



**STATE OF TEXAS  
OFFICE OF THE GOVERNOR**

**FINANCIAL SERVICES DIVISION**

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**REQUEST FOR PROPOSALS**

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**Tourism Public Relations and Marketing Services in the Continental  
Europe Service Region  
Office of the Governor, Texas Economic Development and Tourism  
Office**

**RFP No. 301-22-00550**

**NIGP CLASS ITEMS**

<b>915-03</b>	<b>915-22</b>	<b>961-28</b>	<b>961-53</b>

**Proposal Date and Due Time: 03/17/22 no later than 5:00 pm (CST in Austin, Texas)**

**Point of Contact**

Purchasing  
Office of the Governor of Texas  
Financial Services Division  
512-463-1776  
Purchasing@gov.texas.gov

**NOTE: This Request for Proposals (“RFP”) is composed of two parts: (1) Part A: RFP Information and Instructions, (including attachments and appendices, in any) and (2) Part B: General Terms and Conditions (including attachments and appendices, if any). In the event an instruction or term in Part A conflicts with an instruction or term in Part B, the instruction or term in Part A prevails, and any addenda or amendments to either Part A or Part B control over the original versions.**

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## **1. GLOSSARY OF TERMS**

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This Glossary assigns definitions to the listed terms. The definition given to a term listed in this Glossary applies whenever the term appears in this RFP and in any response, including a proposal, to this RFP.

### **1.1. Account Manager**

The individual who oversees and provides direction for and manages all activities under the Contract including, but not limited to, all activities and services performed and provided under the Contract, including responsibility for the management, accounting for the entire Contract, billing, and reporting.

### **1.2. Acceptable Quality Level**

The level of performance of requested services and goods, based entirely on the judgment of the OOG staff, below which the Contract will not be paid and damages may be assessed.

### **1.3. Ad Hoc Services**

Services requested and approved by the OOG that are in addition to required services. Ad Hoc Services may be conducted on an as-needed basis and provided in as-needed quantities. Such services are in addition to the Service Requirements specified in Section 4 of Part A of the RFP, but which fall within the scope of the Contract services.

### **1.4. Addendum**

A modification of the specifications contained in the RFP and distributed to prospective Respondents prior to the opening of responses.

### **1.5. Advertising Value Equivalency**

Value of earned media if media had been purchased in an advertising buy or the equivalent advertising value of earned media.

### **1.6. Business Day**

The State of Texas's business days are Monday through Friday, 8:00 a.m. through 5:00 p.m., except for scheduled State of Texas holidays (see <http://www.hr.sao.texas.gov/Holidays>).

### **1.7. Contract**

The contract awarded, if any, as a result of the RFP and all exhibits attached thereto, as further described in Section 2 of Part B of the RFP.

### **1.8. Contractor**

The Respondent or Respondents awarded a Contract as a result of the RFP.

### **1.9. Convention and Visitors Bureau (“CVB”)**

A local organization supported by hotel occupancy taxes, government budget allocations, private memberships, or a combination of any of these funding mechanisms. A CVB encourages groups to hold meetings, conventions, and trade shows in its city, offers assistance for these meetings, and promotes tourism to its city. In some communities, these activities may be accomplished by a Chamber of Commerce.

### **1.10. Cooperative Marketing**

Marketing or promotional activity in which the OOG and one or more other Texas Partners pool resources to provide effective and attractive marketing and promotional opportunities that enhance and extend awareness of the Texas vacation message.

### **1.11. CPA**

The Texas Comptroller of Public Accounts.

### **1.12. Destination Marketing Organization (“DMO”)**

A state tourism office, CVB, chamber of commerce, or similar entity that promotes a city, region, or state as a travel destination.

### **1.13. Editorial Calls**

Telephone calls or personal visits conducted to encourage Media coverage of Texas.

### **1.14. ESBD**

The Electronic State Business Daily, which is available online at <http://www.txsmartbuy.com/esbd>.

### **1.15. Feature Brief**

A release distributed to the Media that is typically more detailed than a news release and describes and promotes aspects of travel to Texas. Feature briefs are designed to generate placements of feature stories.

### **1.16. Fiscal Year**

The State of Texas fiscal year is the period beginning September 1 and ending August 31.

### **1.17. Fulfillment Materials**

Pamphlets, brochures, travel guides, press kits, and any such materials that may be requested by individuals, Travel Trade, or Media.

### **1.18. Historically Underutilized Business (“HUB”)**

A business certified by the CPA as a historically underutilized business under Chapter 2161 of the Texas Government Code. For further explanation, see the CPA administrative rules at Title 34, Part 1, Chapter

20, Subchapter D, Division 1 of the Texas Administrative Code and <https://comptroller.texas.gov/purchasing/vendor/hub/>.

### **1.19. Intellectual Property Rights**

The worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights, or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

### **1.20. Media**

Includes, but is not limited to, consumer and trade broadcast (e.g., radio, television), print (e.g., newspapers, magazines), and digital or interactive media viewed via a computer or mobile device on the Internet.

### **1.21. Media Familiarization (“FAM”) Tour**

A travel program to Texas for qualified members of the most effective trade and consumer Media in order to promote travel to Texas. Media FAM Tours may include complimentary or reduced-rate transportation, accommodations, attractions admissions, and meals. A Media FAM Tour is designed to acquaint Media with specific Texas destinations and travel experiences to encourage and generate positive Media coverage about travel to Texas. Media FAM Tours can last up to seven calendar days and usually, but not always, include travel to multiple Texas cities. Media FAM Tours may be individual or group tours.

### **1.22. Media Measure**

Agreed-upon metrics for evaluating public relations activities that generate Media coverage.

### **1.23. Media Mission**

A concentrated public relations effort consisting of one-on-one editorial appointments for the Contractor’s account team members, representatives of the OOG, and Texas Partners with key representatives of targeted media for the purpose of generating positive Media coverage about Texas and travel to Texas. A Media Mission may include other promotional or special events and is usually conducted within a specific geographic market during a brief period of time and can include multiple destinations.

### **1.24. Monthly Service Fee**

The firm, fixed monthly fee that will be charged by the Contractor to fully compensate the Contractor and, if applicable, supporting subcontractors, for the costs of all of the Contractor’s in-house services, goods, and administrative expenses required to complete work under the Contract. Such expenses include, but are not limited to, all labor (e.g., all agency account service time); project and account management, direction, supervision, and coordination; writing and editing of newsletters, speeches,

news releases, feature briefs, print and electronic clippings services, press kits, and blog posts; development and use of specialized Media and Travel Trade contacts, regularly scheduled client meetings, and background research; oversight of social media activities; strategic counsel; industry and issue monitoring; crisis management; accounting and billing services; administrative support; legal services and fees; development of the annual Public Relations and Marketing Plan and required monthly and quarterly reporting; facilities; and equipment necessary to meet Contract performance requirements. The Monthly Service Fee also includes all incidental and normal business operating expenses, such as local and long distance phone (landline and mobile) calls; facsimile; local travel; postage; local courier service; internal copying; supplies; materials; parking; and other ongoing services performed or required for routine performance. The Monthly Service Fee does not include Reimbursables.

### **1.25. Motor Coach**

An over-the-road passenger coach or mini-bus with driver that transports Media or Travel Trade FAM Tour participants and their luggage within Texas.

### **1.26. News Release**

A one- or two-page printed or electronic document (with or without photographs and captions) or videos describing aspects of the Travel Texas product sent to the Media and designed to generate a hard news story placement. A News Release may be distributed via a variety of means including, but not limited to, email, Internet, or satellite broadcast. A News Release may also be referred to as a Press Release.

### **1.27. Office**

The Texas Economic Development and Tourism Office.

### **1.28. Office of the Governor (“OOG”)**

The Office of the Governor of Texas, to include the Texas Economic Development and Tourism Office.

### **1.29. Party/Parties**

The OOG and the Contractor, separately or collectively.

### **1.30. Performance Period**

Each annual period of the Contract Term, running contemporaneously with a Fiscal Year, during which the Contractor will perform the required services under the Contract. Each Performance Period will be separately budgeted by the OOG, subject to available appropriations.

### **1.31. Plan of Action**

The comprehensive, annual plan to be proposed by the Contractor, which shall include, at a minimum, a complete schedule of all proposed public relations and marketing activities, other detailed data, and recommendations for target audiences and the Target Markets consistent with the requirements of the RFP, including the goals and objectives identified in Section 4 of Part A of the RFP. Subject to approval by the OOG, the Plan of Action as proposed by the Contractor shall become the Public Relations and Marketing Plan to be initially implemented by the Contractor.

### **1.32. Public Relations and Marketing Plan**

The Plan of Action, approved by the OOG that is to be implemented and maintained by the Contractor.

### **1.33. Print, Digital, and Broadcast Publicity**

Publicity generated in a printed publication, online, digital, social media, or broadcast (TV or radio) format.

### **1.34. Proactive Contact**

Contacts with key representatives of targeted Media or Travel Trade proactively conducted by the Contractor to encourage Media coverage (Media contact) or development of travel packages featuring the Travel Texas products and services (trade contact).

### **1.35. Product Educational Seminar**

An independent destination marketing seminar for pre-qualified Travel Trade in the Target Markets that is designed to inform and educate Travel Trade sales staff about the Travel Texas product. A product educational seminar may be held in conjunction with other special events such as a trade show, sales mission, product launch, marketing or promotional event, meal function, or reception. Product educational seminars may be conducted in conjunction with Texas Partners or in-market Travel Trade.

### **1.36. Product Launch**

An event or series of events designed to present Texas suppliers' new or expanded tourism products to retail travel agents, tour operators, group leaders, meeting planners, or Media in the Target Markets. A Product Launch may include special events, such as a trade show, a product seminar, a press event, a promotional function, a meal function, or a reception.

### **1.37. Promotions**

Consumer direct marketing activities (e.g., sweepstakes, trip giveaways, contests, and consumer activations) that incorporate Media and Travel Trade that maximize awareness of the Travel Texas product by reaching a mass audience through a variety of Media, trade outlets, and consumer direct tactics.

### **1.38. Reimbursables**

Purchases made and expenses incurred by the Contractor on behalf of the OOG for services, goods, local travel associated with coordinating or representing Travel Texas at travel trade shows or missions, and out-of-town travel not included in the Contractor's Monthly Service Fee. All Reimbursables must be pre-approved in writing by the OOG.

### **1.39. Respondent**

An entity submitting a proposal in response to the RFP.



#### **1.40. RFP**

Request for Proposal, which is the type of solicitation embodied in this document.

#### **1.41. Sales Mission**

A concentrated marketing effort consisting of special events, one-on-one sales contacts, and other promotional activities undertaken by the Contractor’s account team, OOG representatives, and Texas Partners with key Travel Trade for the purpose of encouraging tour operators, travel agents, meetings market professionals, or other buyers to develop and sell travel to Texas. A Sales Mission may include other promotional or special events and is usually conducted within a specific geographic market during a brief period of time and can include multiple destinations.

#### **1.42. Suppliers**

Attractions, accommodations, CVBs, and other businesses and organizations that supply tourism products.

#### **1.43. Target Markets**

The Continental Europe Markets consisting of the primary market of Germany and the secondary markets of the Netherlands, France, and other markets as directed. This RFP’s Target Markets do not include the United Kingdom or Ireland.

#### **1.44. Texas Partners**

Any Texas tourism industry representatives or suppliers participating in a given marketing or promotional activity.

#### **1.45. Travel Texas**

A program within the OOG that is responsible for promoting travel to and enhancing tourism development in Texas (also formerly known as “Texas Tourism”).

#### **1.46. Travel Trade**

Retail travel agents, tour operators, group leaders, wholesalers, receptive operators, meetings market travel professionals and planners, corporate travel divisions, and other buyers or packagers of tourism products.

#### **1.47. Travel Trade Familiarization (“FAM”) Tour**

A travel program for qualified Travel Trade that may include some or all of the following: complimentary or reduced rate transportations, accommodations, attractions, admissions, and meals. A Travel Trade FAM Tour is designed to acquaint participants with specific Texas travel destinations or suppliers to increase the participants’ knowledge of the Travel Texas product and to encourage them to develop or expand travel packages to Texas. Travel Trade FAM Tours usually last between four and seven calendar days and usually include multiple Texas cities. Travel Trade FAM Tours may be individual or group tours.

**1.48. Wholesalers**

Individuals or companies that accumulate tour packages for sale to Travel Trade.

**1.49. Works**

All documents, reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with the Contract, including, but not limited to, data, data compilations, and other collateral prepared, developed, supplied, commissioned, gathered, or generated by the Contractor in the performance of its obligations under the Contract, or provided by the OOG or any other person or entity to the Contractor in order that it may perform the services or provide the goods required under the Contract.

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**2. GENERAL INFORMATION**


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**2.1. Purpose of Procurement.**

The Office seeks written proposals from qualified Respondents in accordance with the specifications contained in this RFP for Tourism Public Relations and Marketing Services in the Target Markets.

Respondents must demonstrate the ability to perform the services specified in this RFP and shall fully understand the Travel Texas program, organization, mission, and targeted audience. Respondents are encouraged to review the information located at <https://travel.texas.gov> and <https://www.traveltexas.com>.

Respondents are invited to submit written proposals for a comprehensive, innovative, and strategic tourism public relations and marketing campaign that fully integrates consumer Travel Trade and Media activities. The campaign shall create a responsible, accurate, and positive image of Texas, while effectively marketing and promoting the state as a premier travel destination in the Target Markets. The Contractor will implement, oversee, and measure all activities within the Target Markets.

**2.2. Procurement Authority**

The OOG is authorized by Texas Government Code, Section 481.172, as the primary state governmental entity responsible for out-of-state tourism marketing and promotion efforts to promote and advertise the State of Texas within the United States and in foreign countries. The OOG has been delegated authority to contract for these services by the Texas Comptroller’s Statewide Procurement Division under Texas Government Code, Section 2155.131.

**2.3. Term of Contract**

**2.3.1. Primary Term.** The primary term of the Contract awarded as the result of this RFP shall commence on the date of last signature on the Contract (“Effective Date”), and terminate on August 31, 2022, unless terminated earlier pursuant to the terms of the Contract. The primary term plus any renewal terms or extensions, if any, shall constitute the “Contract Term.”

**2.3.2. Renewal Terms.** The OOG shall have the right to renew the term of the Contract for up to the three additional 12 month periods through August 31, 2025 with consideration to Contractor

performance.

**2.3.3. Optional Extension.** Upon the exhaustion of any and all renewal terms, the OOG may, in its sole discretion, extend the term of the Contract in any increment of months for up to six months if the OOG determines that an extension is necessary to facilitate the transition services to a new vendor. The OOG shall provide the Contractor with written notice of its intention to extend the term of the Contract in writing at least 30 days prior to the end of the Contract Term. Any compensation to the Contractor for this extension period would be based upon negotiated rates between the OOG and the Contractor and the reimbursement for actual expenses.

## **2.4. Contractor’s Relationship to the OOG**

The OOG is a part of the executive branch of Texas state government, and as such, the OOG will not relinquish control over public relations and marketing decisions to the Contractor. Rather, the Contractor shall provide all services and goods under the Contract with the OOG’s prior approval.

## **2.5. Parts Incorporated**

All attachments listed in the Table of Contents are incorporated into and expressly made a part of this RFP.

## **2.6. Captions/Headings**

The captions to the sections of this RFP are for convenience only and shall not affect the construction or interpretation of the RFP’s substantive terms.

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# **3. OVERVIEW**

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## **3.1. Economic Impact of Tourism**

Tourism benefits Texans. Travel and tourism continues to be one of the largest industries in the state; for example, in 2019, total direct travel spending was \$83 billion and travel expenditures generated a projected \$7.8 billion in state and local taxes. Moreover, travel and tourism supported 1.3 million jobs and \$63 billion in earnings.

## **3.2. Mission**

It is the Mission of the OOG’s Travel Texas program to enhance and extend local economic development efforts by marketing Texas as a premier travel destination in domestic, out-of-state, and international markets, generating non-Texan travel to the state and creating revenue and jobs.

## **3.3. Program Organization**

The OOG Travel Texas program is organized into three interrelated functional areas: Travel Research, Advertising, and Public Relations and Marketing. Each area plays a critical role in the overall mission to market Texas as a premier travel destination. Collectively, these areas provide an integrated marketing effort that supports the mission to generate non-Texan travel to the state.

The Travel Research area provides data and information that identifies key consumer travel patterns and trends that drive the OOG's tourism marketing activities, determining overall marketing strategies and key messages, advertising content and placement, selection of markets, and the development and evaluation of advertising and marketing programs. The Travel Research section also directs important tourism development outreach services, providing Texas communities with information and tools needed to develop tourist attractions and to effectively use tourism as an economic development tool.

Advertising is the OOG's primary tourism marketing tool. Advertising efforts are outsourced using a full-service, contracted advertising agency. Most advertising is conducted outside the state. Advertising efforts include, but are not limited to, national and international advertising through consumer, digital, national television, and interactive methods. In the domestic market, the OOG uses the "Let's Texas" campaign. This campaign is activity-driven in that it communicates to consumers the "experiential value" that a Texas vacation has to offer by focusing on the state's many diverse travel activities and experiences. The OOG also uses the "Travel Texas" logo trademark in international markets to effectively market Texas and all of its travel experiences throughout the world under the umbrella of a single, readily recognizable Travel Texas product.

The Advertising area also manages the OOG's brand and use of its logos in ancillary marketing programs, as well as coordinating with an in-market vendor to provide translation and other services as needed.

The Public Relations and Marketing area conducts tourism public relations activities, both domestically and internationally, to increase travel to the state by marketing and promoting Texas as a premier travel destination to consumers, the Media, and the Travel Trade. Traditionally, strategies and tactics pursued have included, but have not been limited to the following consumer, Media, and Travel Trade activities: consumer promotions, representing Texas in domestic and international Travel Trade and consumer shows, conducting Travel Trade and Media missions, conducting educational seminars, and conducting Media and Travel Trade FAM tours within Texas to acquaint the Travel Trade and Media with the Travel Texas product.

Because research shows that domestic travel decisions are primarily consumer driven, Public Relations and Marketing efforts have principally focused on Media and consumer-direct marketing and promotion activities in the United States. However, because the Travel Trade remains an influential factor in international travelers' travel planning and trip decision process, marketing to the Travel Trade in international markets remains a component of the overall Public Relations and Marketing efforts.

While Public Relations and Marketing efforts are primarily targeted outside the state, in-state activities are also conducted as needed to create awareness among the Texas public, the Texas Media, and Texas Partners about the importance of tourism as a means of economic development in the state. Examples include but are not limited to, the Texas Travel Summit held in the fall, and National Travel and Tourism Week and multiple Travel Texas activities to encourage in-state travel by Texans to the state's scenic, historical, cultural, natural, agricultural, educational, recreational, and other attractions.

The Public Relations and Marketing area includes cooperative marketing opportunities that enable the state's travel industry Suppliers to jointly market their destinations and products with the state in the OOG's tourism marketing and promotional activities. Cooperative marketing programs can offer Suppliers cost savings, while extending awareness, reach and exposure of the Travel Texas message and product. Fees generated from cooperative marketing programs are used to help offset some of the OOG's costs for conducting Public Relations and Marketing activities.

### 3.4. Positioning

Research indicates that many domestic and international travelers have a stereotypical and one-dimensional image of Texas, recognizing the state for its rich cowboy image and western heritage. The “*Let’s Texas*” campaign used domestically and internationally, where it applies, is an invitation. It is a friendly challenge to explore all the state has to offer. By turning the state name into a verb, we are presenting a trip to Texas as an experience like no other. This is not because we are the only state with beaches, hiking trails, exciting cities, historical attractions, and five-star restaurants, to name just a few experiences that can be enjoyed in Texas, but because these attractions and experiences come with a side of true Texas spirit that you cannot get anywhere else. In Travel Texas TV ads, we showcase authentic slices of the state told through the point of view of our straightforward narrator. The variety of the state’s offerings will come from the number of moments we witness through individual TV spots, digital videos, and digital ad units. When it comes to telling the truth about Texas—the real Texas, that is—our narrator is as honest as the state itself. We do not sell or push. Remarks are not polished or embellished. We simply describe the state as it is, region by region, vista by vista, experience by experience, moment by moment. Our narrator is fresh and modern with a sense of history, comfortable wandering the country or exploring the city, and never in search of a stereotype. For our logo, we used our iconic shape as a simple signoff rather than a themed corporate logo.

### 3.5. Current Marketing Plan

A copy of the OOG’s current tourism marketing plan can be obtained at [www.travel.texas.gov](http://www.travel.texas.gov). The plan includes briefings on each of the primary Target Markets and identifies key target audiences.

### 3.6. Travel Research Information

The OOG’s travel research reports and information can be obtained at <https://travel.texas.gov/travel-research/>.

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## 4. STATEMENT OF WORK – SERVICE REQUIREMENTS

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Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words “may” or “can” allow Respondents to offer alternatives to the manner in which the services are provided. The requested services and corresponding deliverables are as follows:

### 4.1. Public Relations and Marketing Requirements

The OOG strives to use the most innovative, creative, and cost-effective marketing and public relations programs to raise awareness of Texas as a premier travel destination. The scope of work for services sought by the OOG in the Target Markets includes a primary focus on public relations and marketing strategies targeting consumers, Media, and the Travel Trade. The Contractor shall have the following goals while providing public relations and marketing services for the OOG to raise awareness of Texas as a premier travel destination:

- a. generate maximum positive press coverage of the Travel Texas product while expanding perceptions of the diverse travel experiences Texas offers visitors;
- b. develop and implement a robust social media strategy that successfully promotes the Travel

- Texas product;
- c. conduct high-profile integrated consumer promotions;
  - d. lead efforts in promoting and marketing Texas as a premier travel destination to Travel Trade as directed;
  - e. create effective cooperative public relations and marketing programs that provide for maximum partner participation; and
  - f. generate measurable results from public relations and marketing efforts.

The Contractor shall propose measures and goals to use in evaluating work. Measures will include, but are not limited, to:

- a. leading industry standard measures for traditional and digital media activities and placements including, but not limited to, Advertising Value Equivalency;
- b. leading industry standard measures for results of social media strategy and activities;
- c. creative integrated consumer promotions which incorporate Media, Travel Trade, and other appropriate partners to generate maximum consumer awareness of the Travel Texas product;
- d. successful completion of agreed upon marketing activities; and
- e. generating and maintaining Texas travel packages in Target Markets.

## **4.2. Public Relations and Marketing Initiatives**

To meet the OOG’s tourism Mission, as described in Section 3.2 of Part A of this RFP, and to fulfill the Public Relations and Marketing Requirements, as further described in this Section, the OOG is seeking an agency that is capable of providing the following goods and services:

### **4.2.1. Media Relations**

**4.2.1.1.** Conducting public relations activities targeting key consumer and Travel Trade Media in both traditional and non-traditional outlets to generate Media placements of key messages that result in maximum positive publicity of Texas as a premier travel destination.

**4.2.1.2.** Providing market insight and guidance based on demonstrated facts and research to help grow awareness and visitation to Texas.

**4.2.1.3.** Concentrating public relations activities during key travel planning seasons that provide the greatest potential to enhance the effectiveness and extend the reach of the OOG’s planned advertising activities.

**4.2.1.4.** Engaging in Media relations activities that include, but are not limited to:

- a. proactive Media outreach and pitching;
- b. organizing, planning, executing and attending:
  - 1. Media FAM Tours;
  - 2. Media Missions;
  - 3. Media and public relations events;
  - 4. Media appointments;
  - 5. press conferences; and

6. interviews and presentations;
- c. compiling and maintaining a database of consumer and Travel Trade Media and travel influencers to accomplish public relations and Media activities and providing the database to the OOG upon request;
- d. preparing and distributing regular Press Releases and Media pitches to generate Media impressions in both traditional and non-traditional Media outlets;
- e. responding to Media and influencer inquiries;
- f. assembling and fulfilling traditional and electronic press kits as needed and developing, maintaining, and fulfilling an evergreen press kit;
- g. producing, storing, and fulfilling of collateral and promotional materials;
- h. translating materials as needed;
- i. clippings and media monitoring services; and
- j. contracting necessary venues, transportations, and other similar goods or services to accomplish the activities listed above.

**4.2.1.5.** Monitoring editorial calendars of Target Market outlets for travel story opportunities and create an annual editorial calendar for the OOG. Proactively pitching story ideas to Media in Target Market via phone, email, or in-person meetings.

**4.2.1.6.** Identifying and recommending travel influencers and executing agreements with said influencers to spread awareness of the Travel Texas product and experiences via social media channels.

**4.2.2. Social Media.** The Contractor shall develop and implement a strategic plan for all of the OOG's social media platforms to reach the Target Markets. Social media content calendars should be delivered at a cadence agreed upon by the OOG. Ongoing social media activities shall include, but are not limited to, real-time community management, production and management of social media assets including photography and video, monthly and campaign-specific reporting, paid promotions, and additional program support as needed. Reporting should reflect leading industry standard measurements for all social media activity.

**4.2.3. Consumer Promotions.** The Contractor shall conduct aggressive and creative integrated consumer promotions to maximize awareness of the Travel Texas product by reaching a mass audience through a variety of Media, Travel Trade, or consumer direct tactics.

### **4.3. Response Tracking**

The Contractor shall track and maintain records of all of the Contractor's assisted placements promoting the Travel Texas product. The Contractor shall use up-to-date industry standard measures approved by the OOG and proposed by the Contractor, including Advertising Value Equivalency, to calculate and report on the traditional and digital coverage of Texas generated. The Contractor shall report on the types and amount of Media placements generated.

### **4.4. Travel Trade Relations**

The Contractor must propose strategies and lead efforts, with the assistance of the OOG, to promote and market Texas as a premier travel destination to key Travel Trade industry representatives as directed.

Travel Trade activities include, but are not limited to, production, storage, and fulfillment of collateral and promotional materials, presentations, brochures, promotional items, newsletters, photographs, Travel Trade FAM tours, sales missions and promotional events, trade show marketing including registration and exhibition booth procurement, educational seminars, product launches, promotions, and related events.

#### **4.5. Promotional Functions**

The Contractor shall be responsible for conducting and coordinating promotional functions and providing supporting collateral materials needed to support tourism efforts at local, state, national and international meetings, conferences, and similar events. These materials shall complement the overall Travel Texas public relations and marketing efforts and may include, but are not necessarily limited to, use of computer and interactive technologies. Examples include, but are not limited to, event program sponsorships, experiential marketing, trade shows, conferences, receptions, presentations, committee meetings, and Media and trade missions. The Contractor shall store, maintain, and pre-stage Travel Texas collateral and promotional items as necessary to facilitate the timely delivery of services in the Target Markets.

#### **4.6. Creative Services**

The Contractor shall be responsible for coordinating the production of presentation, promotional, and collateral materials, including but not limited to: Press Releases, print and digital invitations, photographs, mats, videos, filming, editing, equipment rentals, display materials, brochures, trade and consumer show booths, and infographics, as required to meet the Contract performance requirements.

#### **4.7. Plan of Action**

On or before the first day of June of each Fiscal Year of the Contract Term, the Contractor shall be responsible for development and submission of an annual Plan of Action for the services proposed to be undertaken and the goods and services proposed to be provided during the upcoming Fiscal Year. The Plan of Action shall include the Contractor's evaluations and recommendations for all proposed activities and projects to be undertaken that will most effectively position Texas as a premier travel destination and create market awareness of and stimulate interest in travel to Texas among consumers, the Media, and the Travel Trade. Appropriate market research and planning should be conducted and provided in order to determine the most effective, innovative, and cost efficient public relations and marketing efforts. The Plan of Action must include a detailed budget for all proposed projects, activities, and services to be performed, as well as recommendations of specific goals and measurements that demonstrate the success of the Plan of Action in meeting or exceeding the objectives outlined in Section 4 of Part A of this RFP.

Any routine use of subcontractors for the provision of Contractor's in-house services that are to be included in Contractor's Monthly Service Fee shall be disclosed and clearly identified in the proposed Plan of Action.

The Plan of Action must be approved by the OOG prior to implementation, at which point it becomes the Public Relations and Marketing Plan for the Fiscal Year as further described in Section 4.8 of Part A of this RFP.



**A Plan of Action submitted to the OOG during the Contract Term becomes property of the OOG. OOG approval of the Contractor's Plan of Action is not a guarantee the Contract Term set forth in Section 2.3 of Part A of this RFP will be extended to encompass the fiscal year for which the Plan of Action was developed.**

#### **4.8. Public Relations and Marketing Plan**

Upon the OOG's approval, the Plan of Action will be adopted and serve as the Public Relations and Marketing Plan to be implemented by the Contractor for the Fiscal Year. To the extent the OOG extends the Contract Term set forth in Section 2.3 of Part A of this RFP to encompass the fiscal year for which the Plan of Action was developed, the Contractor shall operate in accordance with an approved, detailed, written Public Relations and Marketing Plan, including budget allocation for using public relations and marketing activities (consumer, Media, and Travel Trade relations) to market and promote Texas as a premier travel destination. Any changes made to the Public Relations and Marketing Plan throughout the Fiscal Year in which it is in effect must be approved by the OOG in writing.

#### **4.9. Coordination of Efforts**

When appropriate, and as required by the OOG, the Contractor shall coordinate activities with other of the OOG's vendors (e.g., advertising, public relations and marketing, or research), other state agencies, and local, regional, and statewide tourism industry associations and organizations involved with or affected by services and goods provided under the Contract.

#### **4.10. Crisis Management**

The Contractor shall provide ongoing crisis management in relation to the services the Contractor provides. Services shall include, but are not limited to, the identification and monitoring of domestic and international crisis situations that may impact the implementation of the Public Relations and Marketing Plan, or the effectiveness, cost-efficiency, or desirability of ongoing public relations and marketing efforts. The crisis management counsel and service shall facilitate the ability of the OOG to promptly cancel or modify existing marketing promotions in response to a domestic or international crisis situation. The Contractor shall coordinate such efforts with the OOG and other of the OOG's vendors as necessary (e.g., advertising, public relations and marketing, or research).

#### **4.11. Intellectual Property Licenses and Releases**

The Contractor shall be responsible for securing the Intellectual Property Rights for all Works (including the goods and services) to be provided to the OOG under the Contract, including, but not limited to, all releases, licenses, waivers, permits, model releases for use of talent, copyrighted or trademarked materials, information, and sound and images that are or may be subject to Intellectual Property Rights. The Contractor shall be solely and exclusively responsible for any contracts, agreements, licenses, releases, fees, or negotiations needed to obtain the necessary Intellectual Property Rights for such Works.

#### **4.12. Responsibility for Correction of Errors and Oversights**

The Contractor shall be responsible for ensuring that there are no errors or oversights in the final Works.

If any Works are not delivered or performed in accordance with the applicable Service Requirements in Section 4 of Part A of this RFP approved by the OOG, the Contractor will remedy in a timely manner

any such errors, oversights, deficiencies, Contract noncompliance, or audit exceptions. A “timely manner” is not longer than 30 calendar days, although this time period may be reduced in the OOG’s sole discretion depending on the circumstances. Such remedy may include a refund or offset of Contract payments or any other appropriate corrective actions deemed necessary by the OOG. The Contractor’s failure to comply to timely remedy such errors and oversights may be grounds for termination of the Contract by reason of default. The Contractor shall be solely and exclusively responsible for bearing all costs associated with correcting the Contractor’s errors and oversights.

#### **4.13. Timelines**

The OOG and the Contractor shall determine projected timelines at the onset of individual projects. Every effort should be made to produce materials well-ahead of the determined deadlines. Proofs of collateral and other promotional materials shall be submitted to the OOG in a timely manner to allow for editing and approval of the materials before established deadlines. The OOG, in its sole discretion, shall determine whether required services and deliverables were timely submitted.

#### **4.14. Required Reports and Status Calls**

The Contractor’s account team, in coordination with the OOG’s designated representative, must compile, maintain, and provide certain required reports to, and participate in status calls with, the OOG. Texas Government Code, Section 2252.907 requires that information created or exchanged by the Contractor must be made available in a format that is readily accessible to the public; accordingly, reports may not be delivered or made available to the OOG solely through portal access to the Contractor’s information systems or project management applications. Reports must be provided in Microsoft Word, Microsoft Power Point, Microsoft Excel, or other formats approved by the OOG. Reports may be, but are not required to be, delivered electronically to the OOG, such as via email, USB flash drive, or through a State of Texas secure file transfer. These reports and status calls shall include:

**4.14.1. Regularly-Scheduled Status Calls.** The Contractor will be required to participate in regularly-scheduled status calls and provide a written summary status report in electronic form for each such call relating to Works in progress at the time of the particular Regularly-Scheduled call, and, if available and requested by the OOG, physical copies of such Works in draft or final form.

**4.14.2. Monthly Report.** The Contractor must deliver to the OOG no later than the 15th Business Day of each month a report that includes the following:

**4.14.2.1. Response Tracking Report.** A log sheet that records all monthly Media placements generated during the prior month and provides measurements agreed upon by the OOG and the Contractor for traditional and digital Media, including, but not limited to, Media value generated with explanations of Media calculation, circulation or impressions, title of publication/program, title of article, Media type, publication date, and description of activity that generated the article/program. Copies of all Media generated listed on the log sheet shall be included with the report;

**4.14.2.2. Ongoing and Completed Projects Update.** A description and evaluation of all ongoing projects and activities completed by the Contractor (including all necessary back-up) during the prior month, including but not limited to, all services and goods (e.g., materials production/distribution, industry events, research, Media relations, trade relations, special events, and promotions). A copy of all materials produced shall be

included with the report; and

**4.14.2.3. Accounting Report.** A monthly accounting of the prior month's expenditures, including the Monthly Service Fee and the amount of all Reimbursables by project, projected future expenditures, a cumulative total of expenditures for the Fiscal Year and Contract Term, and available budget balances for the remainder of the Contract Term and Fiscal Year.

**4.14.3. Quarterly Report.** The Contractor must deliver to the OOG no later than 30 calendar days following the close of each quarter a report of the Contractor's work and activities during that quarter. The quarterly report shall include:

**4.14.3.1 Log of Proactive Media Contacts.** A log sheet of all quarterly and annual proactive Media contacts made during the prior quarter;

**4.14.3.2 Response Tracking Report.** A log sheet which records all quarterly and annual Media placements generated during the prior quarter, including all required Media clippings specified in Section 4.2.1.4(i) of Part A of this RFP;

**4.14.3.3 Subcontracting Report.** A report of all subcontracts awarded during the quarter, including a listing of each subcontract made with a HUB (including certification number) or non-HUB, the amount of each subcontract, subcontractor names and addresses, and the total dollar value of all subcontracts issued to HUBs and the total dollar value of all subcontracts issued to non-HUBs;

**4.14.3.4 Performance Update.** A report, including all relevant figures, on the Contractor's progress during the prior quarter toward meeting key Contract performance standards and the Contractor's evaluations and recommendations for meeting annual performance standards targets. The report shall include quarterly totals for:

- a. agreed-upon measures of traditional and non-traditional Media placements, including, but not limited to, Advertising Value Equivalency;
- b. social media strategy activities and results;
- c. the number of consumers reached via promotions generated by the Contractor;
- d. the number of proactive and reactive Media contacts, including resulting Media placements, impressions, or Media FAM tours generated; and
- e. the number of completed Travel Trade activities assisted including, but not limited to, Travel Trade shows, missions and FAM tours.

**4.14.3.5 Crisis Management.** A report on all crisis management situations that occurred during the previous quarter, including an assessment of the actions taken to address the situations and speed recovery, including any necessary plan revisions, and a copy of the revised plan, if applicable; and

**4.14.3.6 Contractor's Evaluations and Recommendations.** The Contractor's evaluation on all goods and services provided under the Contractor's Public Relations and Marketing Plan during the previous quarter and any recommendations for improvements, including plan revisions and additional services and goods proposed for future implementation.

**4.14.4. Annual Report.** On or before September 15th of each Fiscal Year of the Contract Term, the Contractor shall submit a written annual report that provides a comprehensive overview of the performance of the Contractor’s provision of goods and services, including, but not limited to, a review of all activities, major accomplishments, performance summaries (including all performance measures), and industry awards received.

#### **4.15. Failure to Comply with Reporting Requirements**

The OOG and the Contractor agree that failure by the Contractor to meet the performance standards and timelines set forth in Sections 4.13 and 4.14 of Part A of this RFP will cause the OOG to sustain actual damages in an amount that it is difficult to quantify. It is agreed that the OOG may require the Contractor to pay liquidated damages for failure to comply with the reporting requirements contained herein.

The parties understand that liquidated damages are not intended to be punitive but compensatory and that the amounts of liquidated damages to which the OOG and the Contractor agree will be enforceable. In addition to assessing liquidated damages, the OOG may begin default proceedings if the Contractor has failed to comply with the awarded Contract.

The OOG may provide the Contractor a cure period prior to assessing liquidated damages. The assessment of liquidated damages is at the OOG’s discretion. Written notification of failure to meet a performance standard relating to required reporting may be given by the OOG’s Contract Manager at any time a failure occurs.

The Contractor may not be liable for liquidated damages which result from events that are directly caused by the failure of the OOG, any Texas state agency, or any governmental entity to perform any required activity. Additionally, the Contractor may not be liable for liquidated damages to the extent any delays or service interruptions are directly due to any of the following:

- a. Action or inaction by the OOG, its end-users, their employees, invitees, and third parties, including, but not limited to, changes in applications, protocols, or transmission parameters without prior coordination with the Contractor;
- b. Breach of the Contract by the OOG or any other cause beyond the control of the Contractor including, but not limited to Force Majeure (in accordance with the section of Part B of this RFP referring to “Force Majeure”) or failure or unavailability of the OOG or equipment not provided by the Contractor, as long as the delay or service interruption is due to a problem with the equipment itself and is not due to the fact that the Contractor recommended the wrong equipment or equipment that is not suited for this project.

The OOG has the option and right to offset any liquidated damages payable to the OOG against any payments due to the Contractor, as well as from any funds that are escrowed for this purpose. If sufficient payments or escrow funds are not available to offset such liquidated damages, then the Contractor shall pay to the OOG any remaining liquidated damages within 15 calendar days following receipt of written notice of the amount due. The Contractor has the burden of proof that the delay or other failure is attributable to someone or something other than the Contractor.

The Contractor must meet the reporting requirements specified in Sections 4.14 and 4.15 of the RFP on the dates specified in those Sections. The reporting requirements specified in Sections 4.14 and 4.15 will

be used to measure compliance with this service level requirement. A liquidated damages amount of \$50/day for each calendar day beyond the date the Regularly Scheduled, Monthly, Quarterly, or Annual Report is due but is not provided.

#### **4.16. Contracted Account Staff**

The Contractor must dedicate qualified professional staff who are experienced in public relations and marketing, including social media strategy and execution and Travel Trade relations, to work on the OOG's account in the Target Markets. The Contractor must dedicate an Account Manager to oversee all activities of the Contract including, but not limited to, coordination of public relations and marketing activities, account management, accounting for the entire Contract, billing and reporting. The Account Manager will be the OOG's primary day-to-day contact. Personnel must include key account team members. Key account team members shall be responsible for day-to-day activities required to support and service the OOG's tourism account. Key account team members must be proficient in the English language and experienced in working on public relations and marketing, including social media strategy and execution, in providing public relations and marketing services and goods for tourism, travel and DMO accounts, and in working on accounts similar in nature and budget size to the OOG's account, unless otherwise agreed to by the OOG. The OOG reserves the right to approve and accept key personnel, including the Account Manager. The Contractor must notify the OOG in writing if key personnel cannot continue on the account, and the OOG must approve replacement personnel.

#### **4.17. Assumption of Existing Contracts, Subcontracts, and Programs**

The Contractor may, at the OOG's sole discretion, be required to assume certain subcontracts, licensing agreements, and programs that may have been originally established by a prior vendor of the OOG and that remain in effect on the date the Contract is awarded.

#### **4.18. Physical Offices**

The Contractor shall maintain a fully operational physical office located within Germany. The Contractor must provide oversight of the Contract from the Contractor's office. The office shall be adequately staffed and equipped at all times to provide day-to-day operations from that office to support and service the OOG's account. Unless otherwise agreed to by the OOG, key members of the Contractor's OOG account staff, as further described in Section 4.16 of Part A of this RFP, shall be located at, and provide day-to-day operations from, the Contractor's office.

#### **4.19. Research**

Appropriate market research and planning should be conducted in order to determine the most effective and cost-efficient public relations and marketing efforts. Activities should reinforce creative messages and appeal to the targeted audiences. The Contractor shall instigate long term planning, yet also be responsive to immediate opportunities that arise suddenly to ensure the most effective and cost-efficient marketing is utilized. The Contractor shall become familiar with and use travel research data and information made available by the OOG and shall incorporate such research into campaign strategies. The OOG's travel research reports are available at <https://travel.texas.gov/>.

#### **4.20. Pre-Contract Account Familiarization and Transition**

The Contractor shall work cooperatively with the OOG and other vendors of the OOG to ensure that there is a smooth transition of services to the Contractor. The Contractor shall become familiar with existing Travel Texas advertising and marketing campaign and programs, and shall secure, transfer and assume all essential legal rights and contracts or subcontracts to the Contractor prior to effective date of the Contract. The Contractor will not be compensated for any time expended or expense incurred before the effective date of the Contract to develop the required account familiarization or perform the required transition services.

#### **4.21. End of Contract Transition**

At the end of the Contract or upon any termination of the Contract, beginning at a time determined solely by the OOG, the Contractor shall provide all necessary goods and services required by the OOG to ensure account transition, account familiarization, and transfer of goods and services to any new vendor. The OOG may, in its sole discretion, maintain concurrent contracts for a limited period in order to facilitate this transition.

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### **5. FINANCIAL TERMS AND CONDITIONS**

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#### **5.1. Maximum Contract Amount**

The OOG's maximum liability to the Contractor, in consideration for the full, satisfactory, and timely performance of all its duties, responsibilities and obligations as set forth in the Contract or arising out of any performance as the result of this RFP, shall not exceed \_\_\_\_\_ AND NO/100 DOLLARS (\$\_\_\_\_\_.00) (*amount to be determined at time of Contract award*) ("Maximum Contract Amount") for the initial Performance Period beginning Effective Date. The Contractor will not be compensated for services performed before the Effective Date of the Contract. The Contractor shall have no entitlement to payment of the Maximum Contract Amount.

#### **5.2. Increase in the Maximum Contract Amount**

The Contractor shall monitor all Monthly Service Fees to ensure that the amount of each new invoice added together with all previous invoices during the current Performance Period will not exceed the Maximum Contract Amount for the Performance Period. The Contractor shall provide 60 calendar days advance notice to the OOG in the event that the cost of services is anticipated to exceed the Maximum Contract Amount for the Performance Period. Any increase in the Contract amount for a given Performance Period shall require a written Contract amendment executed by the parties that specifies the new Maximum Contract Amount for the Performance Period. The total of any and all such increases should not exceed 25% of the original amount determined for that Performance Period.

#### **5.3. Availability of Funds**

The Contractor agrees that nothing in the Contract will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in the Contract. The Contractor agrees that funding for any Contract is subject to the actual receipt by the OOG of funds appropriated to the OOG. The Contractor agrees that the funds, if any, received from the OOG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of the Contract. The Contractor agrees that notwithstanding any other provision of the Contract, if the OOG is

not appropriated the funds or if the OOG does not receive the appropriated funds, or if the funds appropriated to the OOG are required to be reallocated to fund other state programs or purposes, then the OOG may reduce the Maximum Contract Amount or terminate the Contract without cost or penalty.

#### **5.4. Purchase of Services/Utilization**

The OOG cannot and does not guarantee the purchase of a particular level, quantity, or utilization of any goods or services during the Contract Term. All quantities of services and goods (excluding the Contractor's Monthly Services Fee) shall be purchased upon the OOG's request, in "as-needed" quantities, on an "as-needed" basis, as determined by the OOG. No authorization for the purchase of any services or goods is provided until the Contractor receives such written notice from the OOG in accordance with the terms of the Contract.

#### **5.5. Monthly Service Fee**

Except as to pre-approved Reimbursables, the Contractor is expected to provide the services and goods described in Section 4 of Part A of the RFP as part of its regular Monthly Service Fee.

**5.5.1. Cost Estimates and Reimbursables.** Prior to making any purchases or incurring any expenditures or costs on behalf of the OOG for Reimbursables, the Contractor must submit a written cost estimate for advanced, written approval by the OOG. All purchases of Reimbursables are subject to the OOG's procedures and guidelines for travel, procurement of goods and services, and Fiscal Year spending requirements. Upon the OOG's written approval of the cost estimate, the Contractor shall purchase the goods or services and complete the project as stated and agreed upon in accordance with the cost estimate. The OOG has the right to refuse to approve any cost estimate, obtain independent cost estimates, or require the Contractor to obtain different or additional cost estimates or price quotes on the project. The OOG may require the Contractor to use the most reasonable quote as determined in the sole discretion of the OOG, or to modify the Contractor's cost estimate to make it comparable with any independent quotes obtained by the OOG. The OOG will have the final approval in deciding which cost estimates will result in the best value to the State of Texas.

#### **5.5.2. Limitations on Reimbursables**

**5.5.2.1. General Travel.** The OOG will reimburse the Contractor for the Contractor's or subcontractor's approved reasonable out-of-town travel expenses necessary to complete the Service Requirements in Section 4 of Part A of this RFP on a basis comparable with the OOG and the CPA's travel procedures. The costs of routine travel expenses for Contractor's account service team to attend required account service meetings at the physical offices described in Section 4.18 of Part A of the RFP shall be included in the Contractor's Monthly Service Fee, except as approved in advance by the OOG.

**5.5.2.2. Mileage.** The OOG will reimburse the Contractor for approved non-routine personal or company automobile travel mileage that is reasonable and necessary at the lesser of actual costs or the per mile rate posted on the CPA's website at <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>.

**5.5.2.3. Meals and Lodging.** Unless prior written approval of the OOG is

provided to employ a different calculation method, the OOG will reimburse the Contractor for approved reasonable and necessary meal expenses and lodging relating to overnight travel at the lesser of actual costs or the maximum United States dollar rates for reimbursement of United States government civilians traveling on official business: (i) in the continental United States as established by the General Services Administration's Domestic Maximum Per Diem Rates, posted on the CPA's website at: <https://fm.x.cpa.texas.gov/fmx/travel/textravel/rates/current.php>; or (ii) in foreign areas as established by the United States State Department, Office of Allowances, posted on the United States State Department website at [https://aoprals.state.gov/content.asp?content\\_id=184&menu\\_id=78](https://aoprals.state.gov/content.asp?content_id=184&menu_id=78).

**5.5.2.4. Airfare.** The OOG will reimburse approved airfare required for the performance of the Service Requirements in Section 4 of Part A of this RFP at the lesser amount of the actual expense or the regular published rates for airfares for commercial airlines. The OOG will not reimburse the Contractor for expenses relating to first-class or business class airfare.

**5.5.2.5. Subcontractor Expenses.** Except as to any subcontractor payments relating to supporting the Contractor's provision of in-house services and goods that are included in Contractor's Monthly Service Fee, the OOG will reimburse the Contractor for approved actual, reasonable and necessary expenses relating to the Contractor's use of subcontractors. The Contractor shall be solely and exclusively responsible for any payments and other claims due to subcontractors for work performed. If required for the receipt of goods and services provided by a subcontractor, the OOG may, in its sole discretion, approve the Contractor's request to provide advance payment of all or part of the Reimbursables associated with subcontractor's performance.

**5.5.2.6. Postage.** The OOG will reimburse the Contractor for the approved actual cost of purchase of postage required for fulfillment or other operations conducted on behalf of the OOG, except postage required for the Contractor's normal business operations, which shall be included in the Monthly Service Fee.

**5.5.2.7. No Mark-up.** The OOG will only reimburse the Contractor for approved actual expenses. The Contractor shall not be reimbursed for any mark-up or overhead costs.

**5.5.2.8. Gratuities or Alcohol.** The OOG will not reimburse the Contractor for tips, gratuities, or the purchase of alcohol.

**5.5.2.9. Expenses for the Benefit of OOG Employees.** The OOG will not reimburse the Contractor for the cost of expenses incurred by or for the benefit of the OOG's employees.

**5.5.2.10. Expenses prohibited by Texas law.** The OOG will not reimburse the Contractor for expenses incurred by the Contractor relating to an expense for which agencies of the State of Texas are prohibited by law or by the policies and procedures of the OOG or the CPA from paying.



## **5.6. Contract Issuance**

The OOG shall issue an executed Contract, or amendment as applicable, as written notice for all Contract, Contract renewal or extensions, and authorizations for the purchase of services and goods specified in the Service Requirements in Section 4 of Part A of this RFP. No authorization for the purchase of any services or goods is provided until such Contract or, if applicable, amendment, has been fully-executed by the Contractor and the OOG. Upon notice from the OOG that a Contract or amendment, if applicable, has been properly executed, the Contractor shall identify the Account Manager authorized to receive direction from the OOG, to manage the work being performed, and to act on behalf of the Contractor. The Contractor shall ensure that its Account Manager, or his or her authorized designee, is available at all times for consultation with the OOG.

## **5.7. Delivery**

All deliveries of the goods or services authorized under the Contract shall be made in accordance with the Service Requirements in Section 4 of Part A of this RFP. No substitutions or cancellations shall be permitted without prior written approval of the OOG. The Contractor shall keep the OOG advised at all times of the delivery status of services or goods to be provided. If the Contractor foresees problems, delays, or adverse conditions that may prevent the Contractor from meeting delivery requirements, the Contractor shall give timely written notice to the OOG that explains the reasons for the delay and proposes an alternate delivery for the OOG's approval. The OOG has the right to accept or reject the proposed alternative delivery in its sole discretion. Default in promised delivery, without accepted reasons, authorizes the OOG to purchase goods or services elsewhere and to charge to the defaulting Contractor the full amount of any increase in costs associated with procuring replacement services. Default in the Contractor's delivery may result in termination of the Contract for reason of default.

## **5.8. Acceptance of Work Performed**

All work performed by the Contractor must be accepted in writing by an authorized official of the OOG before payment will be approved. Acceptance shall be based upon the Contractor's compliance with all applicable Contract requirements. The OOG will not pay for work which does not meet the Acceptable Quality Level or fails to fully comply with the Contract requirements. Should the OOG determine, in its sole discretion, that the Contractor's work is not of an Acceptable Quality Level or the Contractor fails to provide goods or perform services in a manner that complies with the Contract requirements, the OOG may require the Contractor to promptly re-provide the goods or re-perform the services in conformity with the Contract requirements at no additional cost to the OOG, or the OOG may reject payment of invoices for the Contractor's work without penalty or further obligation to the Contractor. The OOG may further require new performance, a refund, or offset in the event that work is discovered after payment has been made to be either unauthorized or below the accepted quality level. Failure to perform work in compliance with all Contract requirements may result in termination of the Contract for reason of default.

## **5.9. Invoicing and Payment**

**5.9.1.** All invoices for goods or services provided shall be submitted to the OOG on a timely basis. Any invoice that does not comply with the minimum requirements stated in this Section may not be considered valid and may be subject to rejection and return to the Contractor. Upon the request of the OOG, the Contractor must submit to the OOG any additional documentation or explanation the OOG may require to support or document the requested payment under the Contract.

**5.9.2.** As a prerequisite to the OOG’s ability to process any payments to the Contractor under the Contract, the Contractor shall provide the OOG with required tax and payee identification information in the form of a completed “Application for Texas Identification Number” (information is available on the CPA’s website at [https://fmx.cpa.texas.gov/fmx/payment/resources/svpr\\_all.php](https://fmx.cpa.texas.gov/fmx/payment/resources/svpr_all.php)). If the Contractor has previously completed the required documentation to obtain a Texas Identification Number (“TIN”) prior to the effective date of the Contract, the Contractor may satisfy this requirement by providing the OOG with the Contractor’s current TIN, name, and address to permit the OOG to verify registration in the TIN System with the CPA.

**5.9.3.** Each invoice presented must include: (i) the OOG’s Contract number; (ii) the Contractor’s TIN; (iii) the name and division of the OOG contact; (iv) a report for the services and goods provided under the Contract; (v) description of each service/good and the dollar amount attributable to each; and (vi) the name of the entity or individual to which each service/good is attributable. The OOG’s receipt and acceptance of an acceptable invoice is required under this Section.

**5.9.4.** The Contractor shall submit itemized monthly invoices once every 30 calendar days for all services and goods completed, delivered to, and accepted by the OOG, per the Contract requirements. Invoice amounts shall be in United States dollars. All invoices shall be made payable to the Contractor at the address for the TIN on file with the CPA or with the wire transfer instructions indicated in the Contract.

**5.9.5.** Invoices and payment inquiries shall be submitted directed to:

ap@gov.texas.gov or by mail to:  
Office of the Governor  
Accounts Payable  
P.O. Box 12878  
Austin, Texas 78711-2878

**5.9.6.** Each invoice is subject to review and approval by the OOG before payment will be processed. Invoices will be reviewed and the Contractor notified of any errors in its invoice in accordance with the timeframe specified in Chapter 2251 of the Texas Government Code (the “Texas Prompt Payment Act”). Upon acceptance of the Contractor’s performance and receipt of an acceptable invoice required to be submitted under this Section, the OOG will process payment to the Contractor in accordance with the Texas Prompt Payment Act. It is the policy of the OOG to make payment on a properly prepared and submitted invoice within 30 calendar days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

**5.9.7.** The Contractor shall bill and the OOG will make payment to the Contractor for approved costs that are incurred and properly invoiced in accordance with the following:

**5.9.7.1. Monthly Service Fee.** The OOG will pay the Monthly Service Fee for services performed and goods provided in accordance with the requirements of the Contract. Monthly Service Fees shall be billed as set forth in Contractor’s Fee Schedule, which shall be an Exhibit to the Contract. Invoices for partial month’s services shall be pro-rated and paid based upon a 30 calendar day work period/month.

**5.9.7.2. Reimbursables.** All Reimbursables incurred by the Contractor on the

OOG's behalf, including those made by the Contractor's subcontractors, shall be billed at actual costs. The OOG will make payment only to the Contractor for such Reimbursables that OOG has pre-approved in writing. The Contractor's invoices for Reimbursables shall include: (i) the approved project cost estimate with the OOG's written approval; (ii) the Contractor's documentation of any variation from the approved project cost estimate, including a change order signed by the OOG, if applicable; (iii) all supporting documentation for any Reimbursables for which the Contractor has incurred costs, including copies of original receipts or other documentation of actual expenditures deemed acceptable by the OOG for all purchases of Reimbursables; and (iv) proper bid documentation, when applicable.

If the Contractor's actual costs for Reimbursables exceed the OOG-approved cost estimate, the OOG may either (i) require the Contractor to submit additional information for the OOG's review and approval to support a finding that the increased cost of the expenditure is reasonable and necessary; or (ii) reimburse the Reimbursable(s) at the amount indicated in cost estimate approved by the OOG.

Only services and goods that have been approved, completed, and received by the OOG during the invoice period should be invoiced, unless the OOG has provided prior written approval to authorize an advance payment to the Contractor for approved Reimbursable(s).

**5.9.8. By submission of the invoices, the Contractor is warranting the following:**

- (1) its invoices have been carefully reviewed to ensure that all invoiced services and goods have been performed and provided in compliance with all terms of the Contract;
- (2) the charges shown on the invoice are allowable costs that are reasonable and necessary, and where applicable, do not exceed the amounts provided for in the Contract;
- (3) the amount of each new invoice added together with all previous invoices do not exceed the Maximum Contract Amount as referenced in the Contract; and
- (4) all supporting documentation is attached.

**5.9.9.** Upon satisfactory completion by the Contractor all the services identified in the Contract, acceptance by the OOG, and the OOG's release of any payment holds, the Contractor will be paid the unpaid balance of any money due for such services and goods in accordance with the payment terms outlined in the Contract. The Contractor understands and agrees that determination of satisfactory completion will be based entirely on the judgment of the staff of the OOG, and that the OOG and its staff are not liable for any damages to the Contractor or any subcontractors for claims arising from the OOG's enforcement of the requirements of this Section.

**5.10. Accounting Systems**

The Contractor shall have an accounting system that accounts for costs in accordance with Generally Accepted Accounting Principles ("GAAP") or International Accounting Standards ("IAS"). The Contractor's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

## 5.11. Contract Monitoring

The Contractor's performance will be monitored regularly as work is performed in accordance with the terms and conditions of the Contract. Monitoring activities may include, but are not necessarily limited to:

**5.11.1.** Inspection of goods and services prior to acceptance to ensure Contract compliance;

**5.11.2.** Invoice review to ensure compliance with all applicable Contract terms and conditions;

**5.11.3.** Periodic reporting by the Contractor based on pre-defined criteria and review of the Contractor's reports for verification that services and goods are provided in accordance with the Contract, as described in Sections 4.14 and 4.15 of Part A of the RFP;

**5.11.4.** Periodic review of the Contractor's progress on meeting specified goals and measurements that demonstrate the success of the Contractor's Public Relations and Marketing Plan;

**5.11.5.** Performance review and project planning meetings to be held in Austin, Texas or as may otherwise be coordinated between the OOG and the Contractor; and

**5.11.6.** On-site reviews at the Contractor's work site, to include observation, monitoring, and interview of the Contractor's staff to ascertain their understanding of the Office's goals, review key Contract requirements and service documentation, review fiscal records, and observe operations with respect to the OOG's account.

## 5.12. Audit, Access to Records, Records Retention

**5.12.1. Inspections.** Throughout the Contract Term, all services and goods provided under the Contract may be subject to inspection and testing by the OOG's authorized representatives. The OOG reserves the right, at all reasonable times, to have access to and inspect all goods and services provided by the Contractor and its subcontractors, including, but not limited to, all Works, facilities, equipment, supplies, and pertinent records or written material relating to the Contract requirements. Failure of the Contractor and its subcontractors to provide reasonable access to authorized representatives of the OOG who desire to perform such inspections or tests may result in termination of the Contract for reason of default. In the event inspected or tested services or goods are deemed unacceptable by the OOG for failure to meet or exceed all Contract requirements, the cost of the sample used and the cost of testing shall be borne by the Contractor. The OOG's discovery of latent defects in the goods or services purchased under the Contract may result in revocation of acceptance of any service or good and may result in the Contractor being required to refund or offset related Contract payments.

**5.12.2. Contractor Cooperation.** The Contractor will cooperate fully in any monitoring, inspection, assessment, review or audit conducted by the OOG or its authorized representatives related to any services provided under the Contract or billed to the OOG. The Contractor will remedy within 30 calendar days any weaknesses, deficiencies, Contract noncompliance, or audit exceptions found as a result of a review by the OOG or its authorized representatives. Such remedy may include a refund or offset of Contract payments or any other appropriate actions deemed necessary by the OOG. The Contractor's failure to comply with this requirement shall be grounds for termination of the Contract, for reason of default.

**5.12.3. Access to Records.** The OOG, through any of its duly authorized representatives, shall have access to books, records, documents, financial records, and any other information, pertinent to performance of all work under the Contract for the purpose of audit, review, inspection, copying, and audit. This right of access applies to goods or services provided or performed by, or financial records pertaining to, all subcontracts and subcontractors. The Contractor shall provide proper facilities for such access and inspection, or otherwise promptly make such records available to the OOG or its authorized representatives through the production or copying of any documents or information required by the OOG at the Contractor's expense.

**5.12.4. Records Retention.** The Contractor shall maintain adequate records to support its charges, procedures, and performances for all work relating to the Contract. Records shall be maintained by the Contractor and made available to the OOG and its authorized representatives during the Contract Term and thereafter until the later of the expiration of: (i) seven years from date of final payment by the OOG for the goods and services provided under the Contract; or (ii) seven years from date of final completion of any audit, dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.

**5.12.5. State Auditor.** In addition to and without limitation on the other audit provisions of the Contract, pursuant to Texas Government Code, Section 2262.154, the Texas State Auditor's Office may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the OOG directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds by the Contractor or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract is acceptance of the authority of the Texas State Auditor's Office to conduct an audit or investigation in connection with those funds. The Contractor or other entity that is the subject of an audit or investigation by the Texas State Auditor's Office must provide the Texas State Auditor's Office with access to any information the Texas State Auditor's Office considers relevant to the investigation or audit. The Contractor further agrees to cooperate fully with the Texas State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards. The Texas State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Contractor related to the Contract.

**5.12.6. Transition to New Vendor.** The Contractor shall allow such access to the goods or services it has created for the OOG under the Contract as may be necessary to enable any new tourism public relations and marketing services vendor of the OOG's to accomplish a smooth transition to the new vendor.

### **5.13. Delivery of Notices**

Any notice required or permitted under the Contract by one Party to the other Party must be in writing and correspond with the Party's designated Point of Contact. Any notice required or permitted to be given under the Contract may be given by regular first class mail or email and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this Section. At all times, the Contractor will maintain and monitor at least one active email address for the receipt of Contract-related communications from the OOG. It is the Contractor's responsibility to monitor this email address for Contract-related information.

## **6. PROPOSAL PROCESS AND GENERAL INFORMATION FOR RESPONDENTS**

### **6.1. Understanding of RFP Requirements**

The Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. By submitting a proposal in response to this RFP, the OOG has a right to assume that the Respondent fully understands the RFP specifications and will abide by all terms and conditions of the RFP. Respondents shall have no right to cancellation or relief without penalty from the Contract awarded as the result of this RFP (if any) based on any purported misunderstanding or lack of information.

### **6.2. RFP Addenda**

To the extent there are any revisions or additions to the information provided or requested in the RFP, an Addendum to the RFP will be posted on the ESBDB. Any Addenda so issued are to be considered part of the specifications of the RFP. If a Respondent fails to monitor the ESBDB for any revisions or additions to the RFP, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

### **6.3. Calendar of Events**

The solicitation process for this RFP will proceed according to the schedule below. The OOG reserves the right to revise any of the time periods listed below and will post all changes by published Addendum on the ESBDB at <http://www.txsmartbuy.com/esbd>.

<b>Event</b>	<b>Date</b>
Deadline for Respondent Submission of RFP Questions	02/23/2022
The OOG's Response to Questions Posted on the ESBDB	02/25/2022
Deadline for Respondent Submission of Proposals	03/17/2022
Anticipated Start Date	04/01/2022

### **6.4. Point of Contact**

Respondents shall direct all communications concerning this RFP to the point of contact listed and shall make no contact with other personnel of the OOG regarding this RFP, except as permitted by the point of contact.

Purchasing  
Office of the Governor of Texas  
Financial Services Division  
512-463-1776  
[Purchasing@gov.texas.gov](mailto:Purchasing@gov.texas.gov)

## **6.5. Prohibition Against Unauthorized Contact**

The OOG is committed to a procurement process that maintains the highest level of integrity. Accordingly, Respondents, as well as their agents, liaisons, advocates, lobbyists, governmental affairs representatives, representatives, or others promoting their position, are limited to those communications authorized by and described in this RFP. Any attempt to influence any of the participants, whether that attempt is oral or written, formal or informal, direct or indirect, outside of this RFP process is strictly prohibited and may result in disqualification of the Respondent.

Should allegations of improper contact be made prior to Contract award, the OOG may investigate those allegations and, in its sole discretion, disqualify a Respondent.

## **6.6. Respondents' Questions**

**6.6.1.** Written questions from Respondents concerning this RFP will be accepted and responses posted on the ESD according to the timetable established in the Calendar of Events in Section 6.3 of Part A of this RFP. Inquiries received after the deadlines set in the Calendar of Events may be reviewed by the OOG, but may not be answered. Any addenda or amendments, whether made as a result of a prospective Respondent's written questions or otherwise, will be posted on the ESD. **It is the responsibility of the Respondent to check the ESD for addenda, amendments, and answers to Respondent questions.**

**6.6.2.** Any questions concerning this RFP should be directed to the point of contact identified by the Deadline for Respondent Submission of RFP Questions identified in Section 6.3 of Part A of this RFP. The OOG has no obligation to respond to Respondent inquiries that are received after the Deadline for Respondent Submission of RFP Questions.

**6.6.3.** Prior to submitting a proposal, a Respondent shall identify in writing and seek clarification as to any ambiguity, conflict, discrepancy, exclusionary specification, omission or error in this RFP (collectively, "errors"). In no event shall a Respondent be entitled to additional compensation, relief or additional time for preparing its proposal by reason of any alleged errors, addenda, or corrections to the RFP. If a Respondent fails to identify and seek written clarification of any errors, the Respondent shall submit its proposal at its own risk, and, if awarded the Contract, the Respondent shall be deemed to have waived any claim to contest the OOG's interpretation thereof.

## **6.7. Obligation to Update Information Supporting Proposal**

Following the submission of a proposal and prior to the signing of the Contract, a Respondent is under a continuing obligation to notify the OOG in writing of any updates or changes to information offered in support of its proposal that might reasonably be expected to affect the OOG's consideration of the proposal. Nothing in this Section shall be interpreted to permit the unilateral modification by a Respondent of its commitment to provide any services described in its proposal as filed for the cost stated therein.

## **6.8. Multiple Proposals**

Each Respondent may submit only one proposal. If a Respondent submits more than one proposal, all proposals from that Respondent may be rejected.

## **6.9. Ownership of Proposals**

All proposals and accompanying documentation shall become property of the OOG and will not be returned. The OOG reserves the right to use any and all ideas presented in a proposal unless the Respondent presents a valid legal claim that such ideas are trade secret or confidential information, and identifies the information as such in its proposal. A Respondent may not object to the use of ideas that are not the Respondent's Intellectual Property Rights and so designated in the proposal that: (i) were known to the OOG before the submission of the proposal; (ii) were in the public domain through no fault of the OOG; or (iii) became properly known to the OOG after proposal submission through other sources or through acceptance of the proposal. Proposals that have been copyrighted, in whole or in part, by any Respondent may be rejected as non-responsive.

## **6.10. Proposals Subject to Disclosure under the Public Information Act**

The OOG is subject to the Texas Public Information Act (the "Act"), Texas Government Code, Chapter 552. Accordingly, after the award and execution of the Contract, all proposals, offers and other information submitted by a Respondent to the OOG in response to the RFP are presumed to be subject to disclosure as public information. However, a proposal or specific parts thereof may be demonstrated by a Respondent to fall within one or more of the legal exceptions to disclosure provided in the Act. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. If it is necessary for a Respondent to include proprietary or otherwise confidential information in its proposal, that particular information should be clearly identified in its proposal. The Respondent should specify the confidential information by marking "Confidential" on each page or by each paragraph containing such information prior to submitting the proposal to the OOG. Respondents are further encouraged to identify the specific legal exception that applies to each item marked "Confidential." Vague and general claims to confidentiality, such as marking an entire proposal as "Confidential" or "Copyrighted," are generally unacceptable. The OOG will notify a Respondent if all or part of its proposal is requested under the Act. Failure of a Respondent to timely respond to such notification may result in the release of all or part of the proposal as public information. It is the Respondent's obligation to timely submit briefing to the Office of the Attorney General of Texas in accordance with the Act, setting forth the legal basis upon which the requested information should remain confidential. The OOG assumes no responsibility for asserting legal arguments to the Office of the Attorney General of Texas on behalf of Respondents.

## **6.11. Rejection of Proposals and Cancellation of RFP**

Issuance of this RFP and receipt of proposals does not constitute a commitment on the part of the OOG to award a Contract. The OOG maintains the right to accept or reject any or all proposals and to cancel this RFP, re-issue a subsequent solicitation, or remedy technical errors in the RFP process if the OOG, in its sole discretion, considers it to be in the best interests of the State of Texas to do so. The decision of the OOG in this regard shall be conclusive.

## **6.12. Proposals Not Binding on OOG**

Any terms and conditions attached to the proposal by Respondent that are purported to be binding on the OOG will not be considered binding on the OOG in any manner and may result in disqualification of the Respondent.



### **6.13. Costs Incurred**

Respondents understand that issuance of this RFP in no way constitutes a commitment by the OOG to award a Contract or to pay any costs incurred by a Respondent in the preparation of a proposal. The Respondent is responsible for any expense related to the preparation and submission of its proposal, which may include travel costs associated with an in-person presentation to the OOG in Austin, Texas. Costs of developing proposals, negotiations, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the OOG.

### **6.14. Proposal Tenure**

Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal submitted and not withdrawn prior to the date and time set for receipt of proposals will be considered a valid offer. All proposals shall be valid for a period of 180 calendar days from the day after the deadline for submitting proposals.

### **6.15. No Obligation of the OOG for Discussion of Proposals with Respondents**

The OOG reserves the right to select one or more qualified Respondents to this RFP without providing any Respondent with an opportunity to present or discuss its proposal.

### **6.16. The OOG's Right to Obtain Additional Information**

By submitting a proposal, Respondents grant the OOG the right to obtain any information from any lawful source regarding the past history, practices, conduct, ability and eligibility of Respondents to supply goods and services, and to fulfill requirements under this RFP, and the past history, practices, conduct, ability and eligibility of any director, officer or key employee of Respondents. By submitting a proposal, Respondents generally release from liability and waive all claims against any party providing information about Respondents at the request of the OOG. Such information may be taken into consideration by the OOG in evaluating proposals.

### **6.17. Site Visits and Oral Presentations**

The OOG, in its sole discretion, reserves the right to require selected Respondents to make oral presentations as part of the Phase II evaluations described in Section 6.20 of Part A of this RFP prior to a Contract Award, if any. The OOG may consider such presentations when evaluating proposals.

The OOG, in its sole discretion, further reserves the right to conduct optional site visits to selected Respondents' office locations where work under the Contract is proposed to be performed. Such site visits may occur at any time prior to the award of the Contract (if any). The OOG may consider such visits when evaluating proposals.

Respondents will be notified in writing and will be provided with equal advance notification of site visits or oral presentation assignments and guidelines. Failure to acknowledge or attend to an OOG request for a site visit or oral presentation may result in disqualification of the proposal. Costs of preparing for or participating in oral presentations or site visits, among other costs, incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the OOG.

## 6.18. Changes, Modifications and Cancellation

The OOG reserves the right to make changes to or cancel this RFP and will post all changes and modifications, whether made as a result of a potential Respondent's written inquiries or otherwise, and cancellation notices on the ESBD. **It is the responsibility of the Respondent to check the ESBD for any additional information regarding this RFP. If a Respondent fails to monitor the ESBD for any changes or modifications to the RFP, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.**

## 6.19. Proposal Evaluation

**6.19.1. Initial Screening of Proposals.** The OOG's Financial Services Division will conduct an initial screening of all proposals received to determine timeliness, responsiveness, and completeness of the proposals. Non-responsive, incomplete, or late proposals will not be considered for further evaluation.

**6.19.2. Evaluation Committee.** The OOG intends to conduct a fair, comprehensive and impartial evaluation of all proposals received in response to this RFP using an evaluation committee. The evaluation committee will be selected by the OOG's Financial Services Division and may consist of employees of the OOG or outside individuals with relevant expertise. In addition, the OOG's General Counsel Division and outside legal counsel may assist by advising the evaluation committee. The OOG's employees and executive administration may also assist in the process as technical non-voting members of the evaluation committee.

Each member of the evaluation committee will independently score each proposal responsive to this RFP. Evaluation committee members may seek, obtain and consider the opinions of other committee members or subject matter experts (including the OOG staff, staff from other Texas agencies and consultants retained by the OOG when evaluating and independently scoring particular areas of the proposals).

The evaluation committee may request clarification of information or representations in a proposal before completing the initial evaluation. Requests for clarification and responses to requests for clarification will be in writing and will become part of the evaluation record. All such responses to requests for clarification must be directed to the Point of Contact as set forth in Section 6.4 of Part A of this RFP.

The evaluation committee also may consider any references provided, as well as vendor performance reviews maintained by the CPA under Texas Government Code, Section 2262.055.

## 6.20. Evaluation Process

The intent of the OOG is to award the Contract to the Respondent whose proposal is considered to be the best value to the State of Texas. The OOG has the sole discretion and reserves the right to reject any or all proposals. The OOG further reserves the right to take as much time as it deems necessary to properly evaluate proposals.

**6.20.1. Evaluation Phases.** The RFP evaluation may take place in separate stand-alone phases and will be based upon the evaluation of information and materials submitted in the proposal.

### **6.20.1.1. Phase I: All Respondents**

In Phase I, the OOG will evaluate all Respondents' proposals will be evaluated based upon the Phase I Evaluation Criteria detailed in Section 6.21 of Part A of this RFP.

If the OOG determines, in its sole discretion, that no further evaluation of the Respondents' proposals is required, the OOG will choose one or more Respondents with which the OOG will commence contract negotiations. But, if the OOG determines that further evaluation of the Respondents' proposals is required, then the OOG may invite certain Respondents to participate in Phase II or, as specified in Section 6.20.1.2 of Part A of this RFP, Phase III evaluations.

### **6.20.1.2. Phase II: Top-scoring Respondents From Phase I**

If the OOG determines Phase II evaluations are necessary, the OOG will review invited Respondents' proposed solutions during a required oral presentation given via videoconference and score the presentations in accordance with the Phase II Evaluation Criteria detailed in Section 6.21 of Part A of this RFP.

***NOTE:** The OOG, in its sole discretion, may opt to forego Phase II and proceed directly to inviting Respondents who would otherwise qualify for Phase II, as specified in this Section, to participate in Phase III.*

Except as otherwise provided by this Section, only Respondents with up to the three highest total scores from the Phase I evaluation may be invited to participate in the Phase II evaluation. If two or more Respondents are tied for any of the top three highest-ranking positions, then all tied Respondents in that rank may be invited to proceed to Phase II in addition to the Respondents in the remaining top-ranked positions. If any of the Respondents in the top-ranking positions is not tied with any other Respondent and is disqualified or withdrawn from the evaluation process, then the next-highest scoring Respondent may be eligible for the Phase II evaluation. Any Respondent invited to participate in Phase II of the evaluation, must have received a minimum combined percentage score of 25.2% in the OOG's Phase I evaluation.

If the OOG determines, in its sole discretion, that the Phase III evaluation stage is not necessary, the OOG will choose one or more Respondents with which the OOG will commence contract negotiations. If the OOG determines that further evaluation of the certain Respondents' proposals is required, then the OOG will invite selected Respondents to participate in Phase III.

### **6.20.1.3. Phase III: Top-scoring Respondents From Prior Review(s)**

If the OOG determines, in its sole discretion, that Phase III evaluations are required, then the OOG may invite selected Respondents to discuss and submit revisions to their proposals by submission of a Best and Final Offer ("BAFO") at the conclusion of discussions. The OOG will notify all invited Respondents of the deadline by which the Respondents must submit their BAFOs to the OOG, including instructions on the specific details to be included in a BAFO. The OOG will conduct Phase III evaluations based on the content of each BAFO. After consideration of all BAFO responses, the OOG may

choose one or more Respondents with which the OOG will commence final contract negotiations.

## 6.21. Evaluation Criteria

**6.21.1. Weighted Evaluation Scoring Criteria.** The OOG will evaluate proposals using the following weighted scoring criteria, subject to overall best value considerations as authorized by law:

<b><u>Criteria</u></b>	<b><u>Weight</u></b>
<b><u>Phase I</u></b>	
Company Information/Financial Responsibility	5%
Experience/Qualifications/References	15%
Proposal Content and Responsiveness	15%
Plan of Action	30%
Monthly Service Fees	<u>35%</u>
	<b>100%</b>
<b><u>Phase II</u></b>	
Strategy and Planning	40%
Creative Presentation	40%
Oral Presentation	<u>20%</u>
	<b>100%</b>
<b><u>Phase III</u></b>	
Best and Final Offer (BAFO)	<b>100%</b>

### 6.21.2. Phase I Criteria Detail – Evaluation of Written Proposals.

**6.21.2.1. Evaluation of Company Information.** All proposals will be evaluated based on company information and Financial Responsibility (as provided in Tab 3 of the proposal), including a review of the Respondent’s demonstrated financial capacity to carry out its Plan of Action.

**6.21.2.2. Evaluation of Experience, Qualifications, and References.** Responsive proposals will be evaluated based on the qualifications, experience and resources of each Respondent, and each Respondent’s past experience in servicing tourism and marketing accounts of similar type and scope in the Target Markets as required by the OOG (as provided in Tabs 4, 5, and 6 of the proposal). This evaluation may include, but is not limited to, demonstrated success in similar public relations and marketing goods and services, provided work samples, proposed account personnel, past performance as referenced in Section 6.23 of Part A of the RFP, and each Respondent’s resources and capability to perform the services and provide the required goods and services.

**6.21.2.3. Evaluation of Proposal Content and Responsiveness.** Responsive proposals will be evaluated based on their quality and response to the specifications in the RFP. This includes, but is not limited to, the comprehensiveness of the proposal and the extent to which the proposal addresses the Service Requirements specified in Part 4 of Part A of the RFP.

**6.21.2.4. Evaluation of Plan of Action.** Responsive proposals will be evaluated based on their Plan of Action. This evaluation may include, but is not limited to, the quality of the Plan of Action, incorporation of non-negotiable elements, the effectiveness of the Plan of Action (as provided in Tab 7) in meeting the Service Requirements specified in Section 4 of Part A of this RFP and the financial and time feasibility of the Plan of Action.

**6.21.2.5. Evaluation of Monthly Service Fee.** Responsive proposals will be evaluated based on their proposed Monthly Service Fee. This evaluation will include consideration of all work and costs to be included in the Monthly Service Fee (as provided in Tab 9). The OOG will more favorably consider those proposals that offer best value to the State of Texas for the Monthly Service Fee.

**6.21.3. Phase II Process (if applicable)**

**6.21.3.1.** Based on the requirements set forth in Section 6.20.1.2 and criteria detailed in Sections 6.21.1 and 6.21.2 of Part A of this RFP, the OOG may determine which Respondents, if any, will be invited to make oral presentations. Unless the OOG determines no Phase II evaluation is required and it will immediately commence Phase III evaluations, Respondents that are not invited to participate in Phase II evaluations will not be given further consideration in the evaluation process.

**6.21.3.2.** Respondents invited to make Phase II presentations shall present their strategy to meet the Statement of Work to the evaluation team in Austin, Texas or via videoconference. The purpose of the oral presentation is for the selected Respondents to demonstrate the type of program the Respondent can develop as an overall public relations and marketing services effort to create a responsible, accurate, and positive image of Texas, while effectively marketing and promoting the state as a premier travel destination in the United States.

**6.21.3.3.** Each Respondent will present its Plan of Action and recommendations at the Respondent's scheduled presentation time or the Respondent's proposal will be disqualified.

**6.21.3.4.** Presentations will be limited to 1.5 hours, followed by a 30 minute opportunity for questions and answers. Attendees of the presentation will be limited to the evaluation team and the Respondent making the presentation.

**6.21.3.5.** If requested to present in Austin, Texas, members of the Respondent's proposed account team must be physically present during the presentation and must remain available to answer questions from the evaluation team members. If requested to present via videoconference, members of the Respondent's proposed account team must all be available during a scheduled videoconference time. Former OOG employees will NOT be permitted to participate in the presentations on behalf of any Respondent. Upon completion of each presentation, the Respondent will exit the videoconference and members of the evaluation team will score the presentation. The Respondents will be required to submit all presentation materials for review by evaluation team.

#### **6.21.4. Phase II Criteria Detail (if applicable)**

**6.21.4.1 Evaluation of Strategy and Planning.** The oral presentations of responsive proposals will be evaluated based on their proposed Plan of Action. Best value evaluation criteria may include, but is not limited to, the quality of the Plan of Action, incorporation of non-negotiable elements, the effectiveness of the proposed Plan of Action in meeting the specified objectives outlined in Section 4 of Part A of this RFP and the financial and time feasibility of the proposed Plan of Action.

**6.21.4.2 Evaluation of Creative Presentation.** The oral presentations of responsive proposals will be evaluated based on their proposed Plan of Action. Evaluation criteria may include, but are not limited to, creative ability and effectiveness, communication strategy, and demonstrated ability to provide new and creative approaches to promoting Texas as a premier travel destination.

**6.21.4.3 Evaluation of Oral Presentation.** The oral presentation will be evaluated to further assess the Respondents' qualifications and to provide Respondents with the opportunity to present their Plan of Action, with an emphasis on strategy and approach, to the evaluation committee. Respondents will demonstrate the services they can provide, and the evaluation committee will assess each Respondent's capabilities on the basis of creativity and expertise. Evaluation criteria may include, but are not limited to, the ability of the proposed account team to effectively and clearly describe the proposed Plan of Action, the quality of the proposed Plan of Action, creative ability, presentation quality, and responsiveness.

#### **6.21.5. Phase III – Discussions, Negotiations and BAFOs (if applicable).**

The OOG will determine, in its sole discretion, if discussions, negotiations, and BAFOs are necessary, but the OOG may award a Contract without Phase II or Phase III evaluations, further discussions, negotiations, or BAFOs if it is in the best interest of the OOG. Discussions or negotiations with Respondents may be necessary to clarify or verify written proposals and the OOG may request revisions to proposals by formally requesting BAFOs. The OOG reserves the right to limit the opportunity for the discussions/negotiations/BAFOs to one or more top-scoring Respondents in the competitive range. The OOG's written request for clarifications or BAFOs will include specific instructions about the items each respective Respondent must address. After consideration of any clarifications, negotiations, or BAFOs, the OOG will evaluate any finalists and make a final recommendation for award.

#### **6.22. Overall Best Value Considerations**

The OOG may also consider several enumerated "best value" criteria and any other criteria the OOG deems relevant to the procurement consistent with the applicable and relevant criteria listed in Texas Government Code, Sections 2155.074-.075 and 2156.125, and as required by the CPA's Administrative Rules, 34 Texas Administrative Code, Sections 20.208 and 20.217 and the State of Texas Procurement and Contract Management Guide

Best value factors that may be considered by the evaluation committee in evaluating proposals may include: (i) the Respondent's price to provide the requested goods and services; (ii) the probable quality and reliability of the offered goods and services; (iii) the OOG's evaluation of the likelihood of the proposal to produce the desired outcome for the OOG; (iv) the quality of the Respondent's past

performance in contracting with the OOG, with other state entities, or with private sector entities; (v) the qualifications of the Respondent's personnel; (vi) the experience of the Respondent in providing the requested goods and services; and (vii) the OOG's evaluation of the likely financial capacity of the Respondent to perform the requested goods and services.

### **6.23. Past Performance, Including Reference Checks**

A Respondent's past performance will include compliance with the aforementioned best value criteria provisions of Texas Government Code and may also include consideration of other factors. In addition to evaluating performance through the CPA's Vendor Performance Tracking System as authorized by 34 Texas Administrative Code, Section 20.509, the OOG may conduct reference checks with other entities regarding past performance. The OOG may also examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such reference checks shall be at the sole discretion of the OOG, and any negative findings, as determined by the OOG, may result in non-award to a Respondent. In addition, Respondents may not meet this selection criterion for any of the following conditions: (i) a score of less than C or Legacy Unsatisfactory in the Vendor Performance Tracking System; (ii) currently under a Corrective Action Plan through the CPA; (iii) having repeated negative Vendor Performance Reports for the same reason; or (iv) having any purchase orders or contracts that have been cancelled in the previous 12 months on the basis of failure to meet specifications or contract requirements. Vendor performance information is located on the CPA's website at: <https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

### **6.24. Response to the OOG's Requests for Information**

By submitting a proposal, each Respondent agrees to furnish such information as the OOG may reasonably require to evaluate the Respondent's proposal. The OOG reserves the right to make reasonable inquiries regarding the qualifications of the Respondent, including the right to make additional inquiries for any Respondent selected for final negotiation or award.

### **6.25. Complete Proposals Required**

Respondents are required to propose a complete solution to the OOG's requirements in their proposals. Any items not specifically requested, but integral to the requested goods and services, shall be included in the proposal and identified in the appropriate sections thereof.

Respondents responding to the RFP must fully and completely address all goods, services, and other requirements described in the RFP. Incomplete or partial proposals may not be considered. Each Respondent shall provide all information that the Respondent believes would be helpful to the OOG in evaluating the Respondent's ability to fulfill the RFP requirements.

### **6.26. Acceptance, Rejection, and Modification to Proposals**

The OOG reserves the right to negotiate modifications to the proposals, to reject any or all proposals, to request and consider additional information from any Respondent, and to waive minor irregularities and technical defects.

## 6.27. Award

The OOG may make an Award to the Respondent or Respondents providing the best value to the OOG based on information submitted with the proposal, discussed during oral presentation, and any BAFO. The OOG may make Awards to multiple Respondents from this RFP. The OOG will be the sole judge of best value. No disclosure of the Contract award will be provided until after completion of all evaluation processes and final execution of the Contract.

## 6.28. Protest Procedure

Any protest shall be governed by the OOG's protest procedure and filed with the OOG in a manner consistent with Title 34, Texas Administrative Code, Section 20.535.

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## 7. PROPOSAL CONTENT REQUIREMENTS

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### 7.1. Due Date of Proposals

**Respondents wishing to receive consideration must submit their completed proposal to the OOG by no later than 5:00 pm CST on 03/14/2022 to the location specified in Section 7.6 of Part A of this RFP. Proposals received after the due date and time will not be considered.**

### 7.2. Purpose

The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the Respondent and proposed staff to undertake the engagement described herein. The proposal should contain sufficient information to assure the OOG of its completeness.

### 7.3. Responsive Information

Responsive information shall be presented in substantially the same order as it is set forth below.

### 7.4. Content of the Proposal

Each Respondent is solely responsible for its proposal and all documentation submitted. Each Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. Each Respondent must demonstrate its understanding of the Service Requirements in Section 4 of Part A of this RFP and all other aspects of the RFP, and must address specifically, in writing, the Respondent's approach to providing each requirement in this RFP. The Respondent is cautioned to pay particular attention to the clarity and completeness of its proposal. The Respondent's proposal must demonstrate the qualifications, competence, and capacity of the Contractor (and proposed staff) to undertake the engagement described herein. The proposal should contain sufficient information to assure the OOG of its completeness.

Proposals must include all the required information identified. Failure to include all required information may result in the proposal being deemed non-responsive, or may result in a contract not being awarded to the Respondent.

Each Respondent shall be as precise, accurate, and succinct as possible. Each Respondent shall provide detailed descriptions of how it will fulfill each requirement. No information beyond that specifically



requested is required and Respondents are requested to keep their submission to the shortest length consistent with making a complete presentation of qualifications and requirements. The clarity and completeness of a proposal may be considered by the OOG's evaluators. Additional information, if any, should be submitted in a separate binder. This separation of information will facilitate OOG's review of the requested material. Any additional contractual terms and conditions attached to the Proposal will not be considered unless specifically referred to in this RFP and may result in disqualification.

## **7.5. Response Format and Organization**

The proposal shall include all information required in this RFP and shall be in the format required and must be organized in the manner described in this Section.

### **7.5.1. Tab 1 of the Proposal: The Transmittal Letter and Respondent Information Form**

Each Respondent must submit a Transmittal Letter that identifies the entity submitting the proposal and includes a commitment by that entity to provide the services required by the OOG in the RFP. The Transmittal Letter must state that the proposal is valid for 180 calendar days from the day after the deadline for submitting proposals. Any proposal containing a term of validity of less than 180 calendar days may be rejected as non-responsive. The Transmittal Letter must be signed by a person legally authorized to bind the Respondent to the representations in the proposal.

The Transmittal Letter should include the following information: (i) identification of the responding business entity; (ii) the Respondent's formal name and all assumed names used by the business entity; (iii) the structure of business entity; state and country in which business entity was formed or incorporated; (iv) physical address and mailing address and principal place of business; (v) whether, and to what extent, the Respondent has established a physical presence in the State of Texas (for the purpose of qualification as a resident bidder) including relevant timeframes; and (vi) name, title, address, telephone number, facsimile number if applicable, and email address of Respondent's primary contact and, if different, the individual with the authority to negotiate and execute the Contract, if awarded.

The Transmittal Letter must also include a statement of acceptance of the terms and conditions set forth in Parts A and B of the RFP, as these terms and conditions will be incorporated without substantial changes into the Contract (if any is awarded). If the Respondent takes exception to any of the proposed terms and conditions in the RFP, the Respondent should indicate this in the Transmittal Letter, and any exceptions must be noted separately in Tab 10 of the proposal as indicated herein.

If any material that is included with Respondent's proposal is marked as proprietary, financial, or trade secret information, this information should also be noted in the Transmittal Letter and shall be accompanied by a separate attachment to the Transmittal Letter that clearly indicates the proposal sections and pages so marked in accordance with the guidance provided in Section 6.10 of Part A of the RFP.

Tab 1 should also include completed and executed copies of RFP Exhibit A (Execution of Proposal) and Exhibit B (Respondent Information Form).

### **7.5.2. Tab 2 of the Proposal: Executive Summary**

Each Respondent shall provide an Executive Summary (maximum five pages) that thoroughly describes its understanding of the RFP's goals and objectives, its capacity to meet the OOG's need for goods and

services, and a short narrative that provides a synopsis of the Respondent’s approach to providing the goods and services required under this RFP. The Executive Summary should represent a full and concise summary of the contents of the proposal. Each Respondent’s Executive Summary should also indicate why it believes it is the most qualified Respondent to provide the services and goods requested in the RFP.

If a Respondent is proposing to provide goods and services beyond those specifically requested in the RFP, those goods and services must be identified in the Executive Summary. If a Respondent’s proposal is offering goods and services that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent to those specifically requested, any such differences must be noted in the Executive Summary. However, the OOG may deem a proposal that fails to offer services as specifically-requested in the RFP as non-responsive.

### **7.5.3. Tab 3 of the Proposal: Financial Responsibility**

Each Respondent must provide evidence, in United States dollars, of financial responsibility and stability for performance of a contract and must demonstrate the ability to financially support the services described in its submission. In addition, the Respondent **must** disclose the source of any outside financial resources, in United States dollars, (e.g., financing support from a parent company) that will be utilized by the Respondent to enable it to perform the Contract (if any is awarded).

Specifically, Respondents should provide financial statements that are compliant with GAAP or IAS, including, but not limited to:

1. if the Respondent is the sole source of financial resources, the Respondent must submit its latest audited annual financial report showing the Respondent’s ability to finance the required services on its own with current resources;
2. if the Respondent is the subsidiary of a parent corporation and the parent corporation is providing financial resources or assurance, the Respondent must submit the most recent audited Annual Financial report for both the Respondent and the parent corporation;
3. for a privately and solely-owned business where audited financial reports are not required, then unaudited financials will suffice;
4. if the Respondent is a joint venture or a group of affiliated companies, the proposal must include the most recent audited Annual Financial Report for each member or affiliate of such joint venture or group, as applicable;
5. if the Respondent does not have a most recent audited Annual Financial Report, then acceptable evidence of financial responsibility may include, but is not limited to, the Respondent’s most recent annual financial report, income statement, and a current balance sheet reports that have been attested to by either an independent certified public accountant or a certified accounting firm; and
6. if a Respondent is unable to provide the evidence of financial responsibility required by this section, the Respondent must then provide a performance bond and or financial guarantees or assurance that demonstrates the ability to financially support the services described in it submission. The OOG reserves the right disqualify a Respondent’s

proposal for failure to provide a performance bond or financial guarantees or assurances.

The OOG reserves the right to require a Respondent to provide any additional information necessary to determine the financial responsibility and stability of the Respondent.

Each Respondent must notify the OOG of any change in financial condition during the pendency of the solicitation process. If a Respondent experiences a substantial change in its financial condition prior to the award of the Contract (if any), the OOG must be notified of the change in writing at the time the change occurs or is identified. A Respondent's failure to notify the OOG of such substantial change in financial condition will be sufficient grounds for rejecting the proposal or terminating a Contract with the Respondent. For the purposes of this section, examples of a substantial change in financial condition are events such as merger, acquisition, insolvency, bankruptcy or receivership.

#### **7.5.4. Tab 4 of the Proposal: Respondent's Background**

Each Respondent shall provide a brief description of its company, history, and relevant accomplishments, including, but not limited to, the number of years the company has been in business and a link to the Respondent's website, if any (maximum six pages).

#### **7.5.5. Tab 5 of the Proposal: Experience and Qualifications**

**Comparable Experience** (maximum eight pages). Each Respondent shall provide a written description of the Respondent's recent account history within the last five years for providing relevant services. Demonstrated experience shall include performing services similar in scope to those identified by the Contractor's Service Requirements in Section 4 of Part A of this RFP. Experience may include services done for either public, private, or non-profit entities. Respondent shall have documented experience indicating the capability to complete activities described in their proposal and in this request for proposal.

**Description of Resources** (maximum six pages). Each Respondent shall provide a detailed, written description of administrative, operational, and management structure of its organization, including resources (e.g., staff, facilities, manpower, business equipment systems, accounting systems, internal auditing procedures, management and administration, legal services, creative services, financial stability, location) the Respondent possesses and that it will provide as part of the Monthly Service Fee in order to perform the requested services. The Respondent shall include the location, staff size, and resources of each office which will service the Contract. Any strategic partnerships, alliances, or joint ventures must also be specifically described, including the roles and extent of their respective participation. All participants of a strategic partnership, alliance, subcontract, or other joint venture proposal should be listed, including all personnel who will be used to provide services, and a primary contractor must be identified.

#### **7.5.6. Tab 6 of the Proposal: Organizational Chart & Account Staff**

**Organizational Chart.** Provide an organizational chart showing the staffing and lines of authority for the specific personnel to be used on the OOG account. The relationship of the Account Manager to management and to support personnel should be clearly illustrated.

**Staff Qualifications and Experience.** The Contractor is expected to assign staff at appropriate levels to provide services as required by this RFP. This section shall name each individual who will be assigned

to this engagement throughout the duration of any contract awarded as a result of the RFP, including the Account Manager and other personnel. Provide a brief description of the relevant experience (including years of experience) and skills that qualify key personnel to perform the required services. The information provided should include a brief bio and description of relevant staff experience on projects or similar scope, size and staffing level, if any. Each Respondent is expected to provide resumes or professional biographies for each member of the proposed account team and any other contracted staff to be assigned to this project (not including support staff), including length of time in the employ of Respondent. Information for all participants of a strategic partnership, alliance, or other joint venture proposal who will be used to service the OOG's account should be listed, including the roles and extent of all partners' participation and written profiles for each. Proposals should demonstrate a commitment to maintain staff competency throughout the term of any contract awarded as a result of the RFP.

**Staffing Plan.** This section should include a staffing plan that describes how the Respondent's personnel will be organized to perform the assignments, including the responsibilities of each individual proposed for assignment to the OOG account team.

**Staff References.** Provide three references for the Account Manager and each key member of the proposed OOG Account team. The references should consist of clients that these individuals have provided services and goods for that are similar to the activities required by this RFP. The references must include the name, organization, and telephone number of an individual who can comment on the ability of the individual to perform any required services and goods.

#### **7.5.7. Tab 7 of the Proposal: Respondent's Proposal**

Each Respondent shall identify how they intend to meet the criteria in this RFP. Respondent should base the Plan of Action on a term from [Date of Contract] through August 31, 2022 and a proposed budget not to exceed the Maximum Contract Amount for that proposed term.

Tab 7 of the proposal must also include a market overview, and information relating to the conditions of the marketplace, as well as an estimated budget allocation for all Reimbursable(s) necessary to achieve the Plan of Action. *Do not include proposed Monthly Service Fees (Tab 9) in this section.* Tab 7 of the proposal must also include the following:

1. an indication of how the Respondent's proposal ensures that funds would be spent efficiently and effectively, with reasonable attention and effort given to the Service Requirements specified in Section 4 of Part A of this RFP;
2. specific goals, in addition to those identified in Section 4 of Part A of this RFP, for measurement of performance, which demonstrate the success of Respondent's planning, implementation and results achieved in meeting the objectives outlined in Section 4 of Part A of this RFP;
3. a staffing plan that describes how the Respondent's personnel will be organized to perform the assignments, including the responsibilities of each individual proposed for the account team; and
4. a timeline indicating when each aspect is expected to be completed. The Respondent shall state how its Proposal meets or exceeds the requirements of the RFP.

### **7.5.8. Tab 8 of the Proposal: Transition Plan**

This section should briefly describe any transition activities necessary for the Respondent to commence services under any contract awarded as a result of the RFP, including whether or not Respondent would be prepared to commence work immediately upon award, and if not, what steps, activities, or timeline it will need to take prior to commencing work. The transition plan should assume that the Respondent will commence all required services by no later than 14 days after the OOG and the Respondent enter in to the Contract.

### **7.5.9. Tab 9 of the Proposal: Compensation**

Each Respondent shall completely fill in the Monthly Fee Schedule, which shall be submitted in the form set forth in RFP Exhibit E and attached to this RFP, setting forth the Respondent's proposed Monthly Service Fee for each Performance Period of the Contract Term. A Respondent shall not disclose its Cost Proposal or other cost information in the body of its written proposal. Including cost information in the written proposal may be cause for disqualification.

All of the Respondent's costs, with the exception of Reimbursables, shall be based on a fixed Monthly Service Fee. A detailed description of what is included in the Contractor's Monthly Service Fee is required in the proposal. Failure to provide a detailed description may result in disqualification of the proposal. **Any services or goods not included in the fixed Monthly Service Fee must be listed separately.**

The Cost Proposal shall also include costs of any proposed "Ad Hoc Services" that are in addition to the services specifically outlined in the Contractor's Service Requirements but which fall within the scope of the research services and are recommended by the Contractor. Such services may be purchased at OOG's option, on an "as-needed" basis, in "as-needed" quantities, as determined by OOG in response to specific events or opportunities.

The OOG must be assured that funds are spent efficiently and effectively, with reasonable attention and effort given to requested projects. As a result, the OOG intends to more favorably consider those proposals that offer the best value to the OOG for the stated Monthly Service Fee.

***NOTE:** The OOG reserves the right to award the Contract without any Respondent negotiations. Each Respondent is strongly encouraged to provide its best value of services included in the Monthly Service Fee in its proposal because the OOG makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.*

### **7.5.10. Tab 10 of the Proposal: Assumptions and Exceptions**

Each Respondent shall clearly state any assumptions it made in its proposal. Each Respondent shall also clearly identify any exceptions it takes to specific provisions of the RFP, including any proposed terms and conditions as set forth in RFP, noting the specific RFP part and section number. Each Respondent shall provide specific and detailed reasons for each exception, together with suggested alternative language. Vague and general exceptions are not acceptable. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of the RFP.

***NOTE:** Many of the terms and conditions identified in Parts A and B of the RFP are non-negotiable due to state contracting policies and legal requirements imposed by Texas law. As a result, any*

*exceptions taken by a Respondent may be considered by the OOG during the evaluation and may result in a proposal being disqualified or a contract not being awarded to the Respondent.*

The Respondent shall identify exceptions using the following format:

Section	Section Title	Exception	Proposed Language

**7.5.11. Tab 11 of the Proposal: The Conflict of Interest Disclosure**

The Respondent shall identify and disclose any and all relationships that might be a conflict of interest or cause an appearance of a conflict of interest in the format provided as RFP Exhibit D.

**7.5.12. Tab 12 of the Proposal: HUB Subcontracting Plan**

The OOG has determined that subcontracting opportunities are possible under this RFP, and therefore the submission of a HUB Subcontracting Plan (“HSP”) is required as part of each proposal. The HSP, once accepted by the OOG, will become a part of the Contract (if any). The HSP shall be submitted in the format provided as RFP Exhibit F, which includes additional information about HSP requirements and the CPA’s HSP form.

Even if a Respondent (as the prime vendor) can fulfill the entire Contract work specified in the RFP, the Respondent must complete and submit an HSP with its proposal. In the event the Respondent cannot provide the services identified in the RFP with their own equipment, supplies, materials, and employees, then the Respondent may refer to the CMBL/HUB Search Directory maintained by the CPA to identify State of Texas certified HUBs that may be capable of performing the subcontracting opportunities identified in this RFP and any other subcontracting opportunities. The OOG does not endorse, recommend or attest to the capabilities of any company or individual listed within the CMBL/HUB Search Directory.

In preparing the HSP, if a Respondent determines that it will be subcontracting any portion of the work to provide the services identified in the RFP, the Respondent must comply with the requirements of the CPA as set forth in 34 Texas Administrative Code § 20.285 relating to developing and submitting a subcontracting plan. That section further describes methods that a Respondent may demonstrate the “good faith effort” required for completion of the HSP.

The CPA’s HUB regulations are published in the Texas Register and are available at:  
[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=5&ti=34&pt=1&ch=20&sch=D&div=1&rl=Y](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=20&sch=D&div=1&rl=Y)

Additional information is also available through the CPA’s website at:  
<https://comptroller.texas.gov/purchasing/vendor/hub/>

For inquiries relating to HUBs and the HSP, please direct inquiries to the point of contact identified in Section 6.4 of Part A of this RFP.

The OOG has identified the following potential subcontracting opportunities under this RFP:

**CLASS 915: COMMUNICATIONS AND MEDIA RELATED SERVICES**

915-03: Advertising and Public Relations, Including Skywriting

915-22: Communications Marketing Services

**CLASS 961: MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)**

961-28: Economic Development, Domestic and Foreign

961-53: Marketing Service, Including Distribution, Public Opinion Surveys, Research, Sales Promotions, etc.

**7.5.13. Tab 13 of the Proposal: Company References and Disclosure of Litigation**

**References:** The Respondent shall include a minimum of three references from clients for whom similar services were performed or products were provided in the last five years. The Respondent shall include project description, contact names, position, and company name and telephone number for each reference listed. The OOG reserves the right to contact references, and any information provided by references may be considered in the evaluation of proposals.

**Disclosure of Litigation:** The Respondent shall disclose and briefly describe any and all litigation that it has been involved in within the last three years.

**7.5.14. Tab 14 of the Proposal – Miscellaneous Exhibits.** Each Respondent shall complete and include the following exhibits that are not otherwise included under another tab to its proposal. A complete listing of all required exhibits is as follows:

<b>Exhibits</b>	
<b>A</b>	Execution of Proposal (with certification) (Tab 1)
<b>B</b>	Respondent Information Form (Tab 1)
<b>C</b>	Identification of Bidder Preferences (Tab 14 if applicable)
<b>D</b>	Conflict of Interest Disclosure Form (Tab 11)
<b>E</b>	Monthly Service Fee Schedule (Tab 9)
<b>F</b>	HUB Subcontracting Plan (Tab 12)
<b>G</b>	FCPA Contractor Certification (Tab 14)

**7.6. Submitting the Proposal**

**7.6.1. Submission of Proposals**

**7.6.1.1.** Proposals, including any and all hard copies, exhibits, attachments,

electronic copies, and other supplemental or additional information a Respondent wishes to be considered as part of its proposal must be delivered to the Point of Contact at the address provided by the due date and time identified in the Calendar of Events in Section 6.3 of the RFP. Proposals received after the due date and time will not be considered, and any proposal that is not complete upon submission may be disqualified.

**7.6.1.2.** Each proposal shall be entitled “Proposal Submitted for RFP No. 301-22-00550.” and shall clearly state the due date and time.

**7.6.1.3.** The Respondent must submit one original signed hard copy submission, five hard copies for the evaluation team, and one digital copy in a searchable PDF file format on a CD, DVD, or USB drive. The original, copies, and any digital copy must be received no later than the deadline established in the Calendar of Events, in Section 6.3 of the RFP. If there is any disparity between the contents of the printed proposal and the contents of the proposal contained in electronic format, the contents of the printed proposal shall take precedence.

**ELECTRONIC OR SOFT COPY SUBMISSIONS OF PROPOSALS WILL NOT BE ACCEPTED IN LIEU OF THE SIGNED ORIGINAL AND HARD COPIES AS REQUIRED IN THIS SECTION.**

**PROPOSALS WILL NOT BE ACCEPTED BY E-MAIL.**

The hard copy submissions must be bound in three-ring binders, in a 12 pt. or higher font, include a content page, organized and arranged to correspond directly with the numbered tabs as set forth herein, and all pages must be numbered.

A Respondent may include supplemental content that is in addition to all required elements of the RFP response. Please submit this information with the original hard copy submissions. No information beyond that specifically requested is required and Respondents are requested to keep their submission to the shortest length consistent with making a complete presentation of qualifications. Additional information, if any, should be submitted in a separate binder or on a CD or USB drive.

**7.6.2. The proposal shall be delivered to the OOG Financial Services Division at one of the following addresses:**

By United States Mail:

Office of the Governor  
Financial Services Division  
Attention: Purchasing  
P.O. Box 12878  
Austin, Texas 78711-2878  
Hours – 8:00 AM to 5:00 PM CST

By Overnight/Express Mail or Hand-Delivery:

Office of the Governor  
Financial Services Division  
Attention: Purchasing  
1100 San Jacinto Blvd.  
Austin, Texas 78701  
Hours – 8:00 AM to 5:00 PM CST