respondent's past relationship with the Agency, the impact on the ability of the Agency to comply with laws and rules relating to historically underutilized businesses (HUBs) and to the procurement of goods and services from persons with disabilities, the total long-term cost to the Agency of acquiring the Respondent's goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor. However, there is no guarantee that an award or any contract will result from this solicitation.

The Agency intends to make an award to one (1) Respondent, based on pricing for all items, that provides the best value to the Agency. The Agency will utilize an evaluation team for the evaluation of this RFP. The Agency will evaluate and make the award on the proposal that is determined to be the best value to the Agency based on, but not limited to the criteria listed above.

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

Should the Agency be unable to agree on final agreement terms and conditions with the highest ranked Respondent, an Agency representative(s) will then negotiate with the second-ranked Respondent or reissue the same or modified version of this RFP.

Provide the contact person within your company for the purposes of this RFP.

- **Name:**
- **Address:**
- **Telephone #:**
- **E-mail:**

The Agency reserves the right to reject any and all proposals.

SECTION 5
COSTS

5.1 Pricing/Costs

Respondent proposals shall include a completed "Attachment F – Costs Sheet". 2 sheets required to be completed.

(ADDITIONAL INFORMATION AS NECESSARY.)

SECTION 6
GENERAL INFORMATION

6.1 Submittal Deadline and Location

All responses must be received by Texas A&M AgriLife no later than **April 26,2019 at 3:00 p.m. CST**
Responses are to be submitted to:

U. S. POSTAL SERVICE:	**HAND DELIVER AND/OR EXPRESS MAIL/FED EX/UPS TO:**
Texas A&M AgriLife Purchasing Department 2147 TAMUS College Station, TX 77843-2147	Texas A&M AgriLife Purchasing Department 578 John Kimbrough Blvd., Room 419 College Station, TX 77843-2147

Late responses properly identified will be returned to Respondent unopened. **LATE RESPONSES WILL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.**

6.2 Deadline for Questions

The deadline for questions is April 11, 2019 by 5:00 p.m. CST. The Agency's responses to questions will be posted via an addendum to the ESBD on April 18, 2019, or as soon thereafter as practical. All questions concerning this RFP are to be directed in writing to the Agency Point-of-Contact identified in Section 6.4. Respondent may not contact other individuals at the Agency to discuss any aspect of this RFP, unless expressly authorized by the Purchasing Department to do so. Respondents must reference the appropriate RFP page and section number in its questions and must submit them by the deadline.

The Agency will also post any amendment to this solicitation as an addendum on the ESBD. Interested parties are responsible for periodically checking the ESBD for updates to the RFP prior to submitting a proposal. Respondent's failure to check the ESBD will in no way release the selected Vendor(s) from the requirements of any addenda or additional information, nor will any resulting additional costs to meet the requirements be allowed after award(s). Acknowledgement of all addenda shall be completed by the Respondent on Attachment E – Execution of Offer.

Respondents must notify the Agency of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the RFP in the manner required and by the deadline for submitting questions. If a Respondent fails to notify the Agency of such issues, Respondent submits its proposal at its own risk, and if awarded a contract: (1) waives any claim of error or ambiguity in the RFP or resulting contract, (2) will not contest the Agency's interpretation of such provision(s), and (3) is not entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

In its sole discretion, the Agency may respond to questions received after the deadline. Additionally, the Agency reserves the right to amend answers prior to the proposal submission deadline.

Only those inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

6.3 Organization and Proposal Components

The Agency may disqualify responses received without the required documentation identified below:

SUBMITTAL CHECKLIST	
	Executive Summary
	Experience
	Key Personnel
	Technical Response and Project Approach per Section 3.1.5
	Attachment A – Insurance Requirements * DEPENDING ON AWARDED SERVICES
	Attachment B – Respondent Information
	Attachment C – References
	Attachment D – Non-Collusion Affidavit
	Attachment E – Execution of Offer
	Attachment F – Costs Sheet

Respondent shall provide one (1) original, one (1) copy and two (2) *virus free* flash drives of the complete RFP response as specified above.

All flash drives 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. The Agency prefers image files to already be inserted as part of a document such as a PDF. Individual image files on the flash drive 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 flash drive 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.

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

Telephone and/or facsimile (Fax) responses to this RFP are not acceptable.

6.4 Texas A&M AgriLife Contacts

The Agency specifically requests that Respondents restrict all contact and questions regarding this RFP to the below named individual.

Failure to comply with these requirements and communications with anyone other than the Point-of-Contact without express prior approval may result in disqualification of a response.

Respondents may not use this e-mail address for submission of a response.

Point-of- Contact

Dee Ann Schneider, CTPM, Texas A&M AgriLife Purchasing, 2147 TAMU, College Station, TX 77843-2147, 979-845-4771, da-schneider@tamu.edu. Physical address for overnight delivery 578 John Kimbrough Blvd. Room 416.
After award of any contract resulting from this RFP, all requests for contract changes and all communications relating to the contract will be processed through the Purchasing Office.

6.5 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondent's offer.

Agency shall mean Texas A&M AgriLife Extension Service.

AgriLife shall mean Texas A&M AgriLife Extension Service 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 for the scope of work under this RFP in accordance with the terms, conditions, and requirements herein.

HUB shall mean Historically Underutilized Business.

Agreement shall mean an agreement/contract, documented by written instrument, between the Agency and the successful Respondent to provide the scope of work to the Agency.

6.6 Electronic State Business Daily (ESBD)

It is the responsibility of interested vendors to regularly check the ESBD website for any possible addenda to this project: Use Google Chrome only.
http://www.txsmartbuy.com/sp

The RFP is inclusive of all addenda issued.

6.7 Terms and Conditions

The Terms and Conditions shall govern any contract issued as a result of this RFP.

Additional or attached terms and conditions which are determined to be unacceptable to the Agency may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

SECTION 7
GENERAL TERMS AND CONDITIONS

7.1 General

These General Terms and Conditions shall be made a part of and govern any contract/purchase order resulting from this Request for Proposal.

The Agency reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on the evaluation criteria. Additionally, all Respondents are hereby notified that the Agency shall consider all factors it believes to be relevant. The Agency's decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

Failure to comply with the requirements contained in this 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 the Agency, 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 AgriLife Purchasing Department official identified in Section 6.4 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of the Agency.

The Agency 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 the Agency at its option.

This procurement will be conducted in accordance with Texas A&M University System Policy 25.07.03, and 51.335 of the Texas Education Code. Any contract resulting from this RFP shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of the RFP (including its attachments, exhibits, supplements, and addenda), the successful Vendor's proposal, any Agency request for a Best and Final Offer, and any successful Vendor's Best and Final Offer.

The purchase order is void if sold or assigned to another company without written approval of the Agency. Written notification of changes to company name, address, telephone number, etc., shall be provided to the Agency as soon as possible, but not later than thirty (30) days from the date of change. The Vendor remains responsible for the performance of the contract notwithstanding any such assignment or subcontract.

7.2 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with the Agency, the Agency 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 Vendor fails to remedy such failure or default within the ten (10) day period, the Agency shall have the right to cancel the agreement upon thirty (30) days written notice.

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

7.3 Termination

The contract may be terminated (for convenience), without penalty, by the Agency without cause by giving ninety (90) days written notice of such termination to the Vendor.

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

In no event shall such termination by the Agency as provided for under this section give rise to any liability on the part of the Agency including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. The Agency 's sole obligation hereunder is to pay the Vendor for products and/or services ordered and received prior to the date of termination.

7.4 Contract Amendments

No modification or amendment to the contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the contract must be forwarded to the Texas A&M AgriLife Purchasing Department for prior review and approval. Only the contract administrator within the Purchasing Department, or his/her designee, will be authorized to sign changes or amendments.

In the event the Respondent requires a contract or order form to be signed, the contract or order form must be returned with this proposal for review prior to any subsequent award. The Agency reserves the right to refuse consideration of a contract and may hold Respondent to any agreement entered into as a result of a purchase order being issued based on this proposal.

7.5 Independent Vendor Status

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with the Agency. The Agency 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 the Agency furnish any medical or retirement benefits or any paid vacation or sick leave.

7.6 Right to Audit

At any time during the term of any resulting contract and for a period of two (2) years thereafter, the Agency or duly authorized audit representative of the Agency, 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 any resulting contract. In the event such an audit by the Agency reveals any errors/overpayments by the Agency, the Vendor shall refund the Agency the full amount of such overpayments within thirty (30) days of such audit findings, or the Agency, at its option, reserves the right to deduct such amounts owing the Agency from any payments due to the Vendor.

7.7 Sales and Use Tax

Texas A&M AgriLife Extension Service, 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 Vendor may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

7.8 Observance of Agency Rules and Regulations

Vendor agrees that at all times its employees will observe and comply with all regulations of the Agency, including but not limited to parking and security regulations.

7.9 Non-Disclosure

The Vendor and the Agency acknowledge that they or their employees may, in the performance of any resulting contract 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 the Vendor or the Agency unless required by law.

7.10 Publicity

The Vendor agrees that it shall not publicize any resulting agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the Agency's name in connection with any sales promotion or publicity event without the prior express written approval of the Agency.

7.11 Severability

If one or more provisions of any resulting contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

7.12 No Waiver

Nothing in any resulting contract shall be construed as a waiver of the state's sovereign immunity. Any resulting contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under any resulting contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The Agency does not waive any privileges, rights, defenses, remedies, or immunities available to the Agency by entering into any resulting contract or by its conduct prior to or subsequent to entering into any resulting contract.

7.13 Governing Law

Any resulting contract shall be construed and governed by the laws of the State of Texas.

7.14 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 any resulting contract made by the Vendor:

a. Vendor's claim for breach of any resulting 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:

Mr. Bob Whitson, Texas A&M AgriLife Extension Service

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 the 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.

b. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of any resulting contract by the Agency if the parties are unable to resolve their disputes under subparagraph (a.) of this paragraph.

c. Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of any resulting contract by the Agency, nor any conduct of any representative of the Agency thereafter, shall be considered a waiver of sovereign immunity to suit.
   i. 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.
   ii. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by the Vendor, in whole or in part.
   iii. The designated individual responsible on behalf of the Agency for examining any claim or counterclaim and conducting any negotiations related thereto, as required under Section 2260.052 of the Texas Government Code shall be Mr. Bob Whitson.

d. The 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 the owner and the Vendor to attempt to resolve any claim for breach of any resulting contract made by the Vendor that cannot be resolved in the ordinary course of business. The Vendor shall submit written notice of a claim of breach of any resulting contract under this Chapter to the designated Agency individual, who shall examine the Vendor's claim and any counterclaim and negotiate with the Vendor in an effort to resolve the claim.

7.15 Indemnification

The Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of the Texas A&M University System, Texas A&M University, the Agency, 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 the Vendor or the acts or omissions of others under the Vendor's supervision and control.

7.16 Other Benefits

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

7.17 Texas Public Information Act and Confidentiality

The Agency is a governmental body subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552. All information, documentation, and other material submitted by the Respondent under this proposal is subject to public disclosure under the PIA. The proposal and other submitted information is presumed subject to disclosure unless a specific exception to disclosure under the PIA applies. If any material in the proposal is considered by the Respondent to be confidential or proprietary information, Respondent **must** clearly mark the applicable pages of the Respondent's submission to indicate each claim of confidentiality. Additionally, the Respondent must include a statement on company letterhead identifying all proposal section(s) and page(s) that have been marked as confidential. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by the Respondent as proprietary or confidential will be deemed subject to disclosure pursuant to the PIA. Respondent will irrevocably be deemed to have waived, and Respondent agrees to fully indemnify the State of Texas and the Agency from any claim of infringement by the Agency regarding the intellectual property rights of the Respondent or any third party for any materials appearing in the proposal.

By submitting a proposal, each Respondent agrees to reproduction by the State of Texas, the Agency, and other State agencies, without cost or liability, of any copyrighted portions of the Respondent's proposal or other information submitted by the Respondent to comply with any Legislative Budget Board (LBB) reporting requirements or other reporting requirements mandated by law.

The Respondent is hereby notified that the Agency strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. The Respondent shall be deemed to have knowledge of this law and how to protect the legitimate interests of the Respondent.

By submitting a proposal or offer:

a. Respondent acknowledges that the Agency is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to any resulting contract, as well as any other disclosure of information required by applicable Texas law.

b. Upon the Agency's written request, the Respondent will provide specified public information exchanged or created under any resulting contract that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to the Agency in a non-proprietary format acceptable to the Agency. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which the Agency has a right of access.

c. The Respondent acknowledges that the Agency may be required to post a copy of any resulting fully executed contract on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

7.18 Intellectual Property

Pursuant to any resulting contract, the Agency will license specified uses of certain of its intellectual property and assets during the term of the contract, as contemplated herein. However, the Agency 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 contract. The Vendor shall acknowledge the Agency's ownership of its intellectual property in any resulting contract and shall agree to assign any and all such intellectual property to the Agency at the expiration or termination of the contract, if requested by the Agency.

7.19 Ownership of Work Product

All work product, including any software, research, reports, studies, data, photographs, negatives, drawings, specifications, plans, computations, sketches, records, tapes, renderings, models, publications, statements, accounts, and other materials prepared by the Vendor in the performance of its obligations under any resulting contract (collectively "Work Material") will be deemed works for hire and the exclusive property of the Agency and for the Agency's exclusive use and re-use at any time without further compensation and without any restrictions. The Respondent will deliver all Work Material to the Agency upon completion, termination, or cancellation of any resulting contract. The Agency will have the right to use the Work Material for the completion of the services or otherwise. Any programs, data, or other documents or materials furnished by the Agency for use by the Respondent in connection with the services performed under any resulting agreement will remain the Agency's property. The Work Material will not be used or published by the Vendor or any other party unless expressly authorized by the Agency in writing. The Vendor will treat all Work Material as confidential.

7.20 Conflict of Interest
By executing any resulting agreement, the 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, that to the best of their knowledge and belief, no member of the A&M System or the A&M Board of Regents, not any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of any resulting agreement, or in the services to which any resulting agreement relates, or in any of the profits, real or potential, thereof. Respondent represents and warrants that their provision of services or other performance under any resulting agreement will not constitute an actual or potential conflict of interest and represent and warrant that it will not reasonably create even the appearance of impropriety.

7.21 Prohibition on Contracts with Companies Boycotting Israel
By executing any resulting agreement. the Respondent certifies it does not and will not, during the performance of any resulting contract, boycott Israel. The Respondent acknowledges any resulting agreement may be terminated if this certification is inaccurate.

7.22 Certification Regarding Business with Certain Countries and Organizations
Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Respondent certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The Respondent acknowledges any resulting agreement may be terminated if this certification is inaccurate.

7.23 Electronic Information Resources (EIR) Accessibility Standards
As required by 1 Texas Administrative Code Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only):

a. Effective September 1, 2006, state agencies and institutions of higher education must 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.
b. Respondent must 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). Respondents 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/.

7.24 Franchise Tax Certification
If Respondent is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Respondent certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that the Respondent is exempt from the payment of franchise (margin) taxes.

7.25 Delinquent Child Support Obligations
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 receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

7.26 Force Majeure
Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

7.27 Venue
Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against the Agency shall be in the county in which the primary office of the chief executive officer of Agency is located, which is Brazos County, Texas.

7.28 Loss of Funding
Performance by the Agency under any resulting agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, the Agency will issue written notice to the Vendor and the Agency may terminate any resulting agreement without further duty or obligation hereunder. The Respondent acknowledges that appropriation of funds is beyond the control of the Agency.

7.29 Export Control

The Respondent agrees to comply with all applicable US export control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR), and any other applicable US export laws and regulations. As a research member of the Texas A&M University System, the Agency typically does not take receipt of export controlled goods, technical data, services, or technology ("materials") except as may be specifically agreed to by the Agency. The Respondent agrees that it will not provide or make accessible to the Agency any export controlled materials without first informing the Agency of the export controlled nature of the materials and obtaining from the Agency, its written consent to accept such materials as well as any specific instructions for delivering controlled materials to the Agency. The Respondent agrees to obtain government approval or export license if required from the appropriate US government agency and to share that information with the Agency prior to delivery of such materials.

SECTION 8
CONTRACTUAL REQUIREMENTS

8.1 HUB Policy and HUB Subcontracting Plan Requirements

Per TAMU System Policy 25.06, The Texas A&M University System, Universities, and the Agencies are to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in the member's prime contracts, subcontracts, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in the Agency's contracting and purchasing. Subcontracting opportunities are defined as those opportunities contracted with a vendor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

Projects less than $100,000 do not require HUB Subcontracting Plans.

8.2 Insurance Requirements - A certificate of insurance will be required if the agency selects installation services.

The successful Respondent will be required per the indicated requirements (Attachment A) to provide proof of insurance prior to beginning any work for the Agency. * DEPENDING ON WHAT SERVICES ARE CONTACTED.

Respondent shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by the Agency. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by the Agency shall not relieve or decrease the liability of the Respondent. Unless otherwise specified, the Respondent shall provide and maintain, until the work included in this Request for Proposal is completed and accepted by the Agency.

Certificates of Insurance and Additional Insured Endorsements as required by this agreement will be mailed, faxed, or emailed to the following Agency contact:

Dee Ann Schneider
Texas A&M AgriLife Purchasing Dept.
578 John Kimbrough, Rm 416
College Station, TX 77843-2147
da-schneider@tamu.edu
979-845-4771

8.3 Bonds

No Bonds will be required for this project.

8.4 Payment

Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later, and according to the agreed upon schedule. The Agency will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. all payments made by the Agency will be subject to the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. All payments will be made in US Dollars.

8.4.1 Invoicing and Payment Requirements.

In order to receive payment under the Contract, Contractor must submit an invoice to Texas A&M AgriLife Research.

Texas A&M AgriLife Research Disbursements
Do Not Mail Invoices
Email invoices to apinvoices@ag.tamu.edu
2147 TAMU
College Station, TX 77843-2147

To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments:

- Name and address of the Contractor,
- Contractor's Texas Identification Number (TIN),
- Contractor's invoice remittance address,

- The purchase order or Contract number authorizing the delivery of products or services, and
- A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

8.4.2 Withheld Payments

The Agency may withhold any moneys claimed to be due by the Vendor until the terms of the agreement have been fulfilled and the work of the Vendor has been accepted.

8.4.3 Billing Resolutions

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

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

8.4.4 Invoicing

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