

**REQUEST FOR QUALIFICATIONS/PROPOSALS  
FOR**

**TEXAS STATE UNIVERSITY SYSTEM  
AUSTIN, TEXAS**

**Graphic Design and Creative Services**

**RFQ No.:**

**758-16-00037**

**Submission Date:**

**February 19, 2016 - 3:00 p.m. (C.S.T.)**

**Prepared By:**

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Associate Vice Chancellor for Governmental Relations

Texas State University System

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**REQUEST FOR QUALIFICATIONS/PROPOSALS  
FOR  
GRAPHIC DESIGN AND CREATIVE SERVICES  
THE TEXAS STATE UNIVERSITY SYSTEM  
RFP No. 758-16-00037**

**SECTION 1 – GENERAL INFORMATION & REQUIREMENTS**

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“TSUS”) is soliciting Request for Proposals (“RFP”) for selection of a graphic design and creative services firm. This solicitation sets forth the terms, conditions, and requirements to be considered for this work. (Prospective entities submitting their proposals in response to this solicitation are called “Respondents”). **TSUS is requiring Statements of Qualifications, HUB Plans and Proposals be submitted at the same time.**
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. Additionally, if required pursuant to the provisions of Senate Bill 20 (79th Legislature 2015), the contract resulting from this solicitation will be posted on the Owner’s website.
- 1.2.1 **TSUS strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.**
- 1.2.2 Any portion of the Proposal that Respondent considers confidential or proprietary information, or to contain trade secrets of the Firm must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide TSUS with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General’s office prior to releasing any information requested under the Public Information Act.
- 1.3 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by TSUS as a written addendum. It is the responsibility of all Respondents to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. All such addenda issued by TSUS before the submittals are due shall be acknowledged by Respondents and incorporated into its response to the RFP. Respondents shall be required to consider only those clarifications and interpretations that the Owner issues by addenda five (5) or more days prior to the submittal deadline (see Section 1.6 for date). Interpretations or clarifications obtained in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.
- 1.3.1 **ADDENDA, IF REQUIRED, WILL BE ISSUED BY THE TEXAS STATE UNIVERSITY SYSTEM FOR THIS RFP VIA THE ELECTRONIC STATE BUSINESS DAILY (ESBD) WEBSITE AT: [HTTP://ESBD.CPA.STATE.TX.US](http://ESBD.CPA.STATE.TX.US). REFERENCE THE RFP NUMBER PROVIDED IN THIS RFP.**

After the RFP is advertised, proposers will have until 3:00 p.m., Central Time, February 12, 2016, to submit written questions for clarification of the proposal. Send questions to contact information listed under Section 1.4. All questions submitted and received will be reviewed, consolidated where possible, and answered in one addendum to the proposal. The addendum will be posted on the Texas Electronic State Business Daily. Addenda are usually posted within 2 business days unless the questions involve legal issues or complex subjects. It is the proposer's responsibility to continually check the website for Addenda.

- 1.4 **POINT-OF-CONTACT:** TSUS designates the following person as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with TSUS and direct all questions regarding this RFP, including questions regarding terms and conditions, **in writing** to the Point-of-Contact person no later than February 12, 2016.

**Attn:**

Mike Wintemute  
Associate Vice Chancellor for Governmental Relations  
Texas State University System  
Thomas Rusk Building, Suite 600  
208 East 10<sup>th</sup> Street  
Austin, TX 78701-2407  
512-463-4862  
[mike.wintemute@tsus.edu](mailto:mike.wintemute@tsus.edu)

- 1.5 **DEADLINE AND LOCATION:** The Owner will receive Qualifications, HUB Plan and Proposals for RFQ/P 758-16-00037 at the time and location described below.

**February 19, 2016, 3:00 p.m. (Central Standard Time)**

Mike Wintemute  
Associate Vice Chancellor for Governmental Relations  
Texas State University System  
Thomas Rusk Building, Suite 600  
208 East 10<sup>th</sup> Street  
Austin, TX 78701-2407  
512-463-4862  
[mike.wintemute@tsus.edu](mailto:mike.wintemute@tsus.edu)

- 1.5.1 Submit (1) one electronic version of the Qualification/Proposal Package on CD or Thumb Drive format.
- 1.5.2 Submit (1) one original copy of the Qualifications/Proposal.
- 1.5.3 Submit (1) one original copy of the HUB Plan as a separate attachment to the Qualifications as described in Section 1.11.
- 1.5.4 Qualifications received after the state official deadline will be returned to the Respondent unopened.
- 1.5.5 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

- 1.5.6 Properly submitted Qualifications will not be returned to Respondents.
- 1.5.7 Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to the Point of Contact person; the package must clearly identify the submittal deadline, the RFQ number, Respondent name, email address of RFQ contact, and return address.
- 1.6 SCHEDULE:
- 1.6.1 Deadline for Submission of Written Questions (3:00 p.m.) .....February 12, 2016
- 1.6.2 TSUS receives Qualifications/Proposals/HSP (3:00 p.m.) .....February 19, 2016
- 1.7 EVALUATION OF PROPOSALS: All properly submitted Proposals will be reviewed, evaluated, and ranked by TSUS. The top five or fewer ranked Respondents may be selected by TSUS to participate in an interview process.
- 1.8 TSUS' RESERVATION OF RIGHTS: TSUS may evaluate the Proposals based on the anticipated completion of all or any portion of the Scope of Work. TSUS reserves the right to divide the Scope of Work into multiple parts.
- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts the determination of the "most qualified" firm(s) will require subjective judgments by TSUS. The results of this "most qualified" determination will be combined with the Proposal evaluation results to determine the best value proposal for TSUS.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent. Respondents submit Proposals at their own risk and expense.
- 1.11 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS: It is the policy of the Texas State University System and each of its component institutions to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, TSUS has adopted the Policy on Utilization of Historically Underutilized Businesses. The Policy applies to all contracts with an expected value of \$100,000 or more. If TSUS determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Qualifications. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Qualifications.
- 1.11.1 TSUS has determined that subcontracting opportunities are probable.
- 1.11.2 Policy on Historically Underutilized Businesses can be found on the Texas State Comptrollers website at:
- <http://www.cpa.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.
- 1.12 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to

participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.

- 1.13 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised the successful Respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The contractor agrees each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.14 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.15 CONFLICTS/CONTACT: Respondents shall not contact existing members of the Board of Regents, TSUS employees as well as those of System's component institutions during the open period.
- 1.16 OWNERSHIP and USE OF WORK MATERIAL: All work material, whether or not accepted or rejected by TSUS, is the sole property of TSUS and for its exclusive use and re-use at any time without further compensation and without any restriction.
- 1.17 VALIDITY PERIOD: Each proposal should state that it will remain valid for a minimum of forty-five (45) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

## SECTION 2 – OVERVIEW

- 2.1 DESCRIPTION OF TSUS: The Texas State University System, founded in 1911, is the first higher education system established in Texas. Beginning as an administrative means to consolidate the support and management of state teacher colleges, the System has evolved into a network of higher education institutions stretching from the Texas–Louisiana border to the Big Bend region of West Texas.

Today, eight component institutions offer a broad range of academic and career opportunities. Throughout the System, faculty and staff are preparing students to work in and contribute to our global society.

The Texas State University System member institutions include:

- Lamar University
- Sam Houston State University

- Sul Ross State University
- Texas State University
- Lamar Institute of Technology
- Lamar State College - Orange
- Lamar State College - Port Arthur
- Sul Ross State University Rio Grande College

The Texas State University System is governed by a nine-member Board of Regents appointed by the governor. In addition, a nonvoting student regent is appointed annually to the board. The administration, which is headed by a board-appointed chancellor, is based in Austin, where it provides support to the System components and state government.

- 2.2 **PROJECT DESCRIPTION:** The Texas State University System, on behalf of its component institutions, works to effectively communicate with a variety of constituencies. Critical to this effort are the System's website, digital and social media, publications and collateral. As TSUS maintains a small and efficient System Office, graphic design and creative services must be acquired from an independent graphic design firm.

### **SECTION 3 – SCOPE OF WORK**

- 3.1 Respondents shall submit a response to the scope of work listed. Respondents may address any or all of the scope. The respondents are encouraged to include any other services which they think would be of benefit (include the reasons) to TSUS.
- Review and update the TSUS website (tsus.edu) based on the existing design template. Changes may include updated colors, graphics and modest layout changes.
  - Create a stand-alone web page to highlight higher education initiatives.
  - Create info graphics for social media (10-20).
  - Create short web videos for social media and website (6-10).
  - Design new banner ads for online marketing (30-50).
  - Design an annual report, brochures, pamphlets and other collateral, as needed.
- 3.2 TSUS will provide written content, data and most photography for projects listed above.
- 3.3 Respondents shall provide a price quote/estimate by individual scope of work listed above for those services they are going to provide to TSUS by completing Attachment A. Printing costs shall not be included in pricing.
- 3.4 Term of the contract shall be one year. TSUS may extend the term of the resulting contract in one year increments by written notice to the vendor at least 30 days prior to the end of the performance period. The total duration of the contract, including the exercise of options, shall not exceed three consecutive years.
- 3.5 Proposal shall include a statement that the all deliverables will be received within the term of the contract.

## SECTION 4 – COMPANY OVERVIEW

### 4.1 Qualifications

- 4.1.1 Provide a brief overview of the qualifications of key personnel who will service the TSUS account. Include the number of clients serviced by each individual and the number of higher education clients. Examples of key personnel would include account executives, account managers and key service representatives.
- 4.1.2 Provide the qualifications for the office or branch that will service the TSUS account, including (without limitation) the following qualifications:

Total Number of Employees:

Approximate Total Number of Clients:

Number of Private College, Universities, Academic, Clients:

Number of Public College, Universities, Academic, Clients:

### 4.2 Business Reputation

- 4.2.1 Provide references of at least two (2) current clients and two (2) former clients who have terminated services with your company in the past two (2) years. The reference list should include client name and address, name of the client contact, his or her telephone number and e-mail address, and a brief description of the work performed for the client.

## SECTION 5 – INSURANCE

### 5.1 Insurance

- 5.1.1 Contractor, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as TSUS may require:

5.1.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than

Employers Liability - Each Accident \$1,000,000

Employers Liability - Each Employee \$1,000,000

Employers Liability - Policy Limit \$1,000,000

Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, and (b) a waiver of all rights of subrogation and other rights in favor of TSUS;

5.1.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit \$1,000,000

Damage to Rented Premises \$ 100,000

Medical Expenses (any one person) \$ 10,000

Personal & Advertising Injury \$1,000,000

General Aggregate \$2,000,000

Products - Completed Operations Aggregate \$2,000,000



Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.

5.1.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Combined Single Limit Bodily Injury and Property Damage;

5.1.1.4 Errors and Omissions Insurance with limits of not less than \$1,000,000 per claim.

5.1.2 Contractor will deliver to TSUS:

5.1.2.1 Evidence satisfactory to TSUS in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Contract and prior to the performance or continued performance of any services to be performed by Contractor under this Contract.

5.1.2.2 Additional evidence, satisfactory to TSUS in its sole discretion, of the continued existence of all insurance not less than five (5) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Liability, shall be endorsed and name TSUS as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of TSUS. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy shall be canceled until after thirty (30) days' unconditional written notice to TSUS. All policies shall be endorsed requiring the insurance carrier providing coverage to send notice to TSUS 30 days prior to any cancellation, material change, or non-renewal (60 days for non-renewal) relating to any insurance policy required herein.

5.1.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

5.1.3.1 Commercial General Liability Insurance, Business Automobile Liability Insurance; will be kept in force until receipt of Final Payment by TSUS to Contractor; and

5.1.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Work has been fully performed and accepted by TSUS in writing.

5.1.3.3 Errors and Omissions Insurance will be kept in force an additional two years after the Work has been fully performed and accepted by TSUS in writing



**ATTACHMENT A**

**Pricing Sheet**

<b>Scope of Work</b>	<b>Cost</b>
Review and update the TSUS website	
Create a stand-alone web page	
Create info graphics for social media (10-20)	
Create short web videos for social media and website (6-10)	
Design new banner ads for online marketing (30-50)	
Design an annual report	
Design brochures, pamphlets and other collateral,	

If Respondent would like to provide an annual fee for all services: \_\_\_\_\_

Indicate if the cost quoted includes all travel expenses, including but not limited to mileage, accommodations, airfare, etc.

Include any and all costs of materials, parts, labor, equipment, facilities, travel, delivery, installation, etc. in the unit pricing of this proposal.

If Respondent provides additional services than those shown above, please provide a service description, reason for the service, benefits, cost, etc. on a separate sheet.