



MASTER ORDER
Texas A&M University (“Texas A&M”)

Vendor: TRENDYMINDS LLC PO Box 441594 Indianapolis, Indiana 46244 Telephone: 404-219-6729 Contact: Brian Walker Contact E-mail: bwalker@trendyminds.com
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Texas A&M Billing Information: Texas A&M University Financial Management Operations Email: tamu.invoices@edmgroupp.com <i>The following information should be included on <u>ALL</u> invoices:</i> Texas A&M Contract Number: C2024-13045 Department Code: 02-TAMU
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This Master Order shall be effective as of 10/9/2023 12:00 AM and pertains to all goods and/or services covered by Texas A&M Contract #C2024-13045.

- 1. Vendor shall provide goods and/or services as designated on the detailed specifications page that follows, the terms and conditions as stated in Request for Proposal #RFP Main 23-0042, TrendyMinds Proposal Response, and any addenda thereto. Together these documents collectively evidence and constitute Texas A&M Contract #C2024-13045.
- 2. Delivery Information:

Texas A&M University Attn: Jacqueline Linde Bush School DC Teaching Site 1620 L Street NW Washington, DC 20036 Telephone: 240-281-1597 Email: jlinde@tamu.edu
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- 3. **Payment.** Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later.
- 4. **Term.** The term of this Master Order shall be from 10/9/2023 12:00 AM through 4/9/2024 11:59 PM. This Master Order may be renewed for up to two (2) year(s), one (1) year at a time, if mutually agreed to in writing by both parties.
- 5. **Changes.** Any changes to this Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below. Texas A&M reserves the right to add or remove items on this Master Order at any time. Texas A&M shall seek a quote from Vendor to obtain pricing, then issue a change order with added or deleted items.
- 6. **Tax Exempt.** As an agency of the State of Texas, Texas A&M is exempt from all Federal Excise Taxes. Texas A&M is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M. Texas A&M will provide a tax exemption statement upon request.
- 7. The laws of the State of Texas shall govern this Master Order.

Cherise Toler
Assistant Director
Purchasing Agent for Texas A&M University
Telephone: +1 979-845-5887
Email: ctoler@tamu.edu

Detailed Specifications
Digital Marketing Services

This Master Order shall **NOT** be considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis and shall refer to this Master Order.

SUMMARY:

Master Order for Digital Marketing Services to be provided to the Bush School located in Washington, DC. as per the terms, conditions of Request for Proposal #RFP Main 23-0042 and TrendyMinds RFP response for the period of six (6) months, from October 10, 2023 through April 10, 2024.

SCOPE:

Services shall include, but not limited to, the following:

- Develop and execute a full-service digital advertising strategy inclusive of any advertising platform account creation, keyword and audience research and build-out, ad copywriting, bid and budget settings and general tracking.
- Conduct analytics and data tracking and implement code and best-practice settings to ensure proper tracking and attribution of all digital ad efforts, website traffic, back-end analytics platforms and CRM as applicable.
- Assist in the buildout of necessary CRM integrations with digital marketing efforts in order to provide full attribution of how each digital touch point affects customer acquisition and revenue, while also providing data analysis based on current customer demographics and behaviors
- Perform multivariate testing on ad copy, imagery and general marketing messaging and targeting to provide the best results and inform future marketing strategy
- Provide ongoing competitive analysis and monitoring to enhance marketing efforts
- Design and deploy interactive digital dashboards highlighting performance metrics, key insights, specific analysis tools, and post-lead student journey information in order to show success and inform future strategies
- Deliver new ad copy variations based on testing outcomes and performance analysis
- Provide digital design services as required in order to design and deploy digital image assets for use in platforms
- Provide landing page or website optimization recommendations based on conversion rate optimization expertise and ad performance analysis

DELIVERY:

All services shall be delivered to the Texas A&M Bush School DC Teaching Site. Texas A&M reserves the right to order elsewhere if services are not available.

RENEWAL:

Texas A&M reserves the right to renew this Master Order for a two additional (2) year(s) terms, one (1) year at a time, if mutually agreed upon by both parties with all terms, conditions and discounts remaining firm.

Renewal No.	Renewal Dates
1	4/10/2024 – 4/9/2025
2	4/10/2025 – 4/9/2026

INVOICING:

Invoices for services performed under this Agreement shall be submitted to the following:

Texas A&M University
Financial Management Operations
Email: invoices@tamu.edu

The following information should be included on all invoices:

Texas A&M Contract Number: C2024-13045
Texas A&M Purchase Order Number (*if applicable*):
Department Code: 02-TAMU

Texas A&M will incur no penalty for late payment if payment is made within thirty (30) or fewer days from receipt of goods or services and an uncontested invoice.

TERMINATION:

For Convenience: The agreement may be terminated, without penalty, by Texas A&M without cause by giving thirty (30) days written notice of such termination to the seller.

In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing.

Texas A&M’s sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

Texas A&M reserves the right to immediate cancellation, without penalty, due to non-performance

**PAR Requirements
for
Self-Performing Vendors**

The HUB Subcontracting Plan (HSP) submitted with the bid response shall become a provision of the purchase order. The vendor cannot change a subcontracting plan prior to its incorporation into the purchase order. TAC 20.14 (5). Per the Texas Administrative Code Chapter 20.14, Texas A&M requires the following:

- **Vendors self-performing** must submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) to Texas A&M University on a monthly basis. The vendor will maintain business records documenting its compliance with the approved HSP and will submit a PAR to the Texas A&M Department of Procurement Services no later than the 5th calendar day of the month until the purchase order has been paid in full. TAC 20.14 (d). **All PAR’s shall be sent via e-mail to the following address: hubprogram@tamu.edu . Payment requests submitted without the PAR will not be processed.**
- Changes may not be made to the HSP without prior review and approval from the Texas A&M Department of Procurement Services. The vendor shall submit to the TAMU point of contact provided below a revised HSP if determined subcontracting will be necessary.

If the selected vendor subcontracts any of the work without complying with TAC 20.14 and without prior approval from the Texas A&M Department of Procurement Services, the vendor will be deemed to have breached the purchase order and be subject to any remedial actions provided by Texas Government Code, Chapter 2161, state law and TAC 20.14 (6). Texas A&M will report nonperformance relative to its purchase order to Texas Procurement and Support Services in accordance with TAC 20.105, Subchapter F relating to the Vendor Performance and Debarment Program.

Texas A&M Point of Contact

Buyer: Cindy Gillar
Phone – 979-845-9010
E-mail – c-gillar@tamu.edu

A copy of the PAR can also be found at the following link: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

PRICING:

Item #	Item & Description	Qty	Unit	Unit Price
	<p>Flat, single monthly management fee of \$3,500.</p> <p>Fee will remain in place so long as the managed monthly media spend does not exceed \$40,000 in any single month.</p> <p>Should the managed media spend exceed that total in any one month, that month’s management fee would instead be charged as 10% of the total media spend.</p> <p>This proposed Management Fee shall be inclusive of all services as outlined in the proposal:</p> <ul style="list-style-type: none"> - All digital ad strategy and management - Data and analytics services, including ongoing management of digital dashboards and tracking - Digital design services for both creative assets and landing page/CRO needs - Project management - Recurring team calls and consistent, continuous communication with all necessary Bush School stakeholders <p>The Management Fee shall not be capped by any work hours, allowing TrendyMinds to be agile in bringing all personnel and needs to the table as strategies and new campaigns would dictate.</p>	1	MO	3,500.00

* Quantities listed are estimates only and do not guarantee purchase.



Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Mar 29, 2024	AB0903911	0
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
jng - Gossett, Jessica	JESSICA.GOSSETT@TAMUC.EDU	903.886.5220
Customer Contact:		
Name:	Terryl Bratek	
Email:	TERRYL.BRATEK@TAMUC.EDU	
Phone:	+1 903-886-5128	

Sales Tax Exemption

Texas A&M University-Commerce is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M University-Commerce.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M University-Commerce's Purchasing Department prior to shipping.

Supplier Information		Delivery Information	
Supplier Name	TRENDYMINDS LLC	Delivery Address	
Address	PO BOX 441594 INDIANAPOLIS, Indiana 46244 United States	TAMUS Member:	21-Texas A&M University - Commerce (21)
Phone	+1 574-249-9026	Attn:	Terryl Bratek
FOB / FREIGHT	Destination	Marketing Communications	
Pre-Pay & Add	No	Room	Binnion Hall, Room 140
Payment Terms	0, Net 30	2600 S Neal St	
Contract Number - Header	no value	Commerce, TX 75428	
Contract Number - Line	no value	United States	
Quote number		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

TrendyMinds Quote...

PO Clauses

Header	ID	Description	Details
	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	508	Changes must be Approved Prior	Any changes to this Contract without the undersigned Purchasing Agent's prior written approval is not authorized and at the expense of the Supplier.
	509	Cancellation due to Funding	This contract is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency.
	522	Governance	Any agreement entered into by Texas A&M University-Commerce shall be governed by the laws of the State of Texas.
	525	Best Value Clause	Agency invokes "Best Value" purchase exemption under House Bill 1545.
	536	Terms & Conditions - TAMU-Commerce	This purchase shall be in accordance with the Texas A&M University-Commerce terms and conditions. To obtain, please go to the following address: https://www.tamuc.edu/vendor-

information/?redirect=none

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 4	Pride Pathway-Teacher Certificate Marketing Campaign with a goal to drive traffic and awareness to landing pages (CBE). Campaign to run five months (April 1, 2024 - August 31, 2024)	N/A	EA	7,500.00 USD	1 EA	7,500.00 USD
		Manufacturer Name TrendyMinds LLC				
2 of 4	Criminal Justice - CJ Marketing Campaign with a goal to drive traffic and awareness to landing pages (CBE). Campaign to run five months (April 1, 2024 - August 31, 2024)	N/A	EA	7,500.00 USD	1 EA	7,500.00 USD
		Manufacturer Name TrendyMinds LLC				
3 of 4	Safety and Health - SHCB Marketing Campaign with a goal to drive traffic and awareness to landing pages (CBE). Campaign to run five months (April 1, 2024 - August 31, 2024)	N/A	EA	7,500.00 USD	1 EA	7,500.00 USD
		Manufacturer Name TrendyMinds LLC				
4 of 4	Health Service - HSCB Marketing Campaign with a goal to drive traffic and awareness to landing pages (CBE). Campaign to run five months (April 1, 2024 - August 31, 2024)	N/A	EA	7,500.00 USD	1 EA	7,500.00 USD
		Manufacturer Name TrendyMinds LLC				
Total						30,000.00 USD

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamuc.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&M University-Commerce</p> <p>***Do Not Mail Invoices***</p> <p>Email invoices to invoices@tamuc.edu</p> <p>PO Box 3011</p> <p>Commerce, TX 75429</p> <p>United States</p>