AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND STEEL DIGITAL STUDIOS, INC. DBA STEEL ADVERTISING

This Services Agreement ("Agreement") is entered into and effective upon final execution (the "Effective Date"), by and between The Texas A&M University System (hereafter referred to as "A&M System"), an agency of the state of Texas, and Steel Digital Studios, Inc. dba Steel Advertising (hereafter referred to as "PROVIDER"). A&M System and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively).

A&M System and PROVIDER hereby agree as follows:

**1.      SCOPE OF WORK**

PROVIDER will work with A&M System to website design and development services.  The services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

**2.      TERM OF THE AGREEMENT**

The initial term of this Agreement shall begin upon execution and will extend through January 31, 2023. This Agreement can be extended for one (1) additional one-year term upon written agreement of both parties.  Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the PROVIDER.

**3.      PAYMENT TERMS**

A.      For the services rendered under this Agreement, A&M System shall pay PROVIDER per the fee schedule outlined in Exhibit B. The not to exceed amount for the initial term of this agreement is $203,075. This amount is inclusive of all reasonable and necessary expenses, including travel.

B.      PROVIDER can invoice A&M System monthly for the Scope of Work identified in Section 1.  For reimbursement of travel expenses, PROVIDER'S invoice(s) must include supporting documents. Payment will be made to PROVIDER upon approval of such invoice by A&M System. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law.  Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

C.      Business-related travel, lodging and/or meal expenses will be reimbursed by A&M System according to the State of Texas rates, rules, and regulations (https://fmx.cpa.texas.gov/fmx/travel/textravel/index.php).  PROVIDER is required to submit all travel receipts when requesting reimbursement.  Under no circumstance will the PROVIDER be reimbursed for alcohol purchases.  State travel rates are subject to change without notice and will be adjusted accordingly.  Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage.  Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

D.      All payments shall be made by electronic direct deposit.  PROVIDER is required to complete and submit to A&M System a Vendor Direct Deposit Authorization form prior to the first payment request.  The form can be accessed at;

https://www.tamus.edu/business/budgets-and-accounting/accounting/general/

E.     All invoices must reference the A&M System purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

**4.     DEFAULT AND TERMINATION**

A.     In the event of substantial failure by PROVIDER to perform in accordance with the terms hereof, A&M System may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of A&M System.

B.     Either Party may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

**5.     PUBLIC INFORMATION**

A.     PROVIDER acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

B.     Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.

C.     PROVIDER acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

D.     The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

**6.     DISPUTE RESOLUTION**

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business.  PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

**7.     INSURANCE**

Insurance requirements as stated within Exhibit C, attached hereto.

**8.     MISCELLANEOUS**

A.     **Indemnification.**  PROVIDER agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.

B.     **Independent Contractor.**  PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of A&M System.  A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally

associated with employee status.  PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.

C. **Delinquent Child Support Obligations.**  A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.  The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that 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."

D. **Payment of Debt or Delinquency to the State.**  Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

E. **Previous Employment.**  PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months.  If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code,* does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

F. **Not Eligible for Rehire.**  PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4.  Non-conformance to this requirement may be grounds for termination of this Agreement.

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

H. **State Auditor's Office.**  PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*.  PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.   PROVIDER will include this provision in all contracts with permitted subcontractors.

I. **Entire Agreement.**  This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement.  This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

J. **Severability.**  If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with

making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

K.    **Headings.**  Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

L.    **Non-Assignment.**  PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.

M.    **HUB Subcontracting Plan.**  It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in A&M System contracting and purchasing.

The HUB Subcontracting Plan (HSP) submitted by Steel Advertising (PROVIDER) and attached shall be part of the terms of this agreement. The HSP was submitted as self-performing, however if a subcontractor will be used to provide any commodity or service as part of the scope on this project, the PROVIDER will be required to make a good faith effort and complete the A&M System specific HSP form found at: HSP FORM

In the event that you determine you will be using a subcontractor, please contact Jeff Zimmerman from the A&M System's HUB Program at soprocurement@tamus.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

N.    **Force Majeure.**  Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

O.    **Loss of Funding.**  Performance by A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the

Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System.

P.  **Governing Law.**  The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance*,* breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

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

R.  **Non-Waiver.**  PROVIDER expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.

S.  **Conflict of Interest.**  By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

T.  **Prohibition on Contracts with Companies Boycotting Israel.**  To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement.  PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

U.  **Certification Regarding Business with Certain Countries and Organizations.**  Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.

V.  **Prohibition on Contracts Related to Persons Involved in Human Trafficking**. Under Section 2155.0061, Government Code, the PROVIDER certifies that the individual or business entity named in this 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.

W.  **Records Retention.**  PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

X.  **Access to Agency Data.**  Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at https://cyber-standards.tamus.edu, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data. PROVIDER shall periodically provide A&M System with evidence of its compliance with the Security Controls within thirty (30) days of A&M System's request.

Y.    **Cloud Computing Services.**  As of the Effective Date, PROVIDER represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"). Pursuant to Section 2054.0593, Texas Government Code, PROVIDER shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. PROVIDER shall provide A&M System with evidence of its TX-RAMP compliance and certification within thirty (30) days of A&M System request and at least thirty (30) days prior to the start of any renewal term of this Agreement.

Z.    **Cyber Security Training.** PROVIDER represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

AA.    **Disaster Recovery Plan.** Upon request of Agency, Respondent shall provide the descriptions of its business continuity and disaster recovery plans.

BB.    **Electronic and Information Resources.** If determined to be applicable by A&M System, PROVIDER shall address all required technical standards (WCAG 2.0, Level AA) (the "Accessibility Standards") by providing a Voluntary Product Accessibility Template ("VPAT") attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the Texas Administrative Code) and associated documentation and technical support (collectively, the "EIR") or provide a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities. A&M System may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If PROVIDER should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, PROVIDER shall, in a timely manner and at no cost to A&M System, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

CC.    **Notices.**  Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below.  Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received.  A&M System and PROVIDER can change their respective notice address by sending to the other party a notice of the new address.  Notices should be addressed as follows:

A&M System:        The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
E-mail: jzimmermann@tamus.edu

PROVIDER:        Steel Digital Studios, Inc. dba Steel Advertising
6414 Bee Cave Road, Suite B
Austin, Texas 78746
Attention: Samantha Dettmer
Phone: 800-681-8809
Email:  samantha.dettmer@steeladvertising.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

**The Texas A&M University System**

By _____
Billy Hamilton
Deputy Chancellor & Chief Financial Officer

4/11/2022 | 3:38:35 CDT
_____
Date

**Steel Digital Studios, Inc. dba Steel Advertising**

By _____

4/7/2022 | 11:58:54 CDT
_____
Date

**EXHIBIT A – SCOPE**

**EXPECTATIONS AND SERVICES**

A. Discovery and Site Planning

This is a time to educate the PROVIDER about the RELLIS Academic Alliance and dig deeper about the organization's goals and how we can meet those goals with a new website. RAA has an updated site map, and the organization looks forward to finalizing the site map with the PROVIDER in this stage.

In addition to confirming goals, the website requirements and technology plan will be established in this phase.

B. Design and Layout

Phase includes reviewing and confirming the expanded website style guide, concepts for homepage and interior pages.

To include design solutions for nine areas with a total of 12 templates to be applied to 50-60 webpages. The RAA website is larger than 60 pages, but internal support will duplicate the work to complete the remaining pages on the website.

| Solution | Templates | Pages | Comments |
|---|---|---|---|
| Homepage | 1 | 1 | Standard solution for homepage that can help guide intended users to the content they need. |
| Parents Pages | 2 | 5-6 | Request two templates for editors to choose for the main navigation parent pages from the homepage. |
| Child Pages | 2 | 7-8 | Request two templates for editors to choose for the main child pages. |
| Degree / program pages | 1 | 10 | A modern and visually appealing design is required to communicate the degree information, benefits and requirements. |
| Low-Content, Link-heavy info page | 1 | 4 | Since RAA is a conduit to content on partner institution's websites, there are several instances where a page of content is link-heavy. An aesthetically pleasing design solution is needed for these instances. |
| Recruitment/ Admissions | 1 | 12-14 (unknown) | The RAA model is unique. The admissions and recruitment webpage structure needs to help with shepherding prospects and influencers to the right information. |
| Media Hubspot | 1 | 1 | A media-rich page where news, student profiles, and an events calendar can exist. This is mainly for current students, but it can be a recruitment tool. |

| Campaign landing pages | 2 | 2 | Mobile-first landing pages are needed to point traffic for campaigns and promotions. If possible, these pages are intended to be setup for remarketing purposes if they abandon the sign up. |
|---|---|---|---|
| Course Catalog | 1 | Unknown-based on solution | This section houses the schedule of courses each semester. Needs to be accessible, visually appealing and manageable to edit. There is a possible API data solution to explore. |

*The Design and Layout phase will also explore the best practices and solutions for the following:*

- Homepage navigation: ie. mega-menu VS dropdown VS no menu
- Ability to create and update Emergency Messages
- Quick Links section to add to any interior page
- Site search solution
- Staff and Faculty directory is searchable
- Ability to integrate video on pages
- Request For Information (RFI) forms strategically placed and styled to match website style

C. Content

With the support from The Texas A&M University System Marketing and Communications Office, the RELLIS Academic Alliance will have the majority of its content built with the target audiences in mind. RAA is open to additional content support services such as converting content for the web where needed and copywriting opportunities like headlines, call-outs and titles.

D. Research

RELLIS Academic Alliance will consider new solutions for its current applications that are linked or used alongside the current website. Below is a list with notes of which ones are requested to integrate and which ones are open for recommendations.

| Application | Status | Elaborate |
|---|---|---|
| Calendar | Open to recommendations | Currently using a Wordpress plug-in. Need a better solution with more capabilities, has a better search or category option and is styled to web |
| Chat | PlatformQ - Required | Embedded code. This is a feature of a larger service with PlatformQ. Contract ends April 2023. |
| Scheduling | Setmore - Open to recommendations | This application is linked from the website to another site for interested people to schedule |

| | | |
|---|---|---|
| | | appointments with the recruiters. Limited reporting is available. |
| Site search | Open to recommendations | RAA wants to explore a cleaner and robust way to perform a site search |
| RFI form | Pardot - Open to recommendations | Need help with a few different Pardot form templates, and maybe a clean way to display multiple forms from Pardot on website pages. |
| Interactive Map | Concept3D - Required | This tool has many ways to maximize its presence on a website. |

E. Development & Integration

RAA will rely on the PROVIDER to guide the project and include the important team members along the way.

Development includes installation of the most current WordPress platform and the plugins and modules needed to satisfy the approved technical plan determined during planning.

Front-end development includes creating templates per the approved scope and designs and setting the styles within the CMS to match.

F. Accessibility

Testing for accessibility to the WCAG 2.0 Level AA compliance using Siteimprove.

G. Database

Salesforce is RAA's database solution and works in conjunction with Pardot to send out emails.

H. Analytics

Request to setup Google Analytics legacy and Google Analytics 4 (GA4) for the new website. Also, help retain data from the current website.

Additionally, request to setup conversion tracking in GA4 to mirror website goals.

I. SEO

Ability to customize meta information, including image for social and search.

J. Testing and Quality Assurance

PROVIDER will test functions and accessibility throughout development. This stage will include final testing for browser and accessibility compliance. Expectations include pushing the new site live, a round of testing on the live site to identify and fix issues, and 30-days of support from the live date to address bugs in the site.

K. Provide written content creator "User Guide" with simple instructions on adding content to the RAA site.

**TECHNICAL REQUIREMENTS**

Internal support is available to maintain the final website for RELLIS Academic Alliance. To maintain the new upcoming website, the following parameters are required.

- Elementor Builder will be used and we have premium licenses for:
  - Elementor Pro

- ○ Crocoblock
- ○ Premium Add-Ons
- Wordpress builder friendly themes are necessary and we have premium licenses for:
  - ○ Astra Pro
  - ○ Generate Press (GP Premium)
  - ○ Kadence Pro
  - ○ Page Builder Framework (Page Builder Framework Premium Addon)

Alternatively, we will accept using the Hello Elementor theme (free) with custom Elementor Pro Theme Builder built headers and footers.

**DELIVERABLES**

Expected deliverables shall include at a minimum:

- Monthly status reports that summarize project oversight and risk monitoring activities and results to include identified risks and suggested mitigations.

- Additional communications and/or reports as appropriate, especially if an urgent issue is identified.

**REPORTS AND MEETINGS**

- The PROVIDER is required to provide the A&M System project manager with monthly written progress reports of this project as specified in the deliverables.

- The monthly report shall cover all work performed and completed during the month for which the progress report is provided and shall present the work to be performed during the subsequent month.

- The PROVIDER will be responsible for participating in monthly status meetings with the A&M System project manager and/or the project leadership team. The meetings will be held at a time and place designated by the A&M System project manager. The meetings can be in person or over the phone as agreed by PROVIDER and the A&M System project manager. Additional meetings may be requested by either party as needed.

**EXHIBIT B – PRICING**

| Texas A&M University System RELLIS Academic Alliance SOW for Comprehensive Web Development #MKTG-22-132 https://rellis.tamus.edu/academicalliance/ | Proposed Cost | Description |
|---|---|---|
| **Discovery & Planning** | | |
| Background and Input Sessions | $1,875 | Discovery and planning includes a collaborative input session to determine the requirements for the project and scope the work in detail. Includes scoping the technical items needed to satisfy the required functions on the site via WordPress plugins or custom integrations, as needed, a master project schedule and final costs. Information architecture and Navigation design recommendation is created from the input. Steel will explore solutions and best practices for homepage nav, emergency messages, and quick links. Steel will participate in monthly client/agency status meetings, produce progress reports at the end of each month and update the schedule/scope to track any changes over time. |
| Technology Plan | $8,275 | |
| Information Architecture & Nav Strategy | $1,000 | |
| **Design and Layout** | | |
| Concepts | $8,000 | Design includes up to 3 homepage design concepts to establish the design of the new look and pages, within the existing brand guidelines. Once chosen, the design concepts and styles will be applied to the homepage and other templates. Includes up to 12 page templates designed, based on client provided content for the pages outlined in the RFP and confirmed during site planning. Templates will be applied to 50-60 webpages, client team will duplicate the work for additional pages. Page template designs include initial design plus two rounds of revisions to incorporate client feedback on the template layout. Steel will participate in monthly client/agency status meetings, produce progress reports at the end of each month and update the schedule/scope to track changed over time. |
| Interior Page Designs | $13,000 | |
| **Development & Integration** | | |
| Back-end Development | $27,000 | Development includes installation of the most current WordPress platform and the plugins and modules needed to satisfy the approved technical plan determined during planning. Includes research of plugins, installation, setup and testing for the backend development. The ability to customize meta information for SEO is included in the WordPress set up. |
| Front-end Development | $33,750 | Front-end template development and content styles from the approved layouts implemented in the page builder and implementation of styles in modules and plugins per approved designs. Build out "starter" pages using the client provided content, per the approved templates, placement of RFI embed forms from Salesforce and/or the Pardot. Throughout development, Steel tests for accessibility to WCAG 2.0 Level AA compliance and other functions for the site. (Steel will use Siteimprove for testing accessibility). The estimate does not include integration with other databases currently. |
| | | Tracking - setup Google Analytics legacy and Google Analytics 4 (GA4) for the site. Retain data from the current website and set up conversion tracking in GA4 for website goals. |
| | | If determined in the requirements that a database integration is needed, that work will be scoped and estimated within the technical plan for the project. Steel will participate in monthly client/agency status meetings, produce progress reports at the end of each month and update the schedule/scope to track changed over time. |
| **Implementation** | | |
| Pre-build set up for: search module settings, mega menu site structure, news and event categories, etc. | $2,500 | Includes creating and uploading design assets to be used when building out the pages of the new site. Steel will participate in monthly client/agency status meetings, produce progress reports at the end of each month and update the schedule/scope to track changed over time. |
| Creative assets created/gathered | $2,500 | |
| **Final Integration** | | |

| | | |
|---|---|---|
| Page buildout of up to 60 pages | $15,000 | Steel will build out content in up to 60 pages in the CMS, with client provided content. Client will provide text, meta data for SEO, and images to be used in the build out of the site. Steel will participate in monthly client/agency status meetings, produce progress reports at the end of each month and update the schedule/scope to track changed over time. |
| Client Review After Site is Built - Feedback | $3,125 | |

| | | |
|---|---|---|
| **Project Management and Quality Assurance** | | |
| Beta Testing | $10,000 | Steel tests functions and accessibility throughout developement, this stage includes final testing for browser and accessibility compliance. Outline and execute testing plan on all applicable platforms prior to launch - typically the last 2-3 versions of the following browsers: Chrome, Safari, FireFox, Edge, and IE11; on Mac and PC, desktop and mobile devices. Includes testing for accessibility to WCAG 2.0 AA (with siteimprove). Included in the estimate is pushing the new site live, a round of testing on the live site to identify and fix issues, and 30-days of support from the live date to address bugs in the site. Steel will provide a written content creator "User Guide" with simple instructions on adding content to the RAA site. Steel will participate in monthly client/agency status meetings, produce progress reports at the end of each month and update the schedule/scope to track changed over time. |
| 30-day Support from Live Date & User Guide | $10,300 | |
| Project Management - Client Contact and Producer | $60,000 | |
| | | |
| **TOTAL COST** | **$196,325** | |
| | | |
| **Optional Items** | | |
| As Needed Content Support | $6,750 | Content support services such as converting content for the site where needed and copywriting opportunities like headlines, call-outs and titles. |
| **TOTAL OPTIONAL** | **$6,750** | |

**EXHIBIT C – INSURANCE**

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below.  With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis.  All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System.  By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement.  PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.  PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.  No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

**Insurance:**

| **Coverage** | **Limit** |
|---|---|
| A. **Worker's Compensation** | |
| Statutory Benefits (Coverage A) | Statutory |
| Employers Liability (Coverage B) | $1,000,000 Each Accident |
| | $1,000,000 Disease/Employee |
| | $1,000,000 Disease/Policy Limit |

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. **Automobile Liability**

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

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

C. **Additional Endorsements**

The Auto Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

D. PROVIDER will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

***All insurance policies***, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be

endorsed to provide primary and non-contributory coverage.  The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

***All insurance policies*** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. ***All insurance policies*** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit B.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss.  All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following A&M System contact in SOProcurement@tamus.edu.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.