

Midwestern State University

Purchasing & Contract Management Department
2733 Midwestern Pkwy, Room 105
Wichita Falls, TX 76308



Request for Proposal

Digital Marketing Services

RFP 735-2024-8241

July 23, 2024

Anticipated Schedule of Events

July 23, 2024	Issuance of RFP
August 8, 2024 (12:00 pm CT)	Deadline for Submission of Questions
August 9, 2024 (5:00 pm CT)	Release of Official Responses to Questions
August 15, 2024 (2:00 pm CT)	Deadline for Submissions of Offers

Table of Contents

Section 1: Summary
1. Summary
Section 2: General Information
2.1 Introduction
2.2 Information about Midwestern State University
2.3 Terms & Conditions
2.4 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, MSU Operating Policies & Procedures
Section 3: Notice to Respondents
3.1 Clarification of Instructions or Specifications
3.2 Group Purchasing Procurement
3.3 Availability of Funds
Section 4: Response Submission Procedures
4.1 Response Submission
4.2 Freight Terms
4.3 Altered/Amended Responses
4.4 Sales Tax
4.5 Samples
4.6 Condition of Items
4.7 Right to Reject
4.8 Delivery
4.9 Variation in Quantity
4.10 Bid Deposit
4.10 Accessibility & Section 508 Compliance
4.11 Validity Period
Section 5: Evaluation & Award
5.1 Award
5.2 Public Information
5.3 Invoicing
5.4 Payments
5.5 Discrimination
5.6 Assignment
5.7 Other Remedies
5.8 E-Verify
5.9 Bonds
5.10 HUB Subcontracting Plan
5.11 Ethics Reporting
5.12 Best & Final Offers
5.13 Contract Management
Section 6: Requirements, Specifications/Scope of Work, Response Sheet
6.1 Response Requirements
6.2 Specifications & Scope of Work
6.3 Response Sheet/Pricing Schedule
Section 7: Affirmation & Conflict of Interest Disclosure
7. Conflict of Interest Affirmation (Proposer Information & Signature)
Appendices
Appendix A – References
Appendix B – Affidavit
Appendix C – Addenda Checklist
Appendix D – Sample Contract
Appendix E – HUB Search Assistance

Section 1

Summary

1.1 Type of Solicitation:	Request for Proposal (RFP)
1.2 Issuing Office:	Midwestern State University Purchasing & Contract Management 2733 Midwestern Parkway, Room 105 Wichita Falls, TX 76308
1.3 Responses to RFP:	Sealed Competitive Proposal
1.4 Anticipated Schedule of Events:	
Issuance of RFP:	July 23, 2024
Deadline for Submission of Questions:	August 8, 2024 (12:00 pm CT)
Deadline for Response to Questions:	August 9, 2024 (5:00 pm CT) or as soon as possible thereafter as practical
Deadline for Offers:	In issuing office no later than: August 15, 2024 (2:00 pm CT)
1.5 Initial Contract Term:	Award to Project Completion
1.6 Optional Contract Term	The anticipated term of any resulting agreement will begin September 1, 2024 and will expire on August 31, 2025. The agency will have the option for four (4) additional one (1) year renewal options.
1.7 Contact Person for this RFP:	Tracy Nichols (tracy.nichols@msutexas.edu)
1.8 Offers Submitted:	
By Mail or Hand Delivery:	Accepted
By Email:	Accepted (Highly Preferred)
By Fax:	Not Accepted
1.9 RFP Addenda:	Notice of changes to items directly affecting the original RFP or offer process will be posted on the MSU Purchasing Webpages. Amendments to the solicitation will be posted to the RFP as addenda. It is the responsibility of interested parties to check periodically for updates to the RFP prior to submitting a response. Each respondent is solely responsible for verifying receipt of addenda, if applicable, and offer by the deadline specified.
1.10 Questions & Responses:	Questions regarding this RFP must be submitted in writing and must be submitted to the contact person noted in Section 1.7. Telephone inquiries will not be accepted. The agency intends to post responses to the questions received in the form of addenda posted on the MSU Purchasing Webpage. Each respondent is solely responsible for verifying receipt of addenda, if applicable, and offer by the deadline specified.

1.11 Respondent Presentations:	Presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, responses should be complete when submitting by the deadline indicated in Section 1.4. The presentation will be conducted at a location, date and time to be arranged. The agency will determine the number of top-scoring respondents in its sole discretion.
1.12 Contact with Agency Staff:	Upon issuance of the RFP, employees and representative of the agency, other than the agency contact person identified in Section 1.7, shall not discuss the contents of the RFP with any respondent or its representative. Failure of a respondent or any of its representatives to adhere to this requirement may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties conducting business unrelated to the procurement.
1.13 Additional Requirements/Qualifications:	N/A
1.14 Evaluation of Offer:	Best Value Standard per Texas Government Code 2155.074.

Description	Weight
Completeness & General Response to this RFP	5%
Past Performance	5%
References	5%
Similar Project Experience	15%
Overall Costs	70%
Total:	100%

It is understood that factors listed in Texas Government Code 2156.007 & 2157.003 may also be considered in making an award when specified.

Section 2

General Information

2.1 Introduction

Midwestern State University seeks responses from qualified respondents for digital marketing services. Commodities & Services are specifically described in Section 6 (Specifications/Scope of Work).

2.2 Information about Midwestern State University

Midwestern State University is a state/public institution of higher education governed by the Texas Legislature and its statutes and by Midwestern State University policies. Midwestern State University is a member of the Texas Tech University System.

Midwestern State University is located in Wichita Falls, Texas, midway between Oklahoma City and the Dallas/Fort- Worth Metroplex. The 255-acre campus is nestled among the city's residential area, and comprises 70 buildings, numerous playing fields, and outdoor recreational facility near Sikes Lake.

Founded in 1922, Midwestern State University is one of 36 public institutions of higher education in Texas. It is organized into 7 colleges with 16 undergraduate programs offering 43 majors and 30 minors, and 9 graduate programs offering 28 majors and 15 minors. Midwestern State University is the only university in Texas with membership in the Council of Public Liberal Arts Colleges (COPLAC).

In athletics, Midwestern State University fields 13 intercollegiate NCAA Division II athletic teams and is a member of the Lone Star Conference (LSC).

2.3 General Terms & Conditions

These General Terms and Conditions or ones that are substantially similar will be contained in any resulting Contract arising out of this RFP. In addition, and to the extent they do not conflict with these terms, <https://msutexas.edu/purchasing/assets/files/purchasing-general/midwestern-state-university-standard-terms-and-conditions-for-purchase-order---rev-6-nov.-2020-final.pdf> , will apply to all Procurements or Goods or Services by Midwestern State University.

2.4 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, MSU Operating Policy & Procedures

By submitting a response, the respondent agrees to and shall comply with all applicable local, state, and federal laws

Regulations, as well as with all applicable policies and procedures of the Texas Tech University System & Midwestern State University.

Section 3

Notice to Respondents

PLEASE NOTE CAREFULLY

Review this document in its entirety. Be sure your response is complete, and double-check your response for accuracy.

THIS IS THE ONLY APPROVED INSTRUCTION FOR THIS SOLICITATION. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF RESPONSE. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

RESPONSES SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

This is a quotation inquiry only and implies no obligation on the part of the agency. All cost quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this SOLICITATION in excess of the amounts quoted.

The respondent agrees to protect the agency from claims involving infringement of patents or copyrights.

3.1 Clarification of Instructions or Specifications

Questions requiring only clarification of instructions or specifications will be handled through the email process. Telephone inquiries will not be accepted. If any questions result in a change or addition to this solicitation, the change(s) and addition(s) will be addressed to all respondents involved as quickly as possible in the form of an addendum. It is the responsibility of the respondent to view the posting on the agency purchasing web page located at <http://msutexas.edu/purchasing/>. Written inquiries pertaining to solicitations must give RFP number. Oral or other written interpretations or clarifications shall be without legal effect.

3.2 Group Purchasing Procurement

Texas law authorizes institutions of higher education (defined by Texas Education Code §61.003) to use the group purchasing procurement method (Texas Education Code §51.9335). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful respondent under this RFP.

3.3 Availability of Funds

Award of this solicitation will be contingent on availability of agency funds.

3.4 Non-Bid Solicitations

Phone calls/emails from vendors using this solicitation in an attempt to make a sales call (which circumvents the solicitation process) will not receive a response.

Section 4

Response Submission Procedures

4.1 Response Submission

Each sealed response shall be properly identified with the name and number of solicitation and name of respondent submitting response. Responses must be in the agency purchasing office BEFORE the hour and date specified in accordance with Section 1.8. Submitted responses will be date/time stamped upon receipt.

Electronic submissions are highly preferred and must be sent to the contact person email address referenced in Section 1.7.

If submissions are mailed or hand delivered, one (1) original individually bound completed response and one (1) electronic version (USB Drive) is required. See Section 1.8 for acceptable submission requirements.

Mailed or hand delivered submissions must be received in the issuing office noted in Section 1.2 before the scheduled deadline for submissions noted in Section 1.4. Submissions received after the deadline will not be accepted. This includes submissions using overnight or next day mailing services that do not arrive in the issuing office by the scheduled deadline for submission.

In the event of inclement weather and the agency offices are officially closed on a response opening day, responses will be received until 2:00 p.m. of the next business day. At which time said responses will be privately opened.

RESPONDENTS SHALL SUBMIT RESPONSE PRICING ON THE FORM PROVIDED, SIGN THE RESPONDENT AFFIDAVIT NOTICE, AND RETURN ENTIRE RESPONSE PACKET. Should additional documentation or solicitation instructions be required, it will be noted in Section 6.1.

Responses MUST give full firm name and address of the respondent. Failure to manually sign response will result in disqualification. Person signing response should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

References should be included. Three (3) current customers with a comparable purchase shall be listed with complete name, address, telephone number, and contact person.

Any catalog, brand name, or manufacturer's reference used in the solicitation is descriptive-NOT restrictive-it is to indicate type and quality desired unless otherwise indicated. Responses on brand of like nature and quality may be considered, unless otherwise noted in Section 6.1. If response is based on other than referenced specifications, response must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the response. If respondent takes no exception to specifications or reference data, he/she will be required to furnish brand names, numbers, etc., as specified.

4.2 Freight Terms

QUOTE F.O.B. DESTINATION. If otherwise, show exact cost to deliver. Quote unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Responses subject to unlimited price increase will not be considered.

4.3 Altered/Amended Responses

Responses CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by respondent or his/her authorized agent. No response can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.

4.4 State Sales Tax

The agency is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RESPONSE.

4.5 Samples

Samples, when requested, must be furnished free of expense to the agency. If not destroyed in examination, they will be returned to the respondent on request, at his/her expense. Each sample should be marked with respondent's name, address, and agency RFP number. DO NOT ENCLOSE OR ATTACH SAMPLE TO RESPONSE.

4.6 Condition of Items

All items quoted shall be new, in first class condition suitable for shipment and storage (the agency prefers recycled packaging whenever possible), unless otherwise indicated in solicitation. Verbal agreements to the agency will not be recognized. All materials and services shall be subject to the agency's approval. Unsatisfactory materials will be returned at respondent's expense.

4.7 Right to Reject

The agency reserves the right to accept or reject all or any part of any response, waive minor technicalities and award to the respondent that proposes the Best Value to the agency. The agency reserves the right to award by item or by total response. Prices should be itemized.

All responses meeting the intent of this RFP will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the response. The absence of such a list shall indicate that the respondent has not taken exception and shall hold the respondent responsible to perform in strict accordance with the specifications of the solicitation. The agency reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the agency.

4.8 Delivery

Responses with deliverables or commodities to be delivered must show number of days required to make delivery to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates respondent to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause response to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from respondent list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.

If delay is foreseen, respondent shall give written notice to Director of Purchasing. The agency has the right to extend delivery date if reasons appear valid. Respondent must keep agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the agency to purchase supplies elsewhere and charge full increase in cost and handling to defaulting respondent.

Consistent and continued tie bidding could cause rejection of responses by the Agency and/or investigation for Anti-Trust violations.

When quoting delivery/freight charges, respondents will include ALL costs associated with the delivery of the commodities to include, but not limited to fuel surcharges, customs, duties, convenience delivery fees, limited access charges, etc. Delivery costs not included in the response will be the responsibility of the respondent.

4.9 Variation in Quantity

The agency assumes no liability for commodities produced, processed, or shipped in excess of the amount specified herein.

4.10 Accessibility & Section 508 Compliance

Respondents are required to supply detailed information on how their proposed products, services, and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised) (if applicable).

For each Information Communication Technology recourse (ICT) product or service included in solicitation responses subject to Texas Administrative Code 1 TAC 206 & 1 TAC 213 (which includes the U.S. Section 508 technical specifications), the respondent shall provide documentation of how each requirements or specification is met.

It is the respondent's responsibility to maintain the integrity of any accessibility documentation provided to the agency. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise.

If the respondent plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the respondent shall provide a completed Voluntary Product Accessibility Template (VPAT) for each COTS product offered. For third party COTS products, the respondent must obtain and submit VPATS or links to them from the third party as part of the solicitation response. The VPAT template can be obtained at ITI's website:

<https://www.itic.org/dotAsset/db71ce67-c44a-4925-8d46-f8a76c3a1db2.doc>

The VPAT consists of a long series of tables. The initial one, the Summary Table, is used to provide a sense of your product's overall "level of compliance" with Texas Administrative Codes ITAC 206 & ITAC 213 Accessibility Requirements. Subsequently, the Section 1194.xx Tables contain the detailed subparagraphs the Section 508 requirements are comprised. It is within these tables you shall define in detail how your product did or did not comply with a specific requirement.

4.11 Validity Period

Responses must be valid for a minimum of 120 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Responses, if accepted, shall remain valid for the duration of the contract.

Section 5

Award/Post Award

5.1 Award

A written contract or purchase order mailed or otherwise furnished to the successful respondent within the time of acceptance specified in this package results in a binding contract without further action by either party.

No substitutions or cancellations permitted without written approval of Director of Purchasing.

SUCCESSFUL RESPONDENT WILL BE NOTIFIED BY EMAIL OR MAIL. All responding respondents will receive written notification regarding the outcome of the award. See Section 1.5 & 1.6 for contract term and renewal options with regards to services.

In accordance with Texas Tech University System (TTUS) Board of Regents Rule 7.12, the contract will require a no-fault cancellation clause.

5.2 Public Information

Respondents are hereby notified that the agency strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

The agency may seek to protect from disclosure all information submitted in response to this RFP until such time a final agreement is executed.

Upon execution of a final agreement, the agency will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.). Respondents will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Texas Government Code § 552.101, 552.110, 552.113, and 552.131, Government Code.

Midwestern State University, as part of the Texas Tech University System (TTUS), follows MSU (OP) 01.02 and TTUS Regulation 07.01 with regards to the handling of public requests and the assessment of any charges for fulfilling requests. TTUS Regulations 07.01 is available at <https://www.texastech.edu/offices/cfo/system-regulation-07.01-public-records.pdf>

5.3 Invoicing

Respondent shall submit two (2) copies of an itemized invoice showing solicitation number and purchase order number to:

Midwestern State University
ATTN: Purchasing
3410 Taft Blvd.
Wichita Falls, TX. 76308

5.4 Payments

The agency, after receipt of completed order will make payment to the respondent within 30 days from the receipt of goods or invoice whichever is later in accordance with Texas Government Code §2251.021. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments, the agency is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the agency.

5.5 Discrimination

In order to comply with the provisions of fair employment practices, the respondent agrees as follows:

a.) The respondent will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin.

b.) in all solicitations or advertisements for employees, the contactor will state that all qualified applicants will receive consideration without regard to race, color, age, sex (including pregnancy, gender identity and sexual orientation), religion, disability, genetic information, veteran status, or national origin, or any other legally protected category, class, or characteristic;

c.) The respondent will furnish such relevant information and reports as request by the agency for the purpose of determining compliance with these regulations; and

d.) Failure of the respondent to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated, or suspended in whole or in part.

5.6 Assignment

Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.

5.7 Other Remedies

In addition to the remedies stated herein, the agency has the right to pursue other remedies permitted by law or in equity.

5.8 E-Verify

Respondents certifies that for contract for services, respondents shall utilize the U.S. Department of Homeland Security E-Verify system during the term of the contract to determine the eligibility of:

All persons employed by respondents to perform duties within Texas; and

All persons, including subcontractors, assigned by respondents to perform work pursuant the contract within the United States.

5.9 Bonds (for Construction Solicitations)

Bid Deposit (Bid Bond) - A deposit required with submitted responses from respondents to protect the State in the event a low respondent attempts to withdraw its response or otherwise fails to enter into a contract with the State. A Bid Deposit of five percent (5%) will be required if your response is \$25,000 or above.

Payment Bond - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's failure to pay subcontractors and material suppliers. If awarded the project a Payment Bond will be required if your response is \$25,000 or above.

Performance Bond - A deposit, pledge, or contract of guaranty supplied by a contractor to protect the State against loss due to the contractor's inability to complete the contract as agreed. If awarded the project a Performance Bond is required for responses of \$100,000 or above.

5.10 HUB Subcontracting Plan

A HUB Subcontracting Plan ("HSP") is required as part of respondent's response if a solicitation is \$100,000 or above.

Midwestern State University has determined that there are subcontracting opportunities. Since the agency has determined that there are subcontracting opportunities, the respondent must include a HSP even if the respondent intends to self-perform. The required supporting documentation must be submitted with the HSP. Respondents that fail to do so will be considered non-responsive to this RFP in accordance with Texas Government Code §2161.252.

The agency is relying upon respondent's expertise to fully identify subcontracting opportunities that best align with the agency and this RFP. Respondents who intend to subcontract are responsible for identifying all areas that will be subcontracted. Additional information regarding the State of Texas HUB Program can be found at: <https://comptroller.texas.gov/purchasing/vendor/hub>.

If a properly submitted HSP contains minor deficiencies (e.g., failure to sign or date the plan, etc.), the agency may contact the respondent for clarification to the plan if it contains sufficient evidence that the respondent developed and submitted the HSP in good faith.

HSP forms can be found at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

5.11 Ethics Commission Reporting

The agency is required under Texas Legislature House Bill 1295 (Texas Government Code §2252.908) to request Ethics Commission Reporting from contractors with agreements that has a value of at least \$1 million (value of an agreement is based on the amount of consideration received or to be received by the contractor from the agency).

The Business Entity must file Form 1295 electronically with the Texas Ethics Commission using the online filing application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.12 Best and Final Offer

When deemed appropriate, after the submission of responses but before the final selection of the successful response, the agency may permit a respondent to revise its response in order for the agency to obtain a best and final offer (BAFO). The agency will provide each respondent within the competitive range with an equal opportunity for discussion and revision of their response, and a respondent may elect not to amend their original response. The agency is not bound to accept the best-priced response if that response is not the most advantageous to the agency as determined by the evaluation team.

This contract shall remain in effect until completion and acceptance by the agency. Midwestern State University reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the agency in the event of breach or default if this contract. The agency reserves the right to terminate the contract immediately in the event the successful respondent fails to make delivery in accordance with the specifications.

5.13 Contract Management

Contract management is the process of directing contract planning, formation, execution, and assessment through closeout to maximize financial and operational performance and minimize risk.

The agency shall comply with Texas Government Code § 2261.256, Texas Tech University Regents' Rules, Texas Tech University System Regulations & Midwestern State University Operating Policy & Procedures OP 30.02, regarding contract management.

Section 6

Specifications/Scope of Work

It is the intent of these specifications to describe the minimum requirements for the above titled project at Midwestern State University in sufficient detail to secure comparable responses.

Each respondent must confirm he/she fully understands these specifications and the agency's needs and satisfies himself/herself that he/she is cognizant of all factors relating to requirements contained in these specifications.

The response analysis will include compliance to solicitation specifications, past performance with respondent, references, delivery time, and overall cost. Weighted averages are calculated as noted in Section 1.14. The agency reserves the right to consider deviations from these specifications.

6.1 Response Requirements

The response must contain ALL of the following marked components in the following order:

- Background of the Respondent
- Completed/signed Response Sheet/Price Sheet (Section 6.3)
- Estimated delivery time after receipt of order (ARO)
- (3) References (per Section 4.1) (Appendix A)
- Completed/signed Affidavit (Appendix B)
- Completed and initialed Addenda Checklist (Appendix C) (if applicable)
- Valid Certificate of Liability Insurance
- Documentation supporting Proposer's qualifications including HUB certification (if applicable)
- HUB Subcontracting plan (required for solicitation valued at \$100,000.00 or more)
- Completed/signed W-9 with your Response (**if new to Midwestern State University**)
- Voluntary Product Accessibility Template (VPAT) (if necessary)
- Conflict of Interest Affirmation
- Bid Deposit (Bid Bond) (per Section 5.9)
- Performance Bond (per Section 5.9)
- Payment Bond (per Section 5.9)

6.2 Specifications & Scope of Work

Printing and Fulfillment Services

Purpose

Midwestern State University is seeking proposals from qualified vendors to provide comprehensive digital advertising, monitoring and reporting services.

Midwestern State University implements a comprehensive digital marketing campaign throughout the year, September 1, 2024 – August 31, 2025. Target audiences include traditional high school students, adults returning to school, parents and the community. Advertising goals range from lead generation and registration to brand awareness.

The specifications are to establish a tiered list of required marketing services needed to execute the university's marketing plan.

Scope of Services

Types of services to be provided:

- Search Engine Marketing (SEM) and targeted banner display ads
- Retargeting and redirecting ads
- Geofencing digital ads
- YouTube Ads
- Pre-roll video ads
- OTT ads
- Social media ads and management
- Streaming radio ads

Requirements

1. Campaign Result Examples
 - a. Vendor shall submit two examples of successful comprehensive digital marketing campaigns from current or past customers. Higher education parties are preferred.
 - b. Examples should include a list of services, results of the campaign and any adjustments that were made throughout the campaign.
2. Samples of creative services
3. Samples of reports including, but not limited to:
 - a. Functionality/electronic dashboard
 - b. Details
 - c. Visual elements
 - d. Frequency
 - e. Delivery
4. Vendor shall identify how it proposes to identify specific groups or markets to which its recruiting/marketing activities will be targeted.
5. Vendor shall provide mechanisms for monitoring ad performance and services that will provide flexibility to maximize results within the campaign.
6. Vendor shall list pricing for minimum purchase and indicate timeframe for minimum purchase.

6.3 Proposal Sheet/Pricing Schedule

Provide pricing based on the information in Section 6.1 preferably in the following format:

Digital Marketing Services (Total Cost)	\$
Additional Notes:	

Please **review and initial** the following if they apply to the respondent:

____ The respondent does not boycott energy companies and will not boycott energy companies during the term of the contract. **(This only applies to companies with at least 10 employees and a contract value @ \$100,000 or greater).** Per TX SB 13, Government entities may not enter into a contract with a company unless written verification is received.

____ The respondent does not have a practice, policy, guidance, or directive that discriminates against a firearm entity for firearm trade association and will not discriminate during the term of the contract **(This only applies to companies with at least ten (10) full-time employees and a contract value @ \$100,000 or greater).** Per TX SB 19, Government entities may not enter into a contract with a company unless written verification is received.

____ The respondent does not require customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to gain access to, or receive service from the business. **(Per TX SB 968, a business that fails to comply with this requirement is not eligible to enter into a contract payable with state funds).**

Respondent Name:
Contact Name:
Title:
Street Address:
City, State, Zip Code
Phone Number:
Contact E-Mail:
*Signature of Authorized Representative:

Responses must be signed by the responding company's official authorized to commit such responses. Failure to sign the Proposal Sheet/Pricing Schedule will be basis for response disqualification.

Section 7

Affirmation and Conflict of Interest Disclosure

Signing this Proposal with a false statement shall void the submitted Proposal or any resulting Contracts, and the Proposer may be reported to the Texas Comptroller for Public Accounts for disbarment. By signature hereon affixed, the Proposer hereby certifies (7.1 through 7.16):

7.1 The Proposer is not currently delinquent in the payment of any debt or taxes owed the State of Texas.

7.2 Any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

7.3 "Pursuant to §231.006, Family Code, re: child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate."

7.4 The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, compensation, gift, loan, gratuity, special discount, trip, favor, or service to officer or employee of MSU in connection with the submitted Proposal.

7.5 The Proposer has not received compensation for participation in the preparation of the Specifications for this RFP.

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

7.7 The Proposer and any principals of the Proposer are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any federal agency, and have not within a three (3) year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government Contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.

7.8 It's understanding that under §2155.006(b) of the Texas Government Code, MSU may not accept a Proposal or award a Contract, including a Contract for which purchasing authority is delegated, that includes a proposed financial participation by a person who, during the five (5) year period preceding the date of the Proposal or award, has been: (i) convicted of violating a federal law in connection with a Contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a Contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined by §39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

7.9 Proposer agrees to comply with Texas Government Code §2155.4441, pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

7.10 To the extent this RFP relates to a project as defined Texas Government Code §2252.201(5) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in Texas Government Code §2252.203 applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this RFP must be produced in the United States as defined in Texas Government Code §2252.201(4).

7.11 Proposer is in compliance with §669.003 of the Texas Government Code, relating to contracting with executive head of a State agency. If §669.003 applies, Proposer will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

7.12 The Proposal includes the name and Social Security Number of each person maintaining an ownership interest of twenty-five percent (25%) or more of the business entity submitting the Proposal. Contractors that have pre-registered this information on the Texas Comptroller’s Centralized Master Bidders' List will be deemed to have satisfied this requirement.

Name, SSN

7.13 Any resulting Contract is not prohibited under Texas Government Code §2261.252(b) and Proposer agrees that if Proposer’s certification is or becomes untrue, the Contract is void, and the Proposer will not seek and waives its right to seek any legal or equitable remedy for past or future performance under the Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

7.14 Conflicts of Interest

7.14.1 No relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection to the second degree of consanguinity exists between any owner of the Proposer that is a sole proprietorship, the officers or directors of the Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an officer or employee of MSU, on the other hand, and

7.14.2 The Proposer, and any executives, managers, or employees of the Proposer have not been an employee of MSU within the immediate twenty-four (24) months prior to the submittal deadline. If any previous employee of MSU is employed by the Proposer, that information shall be submitted in 7.13.

7.14.3 No officer or employee of Proposer is in any dual employment positions with MSU that would result in a conflict of interest or conflict of commitment in relation to the position at MSU. If such circumstance arises, the officer or employee must remove himself or herself from the

Procurement process and disclose the relationship to his or her direct supervisor. The supervisor is responsible for reviewing all Procurements of Goods and Services for any potential conflict of interest. As necessary, the supervisor shall consult with the MSU Director of Purchasing & Contract Management. It is agreed that a MSU department may not hire a Proposer to provide Goods or Services if a current MSU officer or employee of such department is also employed by such Proposer; a current officer or employee of such department has a direct or indirect ownership interest in such Proposer; or the hiring of such Proposer would result in the furtherance of any private interest or gain for a current officer or employee of such MSU department. If it is decided by MSU that a dual employee may provide Goods or Services to MSU, if classified as a sole proprietorship or an individual, payment to said employee will be made through the Payroll Services department as additional compensation.

7.14.4 Proposer will make all disclosures required under [Texas Government Code §2252.908](#) upon award of a Contract that has a value of at least \$1 million.

7.15 Conflict of Interest Affirmation:

By signing and submitting the Proposal, the Proposer confirms that it acknowledges compliance and has provided all relevant information required below.

- The Proposer represents and warrants that its provision of Goods or Services or other performance under the Contract will not constitute an actual or potential Conflict of Interest and represent and warrant that it will not reasonably create even the appearance of impropriety.
- Disclose any current or former employees who are current or former employees of the Institution.

Former Employee Name,	MSU Department
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- Disclose any actual or proposed personnel who are, or are related to, current or former employees of the Institution.

Actual or Proposed Personnel,	Related Party
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Proposer represents and warrants that it has not given and will not give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or employee or representative of the Institution in connection with the Solicitation or any resulting Contract.

Neither the Proposer nor the Proposer’s principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are debarred, suspended, or otherwise excluded from doing business with MSU. MSU may also verify that an entity or principals are not debarred, suspended, or otherwise excluded to confirm that no Contracts are awarded, extended, or renewed.

Proposer Information and Signature

MSU will not enter into a Contract that requires Regents’ approval prior to execution. All disclosures by Proposer will be subject to administrative review and approval before MSU enters into a Contract with Proposer. Any false statements or violations of this conflict of interest policy discovered after execution of a Contract may result in immediate cancellation of the Contract in addition to a potential debarment of the Contractor from doing business with the State of Texas.

Proposer certifies that the individual signing this RFP document and the documents made a part of this RFP is authorized to sign such documents on behalf of Proposer and to bind Proposer under any Contract that may result from the submission of Proposer’s Proposal.

By signing the Proposal, the Proposer certifies that if a Texas address is shown as the address of the Proposer, the Proposer qualifies as a Texas Resident Bidder, as defined in 34 TAC §20.38.

Payee Identification Number (PIN):

Contractor:

Name (Typed):

Title: _____

Street: _____

City/State/Zip: _____

Telephone Number:

Fax Number:

Email:

Signature:

Other Preferences as defined in 34 TAC §20.38 (check any that are applicable)

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

This sheet must be completed, signed, and returned with proposer's proposal. Failure to sign and return this sheet will result in the rejection of your proposal.

Appendix A
RESPONDENT REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The Agency prefers customers of similar size and scope of work to this solicitation. ***THIS FORM MUST BE RETURNED WITH YOUR RESPONSE.***

REFERENCE ONE

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

Appendix B
AFFIDAVIT

The undersigned certifies that the response prices contained in this response have been carefully checked and are submitted as correct and final and if response is accepted (within 120 days unless otherwise noted by respondent), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____

on this day personally appeared _____

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing response submitted by _____ hereinafter called "Respondent" is the duly authorized agent of said company and that the person signing said response has been duly authorized to execute the same. Respondent affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other Respondent, and that the contents of this response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this response.

Name and Address of Respondent:

Telephone: _____

Email: _____

Signature: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20 _____.

Notary Public in and for the State of _____

Appendix C
ADDENDA CHECKLIST

Response of: _____
(Respondent's Company Name)

To: Midwestern State University

The undersigned respondent hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Contract Name:
Title:
Initials of Authorized Representative:

PRODUCTS AND SERVICES AGREEMENT

This _____ Products and Services Agreement (“Contract”) is entered into as of the date of last signature (“Effective Date”) between Midwestern State University, a Texas public institution of higher education located in Wichita Falls, Texas (“University”) and Full Legal Name of Contractor, a Type of Entity (e.g., a Texas corporation) with a principal office located at Contractor’s Address (“Contractor”). University and Contractor may be referred to herein individually each as a “Party” or together as the “Parties.”

Background

- University sought a qualified vendor to provide the products and services described in this Contract to University in its Request for _____ 20__ - ____ (“Solicitation”).
- Contractor is a qualified vendor that provides the products described in Section 2.1 and services described in Section 2.2 of this Contract and submitted a proposal (“Proposal”) to University’s Solicitation.
- University has selected Contractor to provide the products and services described in this Contract based on its best value to University.

Agreement

Now therefore, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article 1

Incorporated Terms and Order of Precedence

- 1.1 **Incorporated Terms.** The Parties acknowledge and agree that the Required Contract Terms set forth at <http://www.texastech.edu/ogc/contracting/required-contract-terms.pdf> and the MSU purchase order terms and conditions are incorporated by reference into this Agreement. They are found at <https://msutexas.edu/purchasing/assets/files/purchasing-general/msu-tc-for-po-rev-02-24-2023.pdf>
- 1.2 **Order of Precedence.** To the extent they do not conflict with the terms of this Contract, Section(s) _ of the Solicitation and Contractor’s Proposal are incorporated as if stated verbatim herein. In the event of any conflict between the terms and requirements of this Contract (including the terms incorporated in Section 1.1) and the Solicitation, the terms and requirements of this Contract shall control. In the event of any conflict between the terms and requirements of the Solicitation and the Proposal, the terms and requirements of the Solicitation shall control. The Parties agree that any conflict in terms not resolved by the order of precedence set forth herein shall be resolved at the University’s discretion.

Article 2

Contractor’s Product and Service Requirements

- 2.1 **Products.** Contractor agrees to provide and deliver the following products to University (collectively, the “Products”).
- 2.1.1 [Describe products]; and
- 2.1.2 All other products required for Contractor to perform the Services.
- 2.2 **Services.** Contractor agrees to provide the services described in this Section 2.2 and in Section 2.3 and Section 2.4 of this Contract (collectively, the “Services”).
- 2.2.1 Contractor shall provide Services to University under the terms of this Contract on an as-needed basis.
- 2.2.2 The Parties agree that this Contract shall not necessarily be for only one (1) specific project.
- 2.2.3 [Customize this section to specifically describe the services to be provided by Contractor].
- 2.3 **Quality Measures.**

- 2.3.1 All Services provided by Contractor are subject to inspection and approval by University.
- 2.3.2 If University is not satisfied with the Services, Contractor shall coordinate with University to resolve the problem(s) at no additional cost to University, unless otherwise agreed upon in writing by University.

2.4 Labor, Supervision, and Coordination.

- 2.4.1 **Materials and Equipment.** Contractor shall provide all necessary labor, materials, and equipment required for Services, including but not limited to special tools.
- 2.4.2 **Location.** Contractor shall provide Services to University, at its main campus, at regional University campus sites, and/or at other University-affiliated locations as requested by University.
- 2.4.3 **Scope.** Contractor shall coordinate Services with University prior to beginning any Services.
- 2.4.3.1 Contractor shall confirm the scope of work and requirements for Services by consulting with University.
- 2.4.3.2 Contractor shall submit a written quote for Services to University detailing Services to be provided, all rates, fees, and expenses, and referencing this University Agreement number (“Quote”). Contractor’s maximum fee rates and chargeable costs are attached hereto as “Exhibit A.”
- 2.4.3.3 Once a Quote for Services has been reviewed and approved, University shall submit a purchase order (“Purchase Order”) to Contractor prior to Contractor’s commencement of Services.
- 2.4.3.4 University shall not pay for any portion of Services not specifically detailed on Contractor’s Quote and formalized by the issuance of a University-approved Purchase Order.
- 2.4.3.5 Any alterations or modifications of Services shall be requested by University by change order and approved in writing by both University and Contractor. Said change order shall be processed by University’s procurement office prior to commencement of any alterations or modifications.
- 2.4.4 **Supervision.** University shall not be responsible for the performance of the Services or the quality of Services provided. Contractor shall provide identification badges or other forms of identification for all its employees, subcontractors, agents, and affiliate personnel performing or supervising Services on University property. No employee of Contractor shall be permitted on University property without proper identification.

- 2.5 **No Guarantee.** University does not guarantee minimum or maximum compensation or requests for Products or Services under this Contract.

Article 3 Financial Arrangement

- 3.1 **Fees/Billing Rates.** Unless otherwise mutually agreed upon in writing by the Parties, Contractor shall be compensated by University for Products and Services in accordance with the schedule of costs and fees described on the attached Exhibit A. No modifications, revisions, amendments, or other changes to Exhibit A shall be enforceable against University without University’s prior written approval and signed authorization.
- 3.2 **Invoice.** Upon delivery of Products and completion of Services, Contractor shall submit an invoice by electronic means to University for all Products delivered and Services completed and each itemized expense. Each invoice shall include supporting documentation for the invoiced amounts. Invoices should be submitted as follows:

[Insert University-specific information here]

- 3.3 **Payment.** Invoices will be paid net thirty (30) days in compliance with Texas law. All invoices must reference a valid Purchase Order, or the invoice will be returned as non-compliant. In the event University is making payment on funds appropriated by the State of Texas, payment may be made net thirty (30) days as required by law. University will submit an electronic check remittance to the email address on record for all Automated Clearing House and Single Use Account payments.

Article 4 Term and Termination

- 4.1 **Term.** This Contract shall begin on the Effective Date and will expire one (1) year later, unless the Contract is earlier terminated pursuant to its terms. The Contract may renew for up to three (3) additional one (1) year terms, unless either Party provides written notice of its intent to not renew this Contract at least sixty (60) days prior to the end of the then-current term. The provisions of this Section shall not limit any Party's right to terminate expressly provided elsewhere in this Contract.
- 4.2 **Termination for Material Breach.** Either Contractor or University may terminate this Contract upon **thirty (30) days** prior written notice to the other, if the other Party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such **thirty (30) day** period.
- 4.3 **Termination upon Contractor's Insolvency.** University may terminate this Contract immediately and without notice if Contractor: (i) petitions for reorganization under the United States Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to insolvency; or (iii) makes a general assignment or sale of Contractor's assets or business for the benefit of creditors.
- 4.4 **Termination for Convenience.** University may terminate this Contract for any reason by giving Contractor **thirty (30) days** prior written notice.
- 4.5 **Effect of Termination.** In no event shall termination by University as provided for under this Contract give rise to any liability on University's part including, but not limited to, Contractor's claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. University's sole obligation hereunder is to pay Contractor for Products and Services received prior to the date of termination.

Article 5 General Terms

- 5.1 **Standard of Care.** Contractor agrees that it possesses the requisite experience and skills to perform the Services under this Contract and it shall do so with the professional care, diligence, and skill that a reasonable professional performing the same task would use.
- 5.2 **Contractor Insurance.** If an Insurance Addendum is attached hereto, Contractor shall obtain and maintain the minimum insurance coverage set forth therein. If no such addendum is attached, Contractor shall obtain and maintain the minimum insurance coverages required by the Texas Tech University System Office of Risk Management, set forth at http://www.texastech.edu/offices/risk-management/Vendor%20Agreement%20Guides_TTUS%20ORM.PDF.
- 5.3 **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless University, the Texas Tech University System, and their respective affiliated enterprises, regents, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from any act or omission of Contractor in the performance or failure to perform within the Contract including but not limited to the negligent acts or omission of any subcontractor or any direct or indirect employees of the Contractor or subcontractors. The indemnification obligations set forth in the Contract shall survive termination or expiration of the Contract.
- 5.4 **Acceptance of Services.** Services to be provided under this Contract shall be to the satisfaction of University and in accordance with the specifications, terms, and conditions of the Contract and any resulting Purchase Order. University reserves the right to inspect the Services provided and to determine the quality, acceptability, and fitness of such Services.
- 5.5 **Warranties.** With respect to Services to be provided under this Contract, Contractor warrants to University that (i) Contractor shall provide the Services using personnel of requisite skill, experience, and qualifications and in a professional and workmanlike manner in accordance with general recognized industry standards for similar services and in accordance with any and all specifications of the Solicitation, Proposal, Quote, and/or Purchase Order, as applicable, and (ii) Contractor shall devote adequate resources to meet its obligations under the Contract. University may provide Contractor with notice of any defect or nonconformance on or before the time period set forth the Contract. Contractor shall correct or reperform, at no cost to University, any work that does not conform to the requirements of the Contract.

- 5.6 **Time of Performance.** Contractor agrees to perform all obligations and provide Services on the schedules set by University. University shall have no obligation to accept late performance by Contractor.
- 5.7 **Additional Fees.** Any reference to payment or reimbursement of additional, future, or undefined Contractor fees in the Contract (e.g., travel expenses) is agreed to only if pre-approved in writing by University prior to invoicing.
- 5.8 **Venue; Governing Law.** The County in which University’s main campus or primary office in the State of Texas is located shall be the sole proper place of venue for any legal action or proceeding arising out of this Contract or the enforcement of any provision in this Contract. This Contract and all of the rights and obligations of the parties and any claims arising from this Contract will be construed, interpreted, and governed by the laws of the State of Texas.
- 5.9 **Notices.** Notices shall be effective under this Contract when they are reduced to writing and delivered by next day delivery service, with proof of delivery, or mailed certified or registered mail, return receipt requested, to the appropriate Party at the address stated below. Notice shall be deemed given on the date delivered or the date of attempted delivery if service is refused.

[Contractor Name]
 Attention:
 Title
 Address
 Address
 Email Address

University
 Department
 Department or ATTN
 Address
 Address
 Email

- 5.10 **Execution.** This Contract may be executed in any number of counterparts (including electronically scanned and emailed PDF copies, faxed copies, and any similarly signed and electronically transmitted copies), each of which shall be deemed to be an original and all of which shall constitute together one and the same agreement.

University:

Contractor:

 Signature

 Signature

 Name

 Name

 Title

 Title

Exhibit A
to Products and Services Agreement
Contractor's Maximum Fee Rates and Chargeable Costs

Sample

Historically Underutilized Businesses (HUB) Search Assistance

The NIGP Commodity/Services Code, developed by the National Institute of Governmental Purchasing, is used by the state of Texas to classify procurements, and match potential vendors with the state's needs. The Statewide Procurement Division (SPD) and Texas Department of Information Resources also use the NIGP code to help purchasers source commodities and services through statewide contracts.

The NIGP is organized as follows:

Class Codes 001 to 899 are commodities/products and 900 to 999 are services.

Examples:

Commodity Codes:

025-43: Compressor: High Pressure, All Sizes and Models.

204-53: Microcomputers, Desktop or Tower based.

Service Codes:

918-21: Business Consulting

968-66: Right of Way Services, Including Title, Relocation, Condemnation, etc.

<https://mycpa.cpa.state.tx.us/commbook/indexSearch>

Respondents can use the class-item numbering and description found in the book to properly code products or services. Bidders are encouraged to become familiar with the format and contents of this book as they apply to the Centralized Master Bidders List search and vendor providing.

The CMBL is a master database used by the state of Texas purchasing entities to develop a mailing list for vendors to receive bids based on the products or services they can provide to the state of Texas.

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>

CMBL/HUB Directory Search Tips can be found at the following link:

<https://comptroller.texas.gov/purchasing/vendor/registration/search-tips.php>