

PURCHASE ORDER

VENDOR

**TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT**

Order Date
08/30/2023

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

| | |
|--------------------|--|
| Purchase Order No. | (Include this number on all correspondence and packages) |
| P300427 | |

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

| |
|---|
| INVOICE TO: |
| TEXAS A&M FOREST SERVICE DIRECTOR'S OFFICE 200 TECHNOLOGY WAY, SUITE 1281 COLLEGE STATION TX 77845 |

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|--|
| VENDOR |
| 15417859360 NEW CITY MEDIA INC DBA NEWCITY INC 301 S MAIN ST STE 207 BLACKSBURG, VA 24060-4978 |

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.

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|---|
| SHIP TO: |
| TEXAS A&M FOREST SERVICE DIRECTOR'S OFFICE 200 TECHNOLOGY WAY, SUITE 1281 COLLEGE STATION TX 77845 |

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

| Item | Description | Quantity | UOM | Unit Price | Ext Price |
|------|--|----------|-----|-------------|-------------------|
| | USER REF: 000000-LNM | | | | |
| 1 | Discovery, Assessment & Planning | 1 | JOB | 29,600.000 | 29,600.00 |
| 2 | Audience Research & Site Strategy | 1 | JOB | 29,600.000 | 29,600.00 |
| 3 | Content Strategy, Design & Development | 1 | JOB | 137,270.000 | 137,270.00 |
| 4 | Website Launch Prep & Support | 1 | JOB | 14,800.000 | 14,800.00 |
| 5 | 30 Day Post Launch Prep & Support | 100 | HR | 185.000 | 18,500.00 |
| 6 | Flexible Microsite WordPress Theme | 1 | JOB | 27,750.000 | 27,750.00 |
| 7 | Research Expenses and Incentives Not to exceed \$1000 | 1 | JOB | 1,000.000 | 1,000.00 |
| 8 | Software Tools & Platforms (flat fee reimbursement) | 1 | JOB | 1,000.000 | 1,000.00 |
| 9 | Miscellaneous Services | 1 | JOB | 52,020.000 | 52,020.00 |
| | TOTAL | | | | 311,540.00 |
| | ***** NET 30 ***** | | | | |
| | NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT. | | | | |
| | *****RFP TERMS AND CONDITIONS***** ALL SPECIFICATIONS, PRICES, TERMS AND CONDITIONS AS PER REQUEST FOR PROPOSAL AS REFERENCED HEREIN. | | | | |

RTL

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: NOT SPECIFIED

Terms:

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 elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

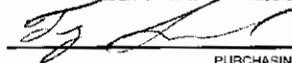
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT



PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

PURCHASE ORDER

Order Date
08/30/2023

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**TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT**

Page 02

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| | <p>*****</p> <p>UNACCEPTABLE PERFORMANCE BY VENDOR MAY BE CAUSE FOR CANCELLATION, IF DEEMED NECESSARY BY THE TEXAS A&M FOREST SERVICE.</p> <p>SERVICE TO REDESIGN THE TEXAS A&M FOREST SERVICE WEBSITE IN ACCORDANCE WITH: *STATEMENT OF WORK DATED AUGUST 24, 2023 *RFP-23-001 AND REFERENCED TEXAS A&M FOREST SERVICE TERMS AND CONDITIONS, WITH ADDITIONAL TERMS REGARDING FEEDBACK, TESTING, AND ACCEPTANCE; WARRANTY AND WARRANTY DISCLAIMER; AND ACCESSIBILITY COMPLIANCE ATTACHED TO THIS PURCHASE ORDER.</p> <p>VENDOR QUOTE: RFP-23-001 VENDOR REF: MATT SIMMONS 540-392-6538</p> | | | | |

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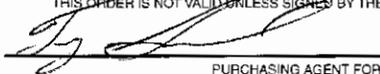
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PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

Feedback, Testing and Acceptance.

(a) TFS Feedback on Work in Progress. CONTRACTOR may from time to time during a Project, submit work in progress to TFS to evaluate and provide feedback on to CONTRACTOR. TFS agrees to provide its feedback to CONTRACTOR within seven (7) days of receipt of work in progress deliverables, or such shorter time as specified in the mutually agreed project schedule.

(b) Testing and Acceptance Procedure. Within thirty (30) business days of receipt of the final version of Work Product (“Final Version”), TFS will, based solely on the compliance of the Work Product with the specifications of the applicable Statement of Work, either: i) accept the Work Product in writing and make any payment required in the Statement of Work; or ii) provide CONTRACTOR with written notice of the aspects in which the Work Product contains Errors on the part of the CONTRACTOR and request that CONTRACTOR correct said Errors. Failure to make the election provided in clauses (i) or (ii) of this Section 5(b) within such thirty (30) day period shall be deemed a final and unconditional acceptance of the Final Version and a waiver of any claim with respect to any Error. Errors in the content or source materials supplied by the TFS shall not constitute grounds for rejection of the Final Version or withholding of any payment. “Error” means any material failure of the Work Product site to meet the specifications of the applicable Statement of Work.

C) Additional Quality Assurance. If TFS requests that CONTRACTOR correct the Final Version, CONTRACTOR shall within ten (10) calendar days of such notice, or such longer period as is commercially reasonable, submit at no additional charge revised Work Product in which such Errors on the part of the CONTRACTOR have been corrected. Submission of such revised Work Product that cures the Errors and complies with the specifications and requirements in the applicable Statement of Work shall be TFS's sole and exclusive remedy with respect to Errors on the part of CONTRACTOR which were included or which with reasonable diligence should have been included in TFS's notice. The TFS will be charged for any Errors corrected during this period which result directly from an act or omission of the TFS, at the hourly rate specified in the applicable

Statement of Work. Upon receipt of the corrected Work Product TFS may: i) accept the corrected Work Product and make any payment due as set forth in the Statement of Work; or ii) provide written notice to the CONTRACTOR to make further corrections to the Work Product for any Errors on the part of the CONTRACTOR and repeat the correction and review procedure. Failure to make the election provided in this Section within seven (7) days of receipt of the corrected Work Product shall be deemed a final and unconditional acceptance of the corrected Work Product and a waiver of any claim with respect to any Error.

Warranty and Warranty Disclaimer. CONTRACTOR warrants that the Work Product will conform in all material respects to the specifications set forth in the applicable Statement of Work. CONTRACTOR does not, however, warrant that its Work Product will be error free or that TFS will obtain certain results from its use of the web sites or applications. For a **period of thirty (30)** days after the date of acceptance of the Final Version by the TFS (the “Warranty Period”), CONTRACTOR agrees to fix at its own expense any Errors: (i) which TFS gives CONTRACTOR Written Notice of within ten (10) days after first discovering the Errors and describing the Errors with reasonable detail; and (ii) which Errors are caused by CONTRACTOR’s failure to deliver a Work Product that conforms to the specifications set forth in a Statement of Work and either: (A) were the subject of TFS notification delivered during the testing and acceptance process described in Section 5 of this Umbrella Agreement and such Errors were not corrected by the CONTRACTOR; or (B) the Errors were not actually discovered by TFS nor were they capable of being discovered by TFS at the time of TFS’s acceptance of the Final Version. For any work performed by CONTRACTOR that does not qualify as a warranty obligation, the CONTRACTOR agrees to fix any Errors at the hourly rate described in the applicable Statement of Work. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE DELIVERY BY CONTRACTOR OF WORK PRODUCT AND PERFORMANCE OF SERVICES UNDER THIS UMBRELLA AGREEMENT AND THE EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THEY ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED,

OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND QUIET ENJOYMENT.

Accessibility Compliance. CONTRACTOR shall be compliant with all federal and state laws and requirements in the provision of the Work Product under this Agreement, including but not limited to the provision for equally effective and substantially equivalent ease of use for persons with disabilities, as required by the Americans with Disabilities Act (“ADA”) in compliance with WCAG 2.1 Level AA. Prior to delivery of Work Product, CONTRACTOR shall test the Work Product for compliance with WCAG 2.1 Level AA and report testing results to the TFS. TFS understands and agrees however that while CONTRACTOR shall deliver ADA adherent templates and components, TFS shall be solely responsible for ensuring any content shall be ADA compliant.

Statement of Work

Date: August 24, 2023
Client: Texas A&M Forest Service (TFS)
Developer: New City Media Inc. (NewCity)
Project: Website Strategy, Design & Development
Duration: September, 2023 - TBD (target launch, 12 months after the PO)

Prepared for:

Linda Moon
Communications Manager
Texas A&M Forest Service
(979) 458-6614
lmoon@tfs.tamu.edu

Prepared by:

Matt Simmons
Director of Business
Development
New City Media Inc.
301 S. Main St. #207
Blacksburg, VA 24060
(540) 392-6538
matt@insidencity.com

Section I: General Overview
Section II: Project Plan & Pricing
Section III: Invoicing Schedule
Section IV: Approach, Expectations, & Dependencies

Section I: General Overview

Top Level Project Goals

NewCity will work closely with the Texas A&M Forest Service team to help create a new web presence and microsite templates for Texas A&M Forest Service (TFS). The information architecture, design, and functionality of the site(s) will be determined through a collaborative effort.

The top level goals of this project are to help create a web publishing platform that:

- Promotes and provides easy access to the diverse portfolio of valuable resources and services that Texas A&M Forest Service provides in order to better fulfill the institutional land grant mission of the University in a cohesive and intentional manner
- Is an efficient use of Texas A&M Forest Service resources and helps align the brand and digital experiences within AgriLife by building on the design and technology foundation of the recently launched AgriLife Extension website <https://agrilifeextension.tamu.edu/>
- Meets accessibility compliance with WCAG 2.1 AA standards as required by Title II of the Americans with Disabilities Act (ADA)
- Is designed and optimized to perform well on mobile devices
- Empowers the Texas A&M Forest Service team to publish rich multimedia content within a flexible design system using WordPress as the content management system (CMS) and WP Engine for hosting
- Empowers your internal team and other external partners to continue growing and evolving the Texas A&M Forest Service brand and web presence

Project Approach

NewCity employs a project approach that allows for flexibility in priorities and deliverables. As work progresses, NewCity and Texas A&M Forest Service can agree to adjust the scope of work and/or budgets accordingly. Any significant changes to either will be mutually agreed upon and clearly documented through a change order process.

Expectations and Dependencies

Budget and delivery schedule are dependent on Texas A&M Forest Service's timely assistance with scheduling, feedback, approvals, and access to people and relevant web tools such as analytics accounts, hosting platforms, databases, CMS, etc.

Accessibility Requirements:

A. State of Texas Mandated Requirements:

Any products created for Texas A&M Forest Service that relate directly to the user interface will conform to web accessibility standards as set forth in Texas Administrative Code (TAC) 206, Subchapter C, Rule 206.70.

B. Voluntary Product Accessibility Template (VPAT):

Contractor shall supply detailed information on how their developed product addresses the requirements of Section 508 of the Rehabilitation Act of 1973 (revised). Contractor can provide either a statement on the accessibility for the enhancements to FireConnect or fill a VPAT to document conformance to the applicable Section 508 and WCAG 2.0 Standards. The VPAT template can be found here:

<https://www.itic.org/dotAsset/b282ab06-0ab2-4540-adc2-78698058dfc3.doc>

Section II: Project Plan & Unit Pricing

Table 1. Scope & Budget Table

| NewCity Services & Deliverables | Estimated Duration | Quantity | Unit of Measure | Unit Price |
|--|---------------------------|-----------------|------------------------|-------------------|
| <p>Section I. Discovery, Assessment & Planning</p> <ul style="list-style-type: none"> - Project onboarding & kickoff - Internal stakeholder engagement (could include interviews, surveys, group discussions, etc.) <ul style="list-style-type: none"> - includes 4 - 6 stakeholder interviews that will inform the remaining stakeholder engagement plan - Discuss strategic goals (ongoing) - Brand & design review - Marketing & communications review <ul style="list-style-type: none"> - review marketing & communication materials - review existing audience related documents - Review existing website(s) <ul style="list-style-type: none"> - develop a website inventory (approximately 800 pages) - Technical discovery <ul style="list-style-type: none"> - WP Engine environment - inventory 3rd party platforms or custom applications that might integrate with the website - development process & platform requirements - explore content migration options - Explore Spanish translation options (not implementation) - Web governance review - Competitor/peer review (up to 3 websites) <ul style="list-style-type: none"> - this is a qualitative review to gather observations about the design and functionality of competitor/peer websites - Review the current analytics setup | 4 weeks | 1 | Lot | \$29,600 |

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| <ul style="list-style-type: none"> - recommendations for improvements (if needed) to the current setup can be estimated and implemented as a change order - Install data visualization & analytics tools <p>Deliverables</p> <ul style="list-style-type: none"> - Discovery presentation/report to summarize all findings <ul style="list-style-type: none"> - includes a summary of Spanish translation options - Share detailed, underlying discovery data that is summarized in the Discovery presentation/report (survey results, heat mapping data, etc.) - Website inventory <ul style="list-style-type: none"> - This will serve as the foundation for a content work plan | | | | |
| <p>Section 2: Audience Research & Site Strategy</p> <ul style="list-style-type: none"> - Analytics & data visualization review - Create an audience research plan - Conduct audience research (up to 3 top priority audiences) - Analyze research - Conversion measurement planning - Develop a strategy blueprint <p>Deliverables</p> <ul style="list-style-type: none"> - Audience research report/presentation - Website strategy blueprint | 4 - 6 weeks | 1 | Lot | \$29,600 |
| <p>Section 3: Content Strategy, Design, & Development</p> <ul style="list-style-type: none"> - Develop website information architecture and navigation strategy (up to 4 levels deep using representative page types) - Develop a content work plan (up to 200 web pages - some pages, like staff listings or news articles will be representative of multiple pages that are similar) - Explore 2 - 3 visual design directions (style tiles - variations of the AgriLife Extension design) - Wireframing & page mockups <ul style="list-style-type: none"> - Three tier level website content pages | 20 - 24 weeks | 1 | Lot | \$137,270 |

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| <ul style="list-style-type: none"> - Landing page - Content page #1 - Content page #2 - Up to 15 page layouts (examples could include) <ul style="list-style-type: none"> - Homepage - Newsroom - eLibrary - Calendar - Contact Us - Print friend template - Search results page - Usability & perception testing (if needed & agreed upon) - Create a component library (front-end code) for all web components necessary for page layouts - Discuss governance models & user roles - WordPress configuration & development - Assistance w/ 3rd Party Integrations <ul style="list-style-type: none"> - Calendar integration (LiveWhale) - Spanish translation tool - Search functionality integration - QA & accessibility testing - Training & Documentation <ul style="list-style-type: none"> - CMS training (for content administrators) - DevOps training (for developers) - Content placement w/i the CMS for 8 key pages that will serve as a model for other pages - User acceptance testing <p>Deliverables – Deliverables and associated costs will be further defined as the project progresses. The total amount will not exceed the Lot Price w/o an approved change order</p> <ul style="list-style-type: none"> - High level sitemap - Content work plan - Style tiles (design exploration) - Wireframes - Page mockups - Component library (front end development) - WordPress implementation (WP development on WP Engine) | | | | |
|---|--|--|--|--|

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|---|-------------|-----|------------|------------------|
| <ul style="list-style-type: none"> - Integration with spanish translation tools/platforms - Livewhale integration - Accessibility reports (VPAT) - CMS editor training - DevOps training | | | | |
| Section 5: Final Website Launch Prep & Support <ul style="list-style-type: none"> - Configure GA4 - Final accessibility & browser testing - Search engine setup (redirects, site map, etc) - Performance testing & optimization - Launch support | 2 - 3 weeks | 1 | Lot | \$14,800 |
| Section 6: 30 Day Post Launch Support <ul style="list-style-type: none"> - 30 day warranty and issue queue monitoring | 30 days | 100 | \$185/hour | \$18,500 |
| Core Website Subtotal | | | | \$229,770 |
| Section 7: Flexible Microsite WordPress Theme <ul style="list-style-type: none"> - 2 HP options - 3 secondary page options <ul style="list-style-type: none"> - Two existing microsites will be used to explore the design and functionality of the new Microsite Theme - No complex or custom functionality will be provided by the flexible microsite WordPress theme | 4 - 6 weeks | 1 | Lot | \$27,750 |
| Research Expenses - Not to Exceed (Including Incentives) | | N/A | N/A | \$1,000 |
| Software Tools & Platforms (flat fee reimbursement) | | 1 | Lot | \$1,000 |
| Subtotal | | | | \$259,520 |
| Miscellaneous Services | | | | \$51,904 |
| Total Budget (Not to Exceed) | | | | \$311,424 |

Research Expenses

A “not to exceed” budget for research expenses has already been included above. Research expenses might include incentives for participants, access to user testing

panels and other recruitment fees. If Texas A&M merchandise is provided as an incentive, it will be supplied by Texas A&M Forest Service (t-shirts, pennants, hats, etc.).

All incentives will comply with Texas A&M Forest Service rules and be approved by Texas A&M Forest Service.

Software Tools & Platforms

Texas A&M Forest Service will reimburse NewCity a flat fee (already included in the budget table above) of \$1,000 to help cover the costs of the associated licenses and fees for software tools and platforms that will contribute to the success of this project. Examples include Basecamp, Figma, Optimal, Validately, HotJar, etc.

Scope Notes

1. Project budget is based on the scope of the project as defined above. Changes in project scope that are mutually agreed upon may result in changes to delivery time and/or compensation.
2. The “duration” information for each section in Table 1 is an estimate and work from different sections may overlap at times. A more detailed timeline will be developed and mutually agreed upon as the project progresses.
3. Scope and budget is dependent on a website launch 12 months after the purchase order is issued. If the project is delayed by Texas A&M Forest Service a change order for additional funds may be required.
4. Project scope includes up to (2) rounds of revisions for the website strategy blueprint, page wireframes and mockups. The final work product may not match page mockups and design components exactly due to responsive behavior, and development or functionality considerations.
5. Project scope assumes our work will comply with the Texas A&M Agrilife Brand Guidelines.
6. In order to gain efficiencies, be more sustainable, and unify brand and digital experiences, the project scope assumes the new web presence will use components and functionality designed for the new AgriLife Extension hub site as a starting point whenever possible.
7. Texas A&M Forest Service will have access to all pre-compiled source code in the GitLab repository and Texas A&M Forest Service would own that repository and have full access to review it during the project.
8. Project scope assumes that the client will provide all website content.
9. As outlined in Table 1, NewCity will assist with content placement in the CMS, minor copy editing, and image selection for 8 pages that will serve as a model

for the Texas A&M Forest Service team. The pages NewCity will assist with will be mutually determined during the project.

- a. Budget for additional content placement or migration (automated or manual) can be performed through a change order.
10. The scope of work does not include any third party integrations other than LiveWhale and the Spanish translation tool/platform.
 - a. Budget for additional third party or custom integrations can be performed through a change order.
11. Software, media (photography, video, etc.), and font licenses or purchases are not included in this budget.
12. WordPress Plugins will be approved for use by Texas A&M Forest Service. Costs for WordPress Plugins are not included in the project budget.
13. Texas A&M Forest Service will be responsible for all costs and licenses associated with Microsoft Azure or other translation tools.
14. Texas A&M Forest Service would be responsible for translation accuracy and we highly recommend that someone fluent in the published language review all automated translations.
15. Please reference Attachment A for further scope details and project requirements.
16. Recurring meetings with your NewCity team, ongoing testing, quality assurance (QA), and project management are significant pieces of the scope of this project and are already included in the budget.

Meetings

Unless otherwise agreed upon, regularly scheduled meetings with your NewCity team will usually occur at least every other week for things such as:

- planning & consulting
- status updates and discussing next steps
- present/demo work in progress & deliverables
- development check-ins between Texas A&M Forest Service and NewCity developers
- discussing feedback
- training

Testing and QA will occur throughout this work.

- NewCity will design, build, and test for responsive behavior and accessibility requirements throughout the project

- NewCity will set up an issue queue system and Texas A&M Forest Service will report issues through this system and other communications channels as they encounter them during the site buildout, launch prep, and post launch work
- While NewCity commits to high accessibility standards and will advise on accessibility issues throughout the project, NewCity is not responsible for remedying accessibility or performance issues introduced by Texas A&M Forest Service or other external partners and consultants that Texas A&M Forest Service may work with.

Section III: Invoicing Schedule

Per Terms and Conditions

Section IV: Approach, Expectations, and Dependencies

Managing Scope & Budget

While you will have direct access to your entire multidisciplinary project team throughout this engagement, you will have a project manager overseeing the process from start to finish. Your project manager will provide strategic leadership and ensure clear communications, appropriate resource allocations, and efficient coordination between the Texas A&M Forest Service and NewCity teams.

We rely on a project communication website called Basecamp (<http://www.basecamp.com>) along with tools like Google Drive, GitLab, and others. Your Basecamp site will be the central location for project discussions, file downloads, to-do lists, milestone-tracking and contact information.

What You Can Expect From Us

It's our commitment to value your team and subject matter expertise. We will provide you with thoughtful guidance and high quality work along with the information you need to make informed decisions about the project that affect scope and timelines. You will always have visibility into our work and the progress we've made throughout the project.

What We Need From You

For our partnership to be successful, the most important thing we need to forge early on is mutual trust and respect for what we each bring to the table. So we ask you to be forthright about your expectations of us, and any questions or concerns you have about our work. The earlier we can address misaligned expectations, the more efficiently and successfully the project will progress.

There are several things you can do to help us make the best use of our time, so that we can deliver as much value as possible within your budget and timeline:

- Provide a project manager or project owner on your team who will be responsible for directing the efforts of your team members and communicating with stakeholders during the project
- Availability and access
 - ensure that any key team members or decision makers are available and on-time for meetings where we will be sharing deliverables or asking for feedback, guidance, and decisions
 - help from the core project team with scheduling stakeholder interviews and audience research efforts in a timely manner
 - ensure stakeholder availability for onsite workshops (if onsite visits are a part of the project)

- provide timely access to relevant services and systems such as Google Analytics, server and hosting networks, third party platforms, APIs, databases, etc.
- Timely and actionable feedback, for example:
 - limit the layers of decision-makers involved in key approvals, such as design concepts and functionality decisions
 - productive feedback within a reasonable time period – for some major deliverables (such as home page designs), we can allow for a longer feedback cycle from a broader group of stakeholders, but we will need to stay on schedule with feedback and approvals
 - work with your team to provide us with consolidated feedback so that we don't have to reconcile conflicting directions

Change of Key Project Personnel

If one or more of the key members of your project team leaves the team and is replaced by someone who was not previously involved with the project, or a new leader with decision-making authority is brought onto the project team, a change order may be required if NewCity needs to spend significant time orienting the new key member(s) to the decisions and progress made up to that point.

Meetings & Presentations

A change order may be required if additional meetings and presentations outside of regularly scheduled project meetings are needed.

This SOW defines and specifies the Services to be performed and/or Work Product to be delivered by NewCity, as well as compensation to be paid for such Services and Work Product by Texas A&M Forest Service.

Email from Terry Smith 7/28

Texas A&M Forest Service
Purchasing Department Head

“Thank you for taking my call earlier this week regarding NewCity’s response to our RFP-23-001. I marked up the exceptions document you provided with the RFP response (attached). The exceptions will be acceptable if NewCity agrees to the changes. Also, as promised, I have compiled some items needing clarification. They are listed below:”

- TFS needs to ensure that:
 - All source code must be available without being precompiled to allow for extendibility.
 - It’s important to us that we develop the site in a way that empowers the Texas A&M Forest Service (and your partners) to continue extending the site forward in the future. I have a short answer that may suffice and a related question but this topic may benefit from further conversation between our dev teams.
 - Short answer - if we follow our intended dev approach, all the pre-compiled source code would be in the GitLab repository and Texas A&M Forest Service would own that repository and have full access to review it during the project. Is this an acceptable solution?
 - If not, we can discuss this further and we can consider altering our intended development approach to meet your needs. I’m not sure how that might affect the scope of work and budgets at this time.
 - Compilation instructions should specify required tools and resources and should not require additional costs.
 - Our usual front-end setup does include some tools related to compilation. These are all popular and well-documented open-source (free) tools.
 - For HTML: Twig (templating language).
 - For CSS: PostCSS (including but not limited to Tailwind, which is a PostCSS plugin).
 - For JS: TypeScript and Babel.
 - We include a README file for each project that documents much about how we use these tools, and also how our pipelines work.

- We will also have demo/training sessions with the developers on the Texas A&M Forest Service team to review how things work in the repository and answer any questions they have.
- Tools and resources that require additional costs must be identified and agreed upon before using.
 - Absolutely, we can include this language in the Statement of Work.
- The microsite template should consist of HTML, CSS, and JavaScript files that can be easily customized and extended. The code must not be precompiled or modified in a way to prevent adding other styles or extending functionality.
 - Do the microsite templates need to be built with a different approach than the main site? Would the approach outlined above work for the microsities as well? If not, let's discuss what it might look like to develop the microsite templates w/o using compiled code and the associated tools mentioned above.
- Clarify NewCity's proposed work related to translation product and implementation.
 - A general note is that no translation option is going to be "perfect" and will come with benefits, drawbacks, costs, and risks.
 - We will need to work together during the discovery portion of the project to explore translation options and better understand Texas A&M Forest Service's goals and how the Azure AI Translator can integrate with a WordPress/WP Engine site. We'd also like to consult with the subject matter experts at WP Engine on their recommended approach to translation solutions (see linked articles below).
 - Our goal is to work with the Texas A&M Forest Service team to explore options, and help devise and document a plan to allow for dynamic translation and also allow for custom (manual) translation as well. There are a lot of unknowns at this point and a number of paths to explore but based on documentation provided by Microsoft, it appears (initially) that this is possible via a REST API.
 - <https://learn.microsoft.com/en-us/azure/ai-services/translator/quick-start-text-rest-api?tabs=nodejs>
 - NewCity has worked with some services under the Microsoft Azure umbrella, but not specifically with the AI Translator service and does not claim any subject matter expertise in this area. However, we have a lot of experience integrating numerous third party platforms with WordPress and other CMSs. We can assist with the integration on the WordPress side of things - if Azure is your chosen translation tool then Texas A&M Forest Service (or Azure

implementation partners) will be responsible for exposing the translated content in a way that WordPress can publish it through an API or by purchasing an agreed-upon WordPress plugin that supports the API. Our budget does not include any Azure training, development or programming, or the extension of native functionality w/i Azure.

- Note: Texas A&M Forest Service would be responsible for all costs and licenses associated with Microsoft Azure or other translation tools.
- Other possible translation solutions are discussed in the links below:
 - <https://wpengine.com/resources/how-to-create-a-multilingual-wordpress-site/>
 - <https://wpengine.com/resources/wordpress-languages/>
 - <https://wpengine.com/support/language-support/>
 - <https://wpml.org/>
- Again, Texas A&M Forest Service would be responsible for all plugin costs or third party licenses associated with having a multilingual site.
- In all scenarios, Texas A&M Forest Service would be responsible for translation accuracy and we highly recommend that someone fluent in the published language review all automated translations.
- We based our budget and scope of work on the following language in the RFP, conversations we've had with your team, and the Q&A response in the RFP Addendum:
 - 2.1.1.7.1.4 Integrate multi-language features into WP Engine (focus on Spanish)
 - 2.1.1.7.1.5 Vendor shall deliver implementation plan and documentation on how to support multiple languages on the site.
 - Plan should focus on integrating and implementing the Azure translation functions into the WP Engine instance. (Note: this would be a joint effort between our teams and NewCity would focus on a plan and documentation related to WordPress and WP Engine. Microsoft should provide all documentation related to Azure. The plugin utilized would similarly provide all documentation as to its usage.)
 - 13. QUESTION: 2.1.1.7.1.5 - Multi-language - Will any translated content launch with the site OR is the ask here to simply put the foundation in place for localized content when ready?

- ANSWER: Current thought is to integrate with dynamic translation (ex. Microsoft or Google) but allow for custom (i.e. manual) translation, when necessary. Solution should support this functionality or recommend alternative process.
- Clarify to what extent NewCity will build out WP Engine with page templates.
 - I'd like some clarification on what is being asked please. Is this a development question or a content entry question? Based on the following from the Q&A Addendum, I assume it's from a development point of view:
 - **8. QUESTION:** Section 2.1.2.3.2.1 – Develop “pages” based on accepted designs into WP Engine – seems to contradict with item content migration (2.1.3.1). Is “pages” supposed to meant to be “page layouts/templates” OR is some baseline level of content load required? How does that compare with the optional content migration line item?
 - **ANSWER:** 2.1.2.3.2.1 is intended to refer to the site template. 2.1.3.1 is intended to refer to the content and data upload into the site template, which is the optional content migration line item.
 - From a development perspective, all of the templates and components we develop will be built and available in WordPress which will be hosted in WP Engine (in your case).
 - From a content perspective, we will build out versions of your main pages (4 - 6 pages - HP and examples of other page templates/page types) as part of the QA & Training portions of the main project.
 - Further content migration and content buildout (content entry into WordPress) services are proposed in the optional budget item as requested in the RFP.
- Clarify the implementation of a redirect plugin.
 - When reorganizing a large enterprise website we often use a redirect plugin like “Redirection”.
 - <https://wordpress.com/plugins/redirection>
 - This is also referenced in this WP Engine article: <https://wpengine.com/support/redirect/>
 - Developing a redirect strategy is an integral part of our pre-launch checklist. In addition to tools like “Redirection” we also develop spreadsheets to help

manage the process prior to launch. The Redirection plugin supports bulk import from a csv file that we can generate from the redirect spreadsheet.

- Clarify if any migration can be automated.
 - Yes, it's highly likely that some portion of content migration can be automated. NewCity has helped our clients perform numerous automated content migrations over the years. However, as previously discussed, automated content migration still needs to be reviewed by human eyes and subject matter experts. The feasibility of automated content migration for the Forest Service website content depends on how it can be exported or accessed from your existing CMS or other data sources. Repeatable, structured pages or content types are the best candidates for this. Examples of this include news articles, events, staff bios, etc.
 - Is anyone at Texas A&M familiar with how accessible the data/content is in the existing CMS?
 - After some initial research it does appear that automated content migration from Ektron to WordPress is possible and has been done before. Here's an example of a Ektron to WordPress migration:
 - <https://in.nau.edu/web/4-6-2018-unit-web-coordinators-summit/>
 - <https://wordherd.io/work/nau-ektron-to-wordpress-migration/>
 - Aside from the structured page types mentioned above (news, articles, events, etc), to a large extent, the scalability of automating content migration will depend on how much content restructuring and rework is done as a part of this project. In general, the more content needs to change from its existing state in the current CMS (and other data sources) the less automation can occur.
 - Our general approach would be to expose the data in a structured way, possibly script some cleanup of the data, and then import it into Wordpress using the WP All Import plugin, possibly with some followup cleanup once it's inside Wordpress.



TEXAS A&M FOREST SERVICE

PURCHASING DEPARTMENT
200 TECHNOLOGY WAY SUITE 1151
COLLEGE STATION, TEXAS 77845-3424

REQUEST FOR PROPOSAL

RFP NUMBER
RFP-23- 001

Texas A&M Forest Service Website Revision

**PROPOSAL MUST BE RECEIVED BEFORE:
2:00 P.M. CENTRAL TIME (CT) MAY 11, 2023**

EMAIL PROPOSAL TO:
bids@tfs.tamu.edu

**Show RFP Number, Opening Date, and Time in subject line of
email**

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

REFER ALL INQUIRIES TO:

Travis Lull, CTCD, CTCM
Buyer
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7382
Email: travis.lull@tfs.tamu.edu

SECTION 1 INTRODUCTION

1.1 DEFINITIONS

Whenever the following terms are used in any part of this Request For Proposal (RFP) the intent and meaning shall be interpreted as follows:

- Agreement / Contract shall mean the contractual agreement entered into between the Texas A&M Forest Service and the Seller as a result of this RFP. An agreement shall consist of the following documents, listed in order of precedence: TEXAS A&M FOREST SERVICE purchase order, this RFP, Texas A&M Forest Service Terms and Conditions, Vendor's accepted response to this RFP.
- Business Day shall mean Monday through Friday; excluding holidays
- Calendar Day shall mean each/every day; including weekends, holidays
- HUB shall mean Historically Underutilized Business as certified by the State of Texas
- Proposer / Respondent shall mean the individual, partnership, corporation, or other entity that submits a response to this RFP
- RFP shall mean Request for Proposal
- Seller / Contractor / Vendor shall mean the individual, partnership, corporation, or other entity awarded a contract or agreement for labor or for equipment and supplies under this RFP in accordance with the terms, conditions, and requirements herein

1.2 Introduction

Texas A&M Forest Service is a state agency that is responsible for protecting and sustaining the state's forest resources. The agency has been providing services to Texas for over 100 years and has a long-standing reputation for excellence.

As the agency continues to grow and evolve, it is important to have a robust and modern website that effectively communicates its mission, programs and services to the public. The website must be straightforward and user-friendly, aesthetically pleasing, easy to navigate, and provide relevant information to stakeholders.

This document outlines the requirements and expectations for the redesign of the Texas A&M Forest Service website. We are seeking proposals from qualified vendors with expertise in website design and development.

We encourage proposals that provide creative and innovative solutions that align with the agency's mission, vision and strategic goals. We look forward to reviewing your proposals and working with the selected vendor to create a website that meets the needs of our agency and stakeholders.

1.3 Scope of Proposal

Successful contractor shall develop a web presence that is:

- 1.3.1 Aesthetically-pleasing design that operates in WordPress content management system.
- 1.3.2 Easy and intuitive for the user to navigate and will be an effective digital representation of TEXAS A&M FOREST SERVICE that integrates technical aspects like: user experience, conversion paths, search engine optimization, loading time, accessibility and brand awareness.

1.4 Contract Term

The original contract period for an agreement resulting from this RFP will begin upon issuance of purchase order and continue through the end of the post-launch support as described below.

- 1.4.1 The web site discovery, design, and development shall be completed, and the web site shall be launched within 12 months after purchase order is issued.
- 1.4.2 The service term for post launch support shall begin upon completion of site launch and continue for a period of 12 months.
- 1.4.3 The post launch support may be extended for up to four additional periods. The sum of the initial period and all extensions shall not exceed five years.
- 1.4.4 Any extensions will be separate and consecutive, and shall be under the same pricing, terms, and conditions as that of the original agreement, including any amendments allowed by the original agreement.
- 1.4.5 Any extensions are contingent upon written approval by TEXAS A&M FOREST SERVICE and the Seller provided that such renewal is executed prior to the expiration date of the original contract period or any preceding renewal period as applicable.

SECTION 2 REQUIREMENTS FOR STATEMENT OF WORK

2.1 STATEMENT OF WORK

2.1.1 The successful contractor shall be responsible for developing a web presence that:

- 2.1.1.1 Vendor shall meet or exceed the accessibility requirement outlined in the Texas Administrative Code (TAC) 206, Subchapter C.
For each electronic and information resource (EIR) product or service subject to TAC 206, Subchapter C, the Vendor shall provide documentation of how each requirement of specification is met. The Vendor shall provide the information in a Voluntary Product Accessibility Template (VPAT) to document conformance to the applicable WCAG standards.
- 2.1.1.2 Provides intuitive, user-friendly and sustainable information architecture and navigation structure based on research.
- 2.1.1.3 Is designed and optimized to be responsive and perform well on mobile devices and all browsers, in both light and dark modes.
- 2.1.1.4 Supports emerging technologies.
- 2.1.1.5 Operates in WordPress content management system and follows the Texas A&M AgriLife website guidelines as outlined at this link: [LINK](#).
- 2.1.1.6 Includes cascading style sheets.
- 2.1.1.7 Incorporates the following technical specifications:

- 2.1.1.7.1.1 Adhere to Texas A&M AgriLife’s best practices for implementing internally developed scripts, as well as any resources and/or scripts that are not native to WP Engine. This may include GitHub and GitLab workflows. Provide documentation on how to use these technologies.
- 2.1.1.7.1.2 If Application Programming Interface (API) functionality is involved, provide interface and implementation documentation.
- 2.1.1.7.1.3 Standalone “microsites” functionality should work on a Windows server environment running IIS. (texasoakwilt.org, tfswildfires.com, texasforestinfo.com, etc)
- 2.1.1.7.1.4 Integrate multi-language features into WP Engine (focus on Spanish)
- 2.1.1.7.1.5 Vendor shall deliver implementation plan and documentation on how to support multiple languages on the site. Plan should focus on integrating and implementing the Azure translation functions into the WP Engine instance.

2.1.2 SERVICE REQUIREMENTS: Vendor shall perform the following tasks:

2.1.2.1 DISCOVERY

- 2.1.2.1.1 Kickoff meeting and consultation.
- 2.1.2.1.2 Deliver a site audit report of the current website based on a demonstrated and documented discovery and assessment process to include (but not limited to) page name, URL/location, content elements, type, word count, size, links, asset count (image, audio, video), plugins, iframes, embeds...
- 2.1.2.1.3 Deliver an audience analysis report on the agency to include (but not limited to) surveys, stakeholder interviews.
- 2.1.2.1.4 Research and deliver recommendations to optimize user experience based on audience analysis, discovery and best web practices.
- 2.1.2.1.5 Develop strategy for Search Engine Optimization (SEO), search trends and keywords.

2.1.2.2 DESIGN

- 2.1.2.2.1 Design the look and feel of the website, staying on agency and Texas A&M AgriLife family brand, responsive and optimized.
 - 2.1.2.2.1.1 Develop a digital brand guide.
 - 2.1.2.2.1.2 Design three-tier level website content pages:
 - Tier 1 – Landing page with prominent graphic or high-level information.
 - Tier 2 – Content page with well-structured navigation widgets.
 - Tier 3 – Content page with minimal additional functionality.

- 2.1.2.2.2 Design microsite templates.
 - 2.1.2.2.2.1 Maintain agency branding but allow flexibility with layout options for various pages/programs/topics.
 - 2.1.2.2.2.2 Design two microsite home page options.
 - 2.1.2.2.2.3 Design three microsite secondary (or content) page options.
 - 2.1.2.2.2.4 Provide modular cascading style sheets for each.
- 2.1.2.2.3 Design custom page layout for 15 additional website pages. Examples include Home Page, Newsroom, eLibrary, Calendar, Contact Us, print friendly template, etc.

2.1.2.3 DEVELOPMENT

- 2.1.2.3.1 Provide a plan for site architecture, navigation strategy, framework for website with extendibility in mind, to include (but not limited to) optimization plan for users to discover and easily navigate to other agency websites, digital tools and web applications.
- 2.1.2.3.2 Implement site architecture, navigation strategy, and framework into WP Engine based on agreed-upon plans.
 - 2.1.2.3.2.1 Develop pages based on accepted design into WP Engine.
 - 2.1.2.3.2.2 Integrate search functionality.
- 2.1.2.3.3 Develop and integrate microsite templates into WP Engine.
- 2.1.2.3.4 Identify and recommend plug-ins, extensions, add-ons for functions like calendar, directory, etc. Each recommended module shall be secure and vetted, to include second and third-party components of each.
- 2.1.2.3.5 Deliver a report on the successfully implemented testing of usability, perception, accessibility, responsiveness, browsers and SEO practices.
- 2.1.2.3.6 Deliver agreed upon, documented governance models, user roles, training and maintenance plans.
- 2.1.2.3.7 Deliver standalone "microsite" template including HTML, CSS, and JavaScript for IIS.
- 2.1.2.3.8 Deliver report on analytics configuration and testing.
- 2.1.2.3.9 Provide WordPress/website training to users/editors.
- 2.1.2.3.10 Launch, launch support/training

2.1.2.4 POST-LAUNCH SUPPORT

- 2.1.2.4.1 Respondent shall provide an hourly rate to provide technical support to TEXAS A&M FOREST SERVICE after the launch of the website.

2.1.2.5 MISCELLANEOUS SERVICES

- 2.1.2.5.1 If TEXAS A&M FOREST SERVICE determines that changes or additional work is needed after the purchase order has been issued, TEXAS A&M FOREST SERVICE will:

- 2.1.2.5.1.1 Develop a statement of work describing the changes or additional work and submit to vendor for pricing. If pricing is acceptable, TEXAS A&M FOREST SERVICE will communicate acceptance in writing and use this line item to pay for the change.

- 2.1.2.5.1.2 This line item is not biddable. It will equal 20% of the sum of Discovery, Design and Development pricing.

- 2.1.3 OPTIONAL LINE ITEM: TEXAS A&M FOREST SERVICE may award the following item if financially feasible. Price tabulation for award of website development purchase order will exclude the line item in this section. TEXAS A&M FOREST SERVICE reserves the right to make split/multiple awards for this item.

2.1.3.1 CONTENT MIGRATION

- 2.1.3.1.1 Upload all content provided by TEXAS A&M FOREST SERVICE to WP Engine. TEXAS A&M FOREST SERVICE's current agency website includes approximately 800 pages.

2.2 Pricing

2.2.1 The Proposer shall complete the Pricing Schedule and submit with response in Excel format.

2.2.2 All prices quoted shall be all-inclusive with regard to any and all costs including, but not limited to, travel expenses, shipping, postage, fees, licensing, bonding, and any other applicable charges required for the completion of the project as specified.

2.2.3 Vendor may invoice for line items once each phase has been completed and delivered to Texas A&M Forest Service.

SECTION 3
PROPOSAL SELECTION AND EVALUATION CRITERIA

3.1 Proposal Selection

- 3.1.1 Selection of the successful proposal in response to this RFP will be made using the competitive sealed proposal process. The selection of the successful proposal may be made by TEXAS A&M FOREST SERVICE on the basis of the proposals initially submitted, without discussion, clarification, or modification. Alternatively, selection of the successful proposal may be made by TEXAS A&M FOREST SERVICE on the basis of negotiation with any of the proposers. TEXAS A&M FOREST SERVICE shall not disclose any information derived from the proposals submitted by competing proposers in conducting such discussions.
- 3.1.2 At TEXAS A&M FOREST SERVICE' sole option and discretion, TEXAS A&M FOREST SERVICE may discuss and negotiate all elements of the proposals submitted by selected proposers within a specific competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposals. Further action on proposals not included within the competitive range will be deferred pending the selection of the successful proposal; however, TEXAS A&M FOREST SERVICE reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of TEXAS A&M FOREST SERVICE.
- 3.1.3 After submission of proposal, but before final selection of the successful proposer is made, TEXAS A&M FOREST SERVICE may permit a proposer to revise its proposal in order to obtain the proposer's best and final offer. TEXAS A&M FOREST SERVICE will provide each proposer within the competitive range with an equal opportunity for discussion and revision of its proposal.

3.2 Evaluation Information

- 3.2.1 TEXAS A&M FOREST SERVICE will utilize an evaluation team for the evaluation of this RFP. The evaluation will include the overall response to the RFP. TEXAS A&M FOREST SERVICE must be confident that the respondent's proposal will meet the needs of TEXAS A&M FOREST SERVICE. TEXAS A&M FOREST SERVICE will evaluate and make the award on the proposal that is determined to be the best value to the agency.
- 3.2.2 All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, TEXAS A&M FOREST SERVICE alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award. TEXAS A&M FOREST SERVICE is not bound to accept the lowest fee proposal if that proposal is not the best value to the agency as determined by TEXAS A&M FOREST SERVICE. TEXAS A&M FOREST SERVICE alone shall determine "best value" to the agency and TEXAS A&M FOREST SERVICE' judgment in this regard shall be considered final.
- 3.2.3 TEXAS A&M FOREST SERVICE may require a demonstration/presentation by proposer(s). During the evaluation, TEXAS A&M FOREST SERVICE may request an on-site demonstration/presentation. TEXAS A&M FOREST SERVICE reserves the right to consider the demonstration/presentation in the evaluation criteria.
- 3.2.4 TEXAS A&M FOREST SERVICE reserves the right to reject any and all proposals.

Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the requirements and to provide the best value to the Texas A&M Forest Service. Each proposal shall be evaluated by assigning points to each of the items listed below. The evaluation will be based on the following system:

| <u>Criteria</u> | <u>Possible Points</u> |
|--|------------------------|
| Experience, certifications, qualifications, financial standing, and past performance including experience in similar projects | 28 |
| Quality and reliability of goods and services, and extent to which goods and services meet the needs of TEXAS A&M FOREST SERVICE | 27 |
| Understanding of project scope and ability to meet TEXAS A&M FOREST SERVICE deadlines | 10 |
| Pricing | 30 |
| References | 5 |
| <hr/> | |
| TOTAL | 100 |

3.3 Proposer's Acceptance

By submitting a proposal in response to this RFP, Proposer agrees to all terms and conditions, specifications, and all other requirements set forth in this RFP, including the selection, evaluation, and award process and further accepts the Texas A&M Forest Service's judgment and decision of award.

**SECTION 4
GENERAL INFORMATION**

4.1 Submittal Deadline and Location

All proposals must be received by the Texas A&M Forest Service Purchasing Office **no later than 2:00 p.m. Central Time (CT), May 11, 2023**

Proposals are to be submitted to:

EMAIL PROPOSAL TO:
bids@fs.tamu.edu

**Show RFP Number, Opening Date, and Time in subject line of email
(i.e. RFP-23-001, opening May 11, 2023 @ 2pm)**

Late proposals will not be considered under any circumstances. Late proposals properly identified will be returned to Respondent unopened.

Telephone and/or facsimile (fax) proposals are not acceptable under any circumstances.

4.2 Notice of Texas A&M Forest Service Holiday(s)

No Texas A&M Forest Service holidays will affect this schedule.

4.3 Submittal Instructions

4.3.1 Proposal responses including Execution of Offer (Section 8) must be signed by proposer's company official authorized to commit to such proposals. **Failure to sign the Execution of Offer may be basis for proposal disqualification.**

4.3.2 One (1) signed complete proposal response is required.

4.4 Special Requirement for Responding Proposers

TEXAS A&M FOREST SERVICE is seeking to enter into an agreement with a qualified and experienced provider for web development services.

NOTE: Any proposal that TEXAS A&M FOREST SERVICE determines does not clearly demonstrate the above minimum requirement will not be acceptable and will not be considered for further evaluation for award.

4.5 Proposal Content and Components

4.5.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's ability to meet the requirements and specifications set forth in this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications set forth in this RFP.

4.5.2 Proposers are requested to submit a proposal that represents their "best offer" as the Texas A&M Forest Service does not anticipate utilization of the "Best and Final Offer" process.

4.5.3 Proposal text is to be typed single-spaced. All pages shall be legible when printed on 8 ½ inch × 11-inch paper with all pages numbered sequentially and tabbed appropriately to identify each evaluation criteria.

4.5.4 The following documents are to be submitted in as part of the proposal response:

- Completed and signed Execution of Offer.
- Copy of proposer's written Civil Rights "Affirmative Action Compliance Program" or a statement as to why the proposer is not required to have such written program.
- Copy of proposer's Drug-Free Workplace policy.
- Completed Respondent's Questionnaire.
- Copies of all addenda that may be issued for the RFP, signed by same authorized proposer representative which signs the Execution of Offer
- An executive overview that should be limited to approximately five (5) pages and that provides a concise overview of the services being offered to meet the requirements of this RFP, the proposer's general approach to providing the services and deliverables, and documentation as to why the proposer is the best qualified.
- A statement of qualifications that includes:
 - a) Introduction—(content at the discretion of the proposer)
 - b) Company background—Must provide proposer's relevant experience (years in business)
 - c) Qualifications—Information provided for professional and support staff and any subcontractors must demonstrate experience and qualifications in their particular work assignment for the project. Information provided for similar assessment work must be substantiated with current references.
 - d) Project management—Describe project organization and management methods that are most appropriate to perform the services and provide deliverables as required in this RFP. The description shall include procedures, cost and time schedules, and any other management considerations appropriate to this RFP. Contract and project managers, and key personnel shall be identified. Any subcontractors shall be identified and the intended scope of their work detailed. Office locations for key personnel and any subcontractors shall be identified. The management methods shall address cost or price monitoring and control. Proposers data management and project tracking capabilities shall be described.
- References—Listing of a minimum of three (3) separate and verifiable references for which the proposer has performed or is currently performing comparable work in the quality and scope as that specified in this RFP. The listing must include (for each reference) company name, address, phone number, and contact person; project title, size, term, and performance period; and brief description of the work and deliverables provided.
- Pricing Schedule (Excel format).

4.6 Texas A&M Forest Service Contact

All questions regarding this Request for Proposal must be directed in writing to:

Travis Lull, CTCD, CTCM
Buyer
Email: travis.lull@tfs.tamu.edu
Phone: 979-458-7380
Fax: 979-458-7386

The Texas A&M Forest Service specifically requests that Respondents **restrict all contact and questions regarding this RFP to the above-named individual.**

4.7 Inquires and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP, will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

NOTICE: A PRE-BID CONFERENCE TEAMS MEETING WILL BE HOSTED BY TEXAS A&M FOREST SERVICE AT 2:00 PM CENTRAL TIME (CT) ON MAY 1, 2023.

NOTICE: THE DEADLINE FOR WRITTEN QUESTIONS IS 2:00 P.M. CENTRAL TIME (CT) ON MAY 5, 2023.

4.8 Open Records

Texas A&M Forest Service considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552) after a contract is awarded.

Proposers are hereby notified that Texas A&M Forest Service strictly adheres to all Statutes, court decisions, and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

4.9 Terms and Conditions

The attached Texas A&M Forest Service Terms and Conditions revised 2/18/2020, and all other terms and conditions, and requirements contained in this RFP shall govern any purchase order issued as a result of this RFP. Additional or attached terms and conditions which are determined to be unacceptable to TEXAS A&M FOREST SERVICE 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 to remedies.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

5.1 General

5.1.1 TEXAS A&M FOREST SERVICE reserves the right to accept or reject any and all proposals, to waive informalities and technicalities, and to accept the proposal considered the "best value" for TEXAS A&M FOREST SERVICE. Additionally, all Proposers are hereby notified that TEXAS A&M FOREST SERVICE shall consider all factors it believes to be relevant in the selection of the "best value" including but not limited to both subjective and objective criteria and the ability of Proposer to perform the requirements of this RFP. TEXAS A&M FOREST SERVICE' decision is final.

5.1.2 This RFP is a solicitation for proposals and is not a contract or an offer to contract. TEXAS A&M FOREST SERVICE is not obligated to award a contract and reserves the right, at TEXAS A&M FOREST SERVICE' exclusive option to: (1) enter into agreements or other contractual arrangements for all or any portion or portions of the requirements and specifications set forth in this RFP with one or more proposers; (2) reject any and all proposals and re-solicit proposals; or (3) reject any and all proposals and temporarily or permanently abandon the procurement, due to lack of funding or if deemed to be in the best interests of TEXAS A&M FOREST SERVICE.

Additionally, TEXAS A&M FOREST SERVICE reserves the right to make an award(s) and/or enter into an agreement(s) that stipulates options to purchase all or only specific parts of the items and/or services included in the awarded proposal(s) on an "as funded" or "as needed" basis.

By responding to this RFP, proposer fully understands, agrees and accepts that award(s) and resulting agreement(s) for the purchase of any or all portions of the items and/or services included in this RFP is contingent upon availability of sufficient funding.

- 5.1.3 Proposals shall be **valid for a minimum of ninety (90) days from the submittal deadline date** to allow time for evaluation, selection, and any unforeseen delays.
- 5.1.4 The proposer agrees to protect the State of Texas and TEXAS A&M FOREST SERVICE from claims involving infringement of patents or copyrights.
- 5.1.5 The proposer hereby assigns to TEXAS A&M FOREST SERVICE, any and all claims for overcharges associated with any contract resulting from this RFP that arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and that arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
- 5.1.6 No substitutions or cancellations permitted without written approval of the TEXAS A&M FOREST SERVICE.
- 5.1.7 Upon award, delivery shall be effective as stated unless Seller obtains approval from TEXAS A&M FOREST SERVICE for late delivery. Delivery shall be made during normal working hours only unless TEXAS A&M FOREST SERVICE approves otherwise. Delivery may be a factor in award.
- 5.1.8 Proposals and any other information submitted by proposer in response to this RFP shall become the property of TEXAS A&M FOREST SERVICE.
- 5.1.9 **Proposers electing to respond to this RFP are responsible for all costs incurred by proposer for proposal preparation, submittal, presentations (oral or otherwise) that may be made, or any other cost.** TEXAS A&M FOREST SERVICE is not liable for any cost incurred by proposer.
- 5.1.10 Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by TEXAS A&M FOREST SERVICE at its option.
- 5.1.11 Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted or filed in response to this RFP. However, upon written request by proposer, a proposal may be withdrawn or withdrawn and resubmitted at any time **prior** to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without TEXAS A&M FOREST SERVICE' consent, which shall be based on Proposer's written documentation evidencing a reason acceptable to TEXAS A&M FOREST SERVICE in its sole discretion.
- 5.1.12 **Group Purchasing** -- Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing inter-agency cooperation agreement(s) with the Texas A&M Forest Service.

5.2 Alternate Proposal

TEXAS A&M FOREST SERVICE reserves the right to consider alternate proposals submitted by proposers. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.

5.3 Time of Performance

Time is of the essence in the rendering of services hereunder. Seller agrees to perform all obligations and render services set forth per this RFP in accordance with the schedules herein and as mutually agreed upon between TEXAS A&M FOREST SERVICE and Seller during the term of any agreement resulting from this RFP. Seller will not be responsible for, or subject to default, because of any schedule changes or delays of deliverables that may be caused by the action(s) or non-action(s) of TEXAS A&M FOREST SERVICE.

5.4 Default

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

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

5.5 Warranties

In addition to all warranties established by law, Seller hereby warrants and agrees that:

- 5.5.1 All goods and services covered by the agreement shall conform to the specifications, drawings, samples or other descriptions set forth in the agreement or otherwise furnished or adopted by TEXAS A&M FOREST SERVICE, and shall be merchantable fit for the purpose intended, of best quality and workmanship, and free from all defects. TEXAS A&M FOREST SERVICE shall have the right of inspection and approval, and may, at Seller's expense, reject and return nonconforming goods or require re-performance of services that are not in compliance with the requirements of the agreement. Defects shall not be deemed waived by TEXAS A&M FOREST SERVICE' failure to notify Seller upon receipt of goods or completion of services, or by payment of invoice.
- 5.5.2 All goods and services provided under the agreement shall meet or exceed the Safety Standards established and promulgated under the Federal Occupational Safety and Health Administration (Public Law 91-596) and its regulations in effect or proposed as of the date of the agreement.
- 5.5.3 All goods and services delivered pursuant to the agreement shall conform to standards established for such goods or services in accordance with any applicable federal, state, or local laws and regulations, unless otherwise indicated in the agreement.
- 5.5.4 **TECHNOLOGY ACCESS CLAUSE**—The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to the Texas A&M Forest Service that the technology provided to the Texas A&M Forest Service for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - 1. providing equivalent access for effective use by both visual and non-visual means;
 - 2. presenting information, including prompts used for interactive communications, in formats intended for non-visual use and;
 - 3. being integrated into networks for obtaining, receiving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology or by means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

5.6 Agreement Amendments

Any agreement resulting from this RFP may be modified or amended as negotiated and/or mutually agreed upon by TEXAS A&M FOREST SERVICE and Seller. No modification or amendment to any agreement resulting from this RFP shall become valid unless agreed in writing and signed by both TEXAS A&M FOREST SERVICE and the Seller. All correspondence regarding modifications or amendments to the agreement must be forwarded to the TEXAS A&M FOREST SERVICE Purchasing Department for prior review and approval. Only the TEXAS A&M FOREST SERVICE Purchasing Department Head or his/her designee will be authorized to sign changes or amendments to any agreement resulting from this RFP.

5.7 Title, Risk of Loss, and Freight

The title and risk of loss of any goods shall not pass to TEXAS A&M FOREST SERVICE until the goods are actually received, taken possession of, and accepted by TEXAS A&M FOREST SERVICE at point of delivery. All goods furnished hereunder shall be delivered F.O.B. Destination, Freight Prepaid and Allowed. Seller shall be responsible for any and all freight claims.

5.8 Acceptance of Goods and Services

All goods furnished and all services performed under the agreement shall be to the satisfaction of TEXAS A&M FOREST SERVICE and in accordance with the specifications, requirements, terms and conditions of this RFP and the agreement. TEXAS A&M FOREST SERVICE reserves the right to inspect the goods furnished or services performed, and to determine the quality, acceptability, and fitness, of such goods or services.

All goods and equipment furnished must be new and unused at the time of delivery. All equipment must be provided with standard manufacturer's warranty. Instructions, service and parts manuals are to be furnished at no charge. All manuals must be in English.

Before full acceptance, all documentation on the project, as specified in Section 2, shall be provided.

5.9 Sales and Use Tax

TEXAS A&M FOREST SERVICE, as an agency of the State of Texas, is exempt from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Do not include taxes in prices quoted for a proposal in response to this RFP.

5.10 Invoicing

Seller shall submit one copy of an itemized invoice(s) to the designated invoice address showing the purchase order number and this RFP number. In case of a problem on a disputed invoice or charge, Seller will provide necessary information (i.e. duplicate invoice, shipping information and proof of delivery) at no extra charge to TEXAS A&M FOREST SERVICE within five (5) business days of request for such information.

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

5.11 Reporting

Seller will provide the Project Manager or his/her designee detailed progress and/or performance reports on a weekly, bi-weekly, or monthly basis as determined by TEXAS A&M FOREST SERVICE.

Seller may be required to have monthly conferences with a Technical Team, if such is appointed by TEXAS A&M FOREST SERVICE.

Seller will provide other reports as may be required or requested.

5.12 Observance of TEXAS A&M FOREST SERVICE Rules and Regulations

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

5.13 Recall Notice

Seller shall, immediately upon discovery of same, advise TEXAS A&M FOREST SERVICE of any and all required replacement/ modifications to equipment or component parts thereof or withdrawal of product by reason of safety hazard or recall regardless of the nature of same. Any verbal notification must be confirmed in writing within twenty-four (24) hours of such verbal notification. All such formal notices will be submitted to the Texas A&M Forest Service Purchasing Department.

5.14 Non-Disclosure and Sensitive Data

Seller and TEXAS A&M FOREST SERVICE acknowledge that they or their employees may, in the performance of any agreement resulting from this RFP, come into the possession of proprietary or confidential information owned by or in the possession of the other party. Neither party shall use any such information for its own benefit or make such information available to any person, firm corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or TEXAS A&M FOREST SERVICE unless required by law.

5.15 Publicity

No public disclosures or news releases pertaining to this RFP or any details thereof shall be made public without prior written approval of TEXAS A&M FOREST SERVICE. Seller agrees that it shall not publicize any agreement or disclose, confirm, or deny any details thereof to third parties or use any photographs, video recordings, or logos of the TEXAS A&M FOREST SERVICE in connection with any sales promotion or publicity event without the prior written approval of TEXAS A&M FOREST SERVICE.

5.16 Severability

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

5.17 Non-Waiver of Defaults

Any failure of TEXAS A&M FOREST SERVICE at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this RFP and any resulting agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of TEXAS A&M FOREST SERVICE at any time to avail itself of same.

5.18 License and Permits

Seller will obtain and maintain at its own expense, and in its name, all necessary licenses and permits required to perform the services required herein.

5.19 Non-discrimination

Seller and its agents and employees are prohibited from engaging in or allowing any impermissible discrimination on the basis of race, religion, color, national origin, age, sex, disability, or veteran status in relation to (1) Seller's employment practices; (2) the performance of Seller's obligations under the agreement. In performing its obligations under the agreement, Seller shall be subject to and shall comply with all currently effective or subsequently promulgated polices on non-discrimination issued by either TEXAS A&M FOREST SERVICE or the Texas A&M University System.

Rehab Act, VEVRAA, Section 503:

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

5.20 Federal Laws and Regulations

By submitting a signed proposal in response to this RFP, the proposer certifies that proposer is fully informed of, and in full compliance with its obligations under existing applicable federal laws and regulations, including, but not limited to:

- Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D));
- Civil Rights Act of 1991;
- Executive Order 11246, as amended (41 CFR 60-1 and 60-2);
- Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250);
- Rehabilitation Act of 1973, as amended (41 CFR 60-741);
- Age Discrimination Act of 1975 (42 USC 6101 et seq.);
- Non-segregated Facilities (41 CFR 60-1);
- Drug-Free Workplace Act of 1988 (PL 100-690);
- Federal Procurement or Nonprocurement Programs (Executive Order 12549 and 12689);
- Bryd Anti-Lobbying Amendment (31 USC 1352);
- Clean Air Act of 1970 (42 USC 7401 et seq.);
- Federal Water Pollution Control Act (33 USC 1251 et seq.);
- Omnibus Reconciliation Provision, Section 952;
- Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended;
- Americans with Disabilities Act of 1990 (42 USC 12101 et seq.);
- Immigration Reform and Control Act of 1986;
- Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507);
- Federal Occupational Safety and Health Law (PL 91-596) including its regulations in effect or proposed as of the date of the agreement; and

- OSHA Statement – Vendor represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.
- Certification of Non-segregated Facilities of Equal Employment Opportunities Compliance – If this transaction exceeds \$10,000 or if the seller anticipates or has a history of exceeding \$10,000 in sales to the Texas A&M Forest Service within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of Section 202 of Executive Order no. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment Executive Order no. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word “creed” to “religion” and by adding the word “sex”. The signing will also service as written affirmation of the following Certification of Non-segregated Facilities. By the acceptance of this document, the bidder, offeror, applicant or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location under their control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term “segregated facilities” means any waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that they will retain such certifications in their files and that they will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).
- A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U/S.C. 1001.

- Affirmative Action Compliance – In addition to the above certification, if this transaction exceeds \$50,000 the seller must have included as part of the bid a copy of their written Civil Rights “Affirmative Action Compliance Program”. If the bidder is not required to have such a written program, they must have so stated on the bid form indicating the reason it is not required. Paragraph 60.741.4 of Title 41 of Part 60-741 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of \$3,500 or greater.
- This contract for goods and/or services incorporates by reference the equal employment opportunity clause provisions of Executive Order no. 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and all regulations and relevant orders of the U.S.

Secretary of Labor. Awarded vendor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under any awarded contract. Signing this RFP with a false statement is a breach of contract and shall void this submittal.

5.21 Alcohol and Drug Free Workplace

TEXAS A&M FOREST SERVICE is committed to maintaining an alcohol- and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Seller's employees while in the performance of any services provided under an agreement resulting from this RFP is prohibited. Violation of this requirement shall constitute grounds for termination of the agreement. **Additionally, the proposer is required to include in their proposal response, a copy of the proposer's Drug-Free Workplace policy.**

SECTION 6 CONTRACTUAL REQUIREMENTS

6.1 HUB – Historically Underutilized Businesses

TEXAS A&M FOREST SERVICE has reviewed this RFP in accordance with Texas Government Code 2161.252 and TAC 111.14(a) and has determined that subcontracting opportunities are not probable under this contract. Accordingly, a HUB Subcontracting Plan (HSP) is not required.

6.2 Other Benefits

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

6.3 Contract Administration

Upon award and execution of an agreement or contract, administration of such agreement or contract will be by a TEXAS A&M FOREST SERVICE Contract Administrator. All issues relating to the agreement or contract including, but not limited to, contract changes or modifications, Contractor performance, contract renewals, cancellation, and disputes will be handled by the TEXAS A&M FOREST SERVICE Contract Administrator. Contractor will coordinate with the TEXAS A&M FOREST SERVICE Contract Administrator on all issues related to the agreement or contract.

The TEXAS A&M FOREST SERVICE Contract Administrator will be **Travis Lull**.
Contact information is as follows:

TEXAS A&M FOREST SERVICE
Purchasing Office
200 Technology Way Suite 1151
College Station, TX 77845-3424
Phone: 979-458-7382
Fax: 979-458-7386
Email: travis.lull@tfs.tamu.edu

6.4 Project Management

The project will be managed by a TEXAS A&M FOREST SERVICE Project Manager. The Project Manager will coordinate and schedule all work with the Contractor. The Project Manager will be the point of contact for all project information and direction. The Project Manager will manage timetables, process payment requests for goods and services received, coordinate with Contractor on problems and issues to

insure they are resolved quickly, and keep TEXAS A&M FOREST SERVICE Contract Administrator informed on the status of the project. All goods and services supplied by Contractor for this project must be reviewed and accepted by the Project Manager.

The TEXAS A&M FOREST SERVICE Project Manager will be Linda Moon, or her designee. Contact information is as follows:

TEXAS A&M FOREST SERVICE
ATTN: Linda Moon
200 Technology Way, Suite 1281
College Station, TX 77845
(979) 458-6000
lmoon@tfs.tamu.edu

SECTION 7 KEY EVENTS SCHEDULE

7.1 Listed below are the important events and dates by which they must occur. TEXAS A&M FOREST SERVICE reserves the right to change any of these dates/times if determined necessary. Any change in dates/times of events that are to occur prior to and including deadline for vendors to submit responses to proposal will be issued by written addenda.

May 1, 2023 @ 2:00 PM

Pre-bid conference via Teams Meeting

May 5, 2023 @ 2:00 PM

Deadline for questions from vendors.

May 9, 2023 @ 2:00 PM

Response to questions by means of Addendum.

May 11, 2023 @ 2:00 PM

Deadline for vendors to submit proposals.

On or prior to June 9, 2023

Complete review and evaluation process.

Make award.

Second or third week of June, 2023

Issue purchase order.

On or prior to July 1, 2023

Commencement of Work

12-months from purchase order issue date

Product Launch

SECTION 8

EXECUTION OF OFFER

RFP-23-001

Texas A&M Forest Service Website Revision

Notice: This Section (Execution of Offer) ***must*** be completed, signed, dated, and returned with respondent's proposal. ***Failure to do so will result in the rejection of your proposal.***

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted. Signing this proposal with a false statement is a breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists.

By signature hereon affixed, the Proposer hereby certifies that:

8.1 Proposer Affirmation

- 1) The Proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 2) The Proposer is not currently delinquent in the payment of any franchise taxes owed the State of Texas.
- 3) Neither the Proposer or the firm, corporation, partnership, or institution represented by the Proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 4) Pursuant to Section 2155.004(a) Government Code, the Proposer has not received compensation for participation in the preparation of the specifications for this Proposal.
- 5) Pursuant to Section 231.006 (d) Family Code (re: child support), the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any resulting contract from this proposal may be terminated and payment may be withheld if this certification is inaccurate.
- 6) Pursuant to Section 2155.004(b) Government Code the Proposer certifies that the individual or business entity named in this offer is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and/or payment withheld if this certification is inaccurate.
- 7) The Proposer shall defend, indemnify, and hold harmless the State of Texas and the Texas A&M Forest Service, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, cost, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract resulting from this Proposal.
- 8) Proposer agrees that any payment due under any contract resulting from this Proposal will be applied towards toward eliminating any debt or delinquency , regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 9) Proposer agrees to comply with TX Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

- 10) Proposer understands that acceptance of funds under any contract which may result from this RFP acts as acceptance of the authority of the State Auditors Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Proposer further agrees to cooperate fully with the State Auditors Office or its successor in the conduct of the audit or investigation, including providing all records requested. Proposer will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the awarded Proposer and the requirements to cooperate is included in any subcontract it awards.
- 11) Proposer certifies that they are in compliance with Section 669.003 of the TX Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive _____

Name of the State Agency _____

Date of Separation from State Agency _____

Position with Proposer _____

Date of Employment with Proposer _____

- 12) Pursuant to Section 231.006 (c), Family Code, Proposal must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the Proposal. Proposers that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. **If not pre-registered attach name and social security number for each person** (otherwise this information must be provided prior to contract award)
- 13) Proposer certifies that Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmation Action **and that Proposer has included in their proposal response, a written copy of their Civil Rights “Affirmative Action Compliance Program” or a statement as to why Proposer is not required to have such program.**
- 14) Proposer certifies that Proposer maintains an alcohol- and drug-free workplace **and that Proposer has included in their proposal response, a copy of their Drug-Free Workplace policy.**
- 15) Proposer certifies that Proposer is not currently suspended or debarred and that no principals are suspended or debarred from the Federal Procurement or Nonprocurement Programs per common rule Executive Order’s 12549 and 12689.
- 16) Proposer certifies that Proposer has not used Federal appropriated funds to pay any person or a member of Congress, officer, or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract and the extension, continuation, renewal, amendment, or nmodification of any federal contract covered by the Bryd Anti-Lobbying Amendment (31 USC 1352).
- 17) Proposer certifies that Proposer agrees to comply with all standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401 et seq.) and The Federal Water Pollution Control Act (33 USC 1251 et seq.).
- 18) Proposer certifies that Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances including , but not limited to the federal laws and regulations referenced in Section 5.27 of the RFP and as othwise may be applicable to this RFP.

- 19) Proposer acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contact between the Texas A&M Forest Service and Proposer; (3) Texas A&M Forest Service has made no representation or warranty, written or oral, that one or more contracts with Texas A&M Forest Service will be awarded under this RFP; and (4) Proposer shall bear, at is sole risk and responsibility, any cost which arises from Proposer’s preparation of a response to this RFP.
- 20) Proposer, if selected by Texas A&M Forest Service, will maintain all insurance as required by this RFP or any contract resulting from this RFP.

8.2 Signature and Authority to Bind in Contract

The person signing the proposal shall show title or authority to bind his/her firm in contract. Failure to manually sign proposal will disqualify the proposal. Proposal shall give Payee Identification Number PIN (formerly Vendor ID), full firm name and address of Proposer (enter in spaces provided if not shown). The Payee Identification Number is the taxpayer number assigned by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer. If this number is not know, enter the FEI or social security number (for sole owner):

Date: _____

This proposal consist of pages number (1) through _____

Federal Employer’s Identification no. (FEI) _____

Sole Owner should enter social security no. _____

Proposer/Company: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail _____

Name (Typed/Printed): _____

Title: _____

Signature (Ink): _____

| | |
|---|--|
| Check below if preference claimed under Rule TAC 20.38 | |
| <input type="checkbox"/> 1. Supplies, materials or equipment produced in TX/offered by TX bidder* | <input type="checkbox"/> 7. Energy efficient products |
| <input type="checkbox"/> 2. Agriculture products produced or grown in Texas | <input type="checkbox"/> 8. Rubberized asphalt paving material |
| <input type="checkbox"/> 3. Agriculture products and services offered by Texas bidder* | <input type="checkbox"/> 9. Recycled motor oil and lubricants |
| <input type="checkbox"/> 4. U.S.A. produced supplies, materials or equipment | <input type="checkbox"/> 10. Products produced at facilities located on formerly contaminated property |
| <input type="checkbox"/> 5. Products of persons with mentalor physicial disabilities | <input type="checkbox"/> 11. Products and services from economically depressed or blighted areas |
| <input type="checkbox"/> 6. Products made of a recycled, remanufactured or enviromentally sensitive materials including recycled steel | <input type="checkbox"/> 12. Vendors that meet or exceed air quality standards |
| *By signing this offer, Proposer certifies that if a Texas address is shown as the address of the Proposer, Proposer qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20.32 (68). | |

NOTICE: SECTION 8 (EXECUTION OF OFFER) MUST BE COMPLETED, SIGNED, DATED, AND RETURNED WITH RESPONDENT’S PROPOSAL. FAILURE TO DO SO WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

**SECTION 9
RESPONDENT'S QUESTIONNAIRE**

The respondent recognizes and accepts that in selecting a company/agent the Texas A&M Forest Service will rely, in part, on the answers and information provided in response to this Section. Accordingly, respondent warrants to the best of its knowledge that all responses are true, correct and complete. The Texas A&M Forest Service reserves the right to contact each reference listed by Proposer and shall be free from any liability to respondent for conducting such inquiry.

Respondent is requested to respond to all questions

1. Legal name of Proposer's Company: _____
2. Address of Proposer's office that will provide the requirements of this RFP under a resulting agreement: _____
3. Number of years in business: _____
4. Type of Operation:
Individual ____ Partnership ____ Corporation ____ Government ____ Other ____

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

Annual sales volume: _____ (company wide)
Annual sales volume: _____ (servicing location)
5. Provide statement confirming that you will provide a copy of your company's audited financial statements for the past two (2) years, upon request from TEXAS A&M FOREST SERVICE.
6. Provide statement confirming that you will provide a financial rating of your company (such as Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by TEXAS A&M FOREST SERVICE.
7. Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
8. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with TEXAS A&M FOREST SERVICE.
9. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

SECTION 8

EXECUTION OF OFFER

RFP-23-001

Texas A&M Forest Service Website Revision

Notice: This Section (Execution of Offer) ***must*** be completed, signed, dated, and returned with respondent's proposal. ***Failure to do so will result in the rejection of your proposal.***

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted. Signing this proposal with a false statement is a breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists.

By signature hereon affixed, the Proposer hereby certifies that:

8.1 Proposer Affirmation

- 1) The Proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 2) The Proposer is not currently delinquent in the payment of any franchise taxes owed the State of Texas.
- 3) Neither the Proposer or the firm, corporation, partnership, or institution represented by the Proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 4) Pursuant to Section 2155.004(a) Government Code, the Proposer has not received compensation for participation in the preparation of the specifications for this Proposal.
- 5) Pursuant to Section 231.006 (d) Family Code (re: child support), the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any resulting contract from this proposal may be terminated and payment may be withheld if this certification is inaccurate.
- 6) Pursuant to Section 2155.004(b) Government Code the Proposer certifies that the individual or business entity named in this offer is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and/or payment withheld if this certification is inaccurate.
- 7) The Proposer shall defend, indemnify, and hold harmless the State of Texas and the Texas A&M Forest Service, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, cost, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract resulting from this Proposal.
- 8) Proposer agrees that any payment due under any contract resulting from this Proposal will be applied towards toward eliminating any debt or delinquency , regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 9) Proposer agrees to comply with TX Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

- 10) Proposer understands that acceptance of funds under any contract which may result from this RFP acts as acceptance of the authority of the State Auditors Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Proposer further agrees to cooperate fully with the State Auditors Office or its successor in the conduct of the audit or investigation, including providing all records requested. Proposer will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the awarded Proposer and the requirements to cooperate is included in any subcontract it awards.
- 11) Proposer certifies that they are in compliance with Section 669.003 of the TX Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive _____

Name of the State Agency _____

Date of Separation from State Agency _____

Position with Proposer _____

Date of Employment with Proposer _____

- 12) Pursuant to Section 231.006 (c), Family Code, Proposal must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the Proposal. Proposers that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. **If not pre-registered attach name and social security number for each person** (otherwise this information must be provided prior to contract award) *We will submit this information prior to contract award if selected for this project.*
- 13) Proposer certifies that Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmation Action **and that Proposer has included in their proposal response, a written copy of their Civil Rights "Affirmative Action Compliance Program" or a statement as to why Proposer is not required to have such program.** *We are uncertain if we are required to have one.*
- 14) Proposer certifies that Proposer maintains an alcohol- and drug-free workplace **and that Proposer has included in their proposal response, a copy of their Drug-Free Workplace policy.**
- 15) Proposer certifies that Proposer is not currently suspended or debarred and that no principals are suspended or debarred from the Federal Procurement or Nonprocurement Programs per common rule Executive Order's 12549 and 12689.
- 16) Proposer certifies that Proposer has not used Federal appropriated funds to pay any person or a member of Congress, officer, or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract and the extension, continuation, renewal, amendment, or modification of any federal contract covered by the Bryd Anti-Lobbying Amendment (31 USC 1352).
- 17) Proposer certifies that Proposer agrees to comply with all standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 USC 7401 et seq.) and The Federal Water Pollution Control Act (33 USC 1251 et seq.).
- 18) Proposer certifies that Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances including , but not limited to the federal laws and regulations referenced in Section 5.27 of the RFP and as otherwise may be applicable to this RFP.

We are uncertain if we are required to have a "Affirmative Action Compliance Program"

- 19) Proposer acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between the Texas A&M Forest Service and Proposer; (3) Texas A&M Forest Service has made no representation or warranty, written or oral, that one or more contracts with Texas A&M Forest Service will be awarded under this RFP; and (4) Proposer shall bear, at its sole risk and responsibility, any cost which arises from Proposer's preparation of a response to this RFP.
- 20) Proposer, if selected by Texas A&M Forest Service, will maintain all insurance as required by this RFP or any contract resulting from this RFP.

8.2 Signature and Authority to Bind in Contract

The person signing the proposal shall show title or authority to bind his/her firm in contract. Failure to manually sign proposal will disqualify the proposal. Proposal shall give Payee Identification Number PIN (formerly Vendor ID), full firm name and address of Proposer (enter in spaces provided if not shown). The Payee Identification Number is the taxpayer number assigned by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer. If this number is not known, enter the FEI or social security number (for sole owner):

Date: 5/16/23

This proposal consists of pages number (1) through 98

Federal Employer's Identification no. (FEI) 54-1785936

Sole Owner should enter social security no. Will supply this in a secure method if selected.

Proposer/Company: NewCity Media, INC

Address: 301 S. Main St. #207 Blacksburg, VA

City/State/Zip: Blacksburg, VA

Telephone No.: 540-552-1320

Fax No.: N/A

E-mail: hello@inside.newcity.com

Name (Typed/Printed): Matt Simmons

Title: VP of Light Strategy & Business Development

Signature (Ink): 

Check below if preference claimed under Rule TAC 20.38

1. Supplies, materials or equipment produced in TX/offered by TX bidder*
2. Agriculture products produced or grown in Texas
3. Agriculture products and services offered by Texas bidder*
4. U.S.A. produced supplies, materials or equipment
5. Products of persons with mental or physical disabilities
6. Products made of a recycled, remanufactured or environmentally sensitive materials including recycled steel

7. Energy efficient products
8. Rubberized asphalt paving material
9. Recycled motor oil and lubricants
10. Products produced at facilities located on formerly contaminated property
11. Products and services from economically depressed or blighted areas
12. Vendors that meet or exceed air quality standards

*By signing this offer, Proposer certifies that if a Texas address is shown as the address of the Proposer, Proposer qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20.32 (68).

NOTICE: SECTION 8 (EXECUTION OF OFFER) MUST BE COMPLETED, SIGNED, DATED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO DO SO WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.