

TEXAS DEPARTMENT OF AGRICULTURE



REQUEST FOR PROPOSALS
FOR

Texas Wines

Promotional Media Tours Campaign

RFP/Requisition Number: **551-00804**

DATE ISSUED: **October 5, 2020**

PROPOSAL/RESPONSE DUE: 3:00 P.M., CT November 6, 2020

PROPOSAL SUBMISSION LOCATION: Texas Department of Agriculture
Stephen F. Austin Bldg.
1700 North Congress Avenue Ste. 1100
Austin, Texas 78701

National Institute of Government Purchasing Class-Item Code:
961-80 Tour Guide Services
961 - 53 *Marketing Service, Including Sales Promotions, etc.

Lead Purchaser on the Solicitation

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Digest: The Texas Department of Agriculture (TDA) is soliciting proposals from qualified Marketing agency respondents specializing in media tours for the wine industry. Designed to expand the Texas Department of Agriculture's (hereafter referred to as "TDA") wine marketing platform, three events will target key wine influencers who can increase the visibility of Texas wines, all Texas wineries and wine grape growers on a statewide and national level.

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SECTION I. INTRODUCTION AND PROPOSAL SUBMISSION INFORMATION

1. PURPOSE OF THE REQUEST FOR PROPOSALS

Through this solicitation, the Marketing Contractor will work with TDA staff in order to complete the outlined contract requirements and Statement of Work. The Respondent (“Contractor”) shall provide all services to successfully plan and implement a national wine campaign highlighted by three independent Texas wine media events; one in San Francisco, one in New York City (once travel is allowed again), and a Texas media wine tour that TDA will host in the Summer of 2021 as the third and final event. As part of the assignment, the selected Marketing Contractor must have a strong understanding of the Texas wine industry along with a working knowledge of Texas wines, wineries and growers in the state of Texas.

The goal of this media initiative is to elevate the exposure for the industry and expand sales of Texas wine within the state and nationally. The contracted vendor will coordinate all aspects of two media events held in New York and California. This will include, but is not limited to, selecting event site, inviting reputable and influential wine media writers, bloggers, and sommeliers to attend events that will showcase some of the best Texas wines. The contracted vendor should also be prepared to coordinate selection of Texas wines presented, create educational pieces, and follow-up with any requests for interviews after each event concludes.

A third event, a Texas wine tour, will also need to be planned and coordinated. In conjunction with TDA, the contracted vendor will invite key wine media writers to attend a multi-day tour of Texas vineyards and wineries that will showcase these businesses and tell the story of the Texas wine industry’s rise to excellence.

This RFP will be incorporated as part of any resulting contract.

2. PROJECT BACKGROUND

A. General Information

The Texas Department of Agriculture’s Wine Marketing Program applied for and received federal funding to implement Texas Wine Media Tours to help promote the growing industry across our state. Texas is home to more than 400 wineries which has an economic impact on the state of over \$13.1B; and the wines are winning top medals at national and international competitions across the globe. The Wine marketing program wants to get that information out to the public and increase the number of people who buy Texas wines, not only in the state, but everywhere.

B. Contract Goals

The Texas Agriculture Code, Section 50B.002 requires TDA to develop a vision and marketable identity for the wine industry in the state. To meet that duty, and to carry out its obligations under its Specialty Crop Block Grant with the United States Department of Agriculture, the following goals have been established for a Contract resulting from this RFP.

GOAL 1. Plan, coordinate and execute media tours

GOAL 2. Raise awareness and perception of Texas wines among influential wine media journalists.

GOAL 3. Increase awareness and perception of Texas wines among local and domestic readers of influential wine magazines and other publications, ultimately resulting in increased sales of Texas wines.

C. Description Of Events

The Texas Department of Agriculture proposes to host three media/press events, one each in San Francisco and New York, and a third, more complex, event in Texas in order to raise awareness of the Texas wine industry. The TDA was recently granted federal funding from the United States Department of Agriculture Specialty Crop Block Grant Program to help promote the Texas wine industry.³⁶

The San Francisco and New York sites have been chosen due to their high concentration of wine and media professionals and their proximity to journalists affiliated with or employed by national publications. Two events are being held in Texas, specifically, the Hill Country region, known for its abundance of wineries and the High Plains region where most of the state's grapes are grown.

The TDA media events hope to capitalize on the growing popularity of Texas wines in the highly competitive regional wine markets and help position Texas wines as among the best in the world.

D. Project Management Expectations

Contractor(s) must designate an assigned project manager for the entire period of the contract. The same project manager must be dedicated to the effort for the entire contract period to ensure consistency in performance. The Contractor(s) and the project manager must ensure all timelines are met as outlined by TDA and must be able to manage numerous tasks simultaneously. The Contractor shall submit performance reports weekly to TDA detailing the progress of each Tour assigned until all assigned Tours are closed. The Contractor must be able to adhere to and implement the applicable TDA Processes; work under high-pressure; adjust to changing priorities, and meet tight deadlines frequently.

3. LEGAL AUTHORITY

This RFP is issued pursuant to TDA's authority in Chapter 12 of the Texas Agriculture Code and pursuant to Texas Government Code, Title 10, Subtitle D, Chapter 2156, Subchapter C, Sections 2156.121 – 2156.127. Competitive sealed proposals will be received until the deadline set forth below in this RFP. Pursuant to Section 2155.131 of the Texas Government Code and 34 TAC §20.82, the Office of the Texas Comptroller of Public Accounts (CPA) has delegated authority to TDA to publish this RFP and make an award as provided below.

4. DEFINITIONS

The following words and terms shall have the following meanings unless the context clearly indicates otherwise. These definitions shall apply to this RFP, including the Terms and Conditions attached to the RFP, and any Contract or Amendment entered into by the parties as a result of this RFP.

- (1) Amendment means the final written agreement signed and dated by TDA and any respondent(s) selected for an award as a result of this RFP subsequent to the effective date of the contract, which amends, changes, extends, modifies or revises the contract.
- (2) CMBL means the Centralized Master Bidders List, which is a public website comprised of businesses interested in contracting with the state. It can be used by contractors to identify potential subcontractors and Historically Underutilized Businesses.
- (3) Compliance Plan means a plan that outlines the process used to identify which Contracting Entities have met the criteria for an Administrative Review in a specific Program Year.
- (4) Contract means the final written agreement signed and dated by TDA and the respondent(s) selected for an award as a result of this RFP, and includes the RFP and all attachments, the proposal(s) of any respondent(s) selected for an award, any appendices, final offers, amendments to the solicitation, schedules, or special provisions incorporated into the contract.
- (5) Contract Manager means a person designated by TDA or Contractor that is responsible for invoicing and payment under the contract, and for monitoring the overall progress of the scope of work required by the contract. Either party may designate the same individual to be both the Contract Manager and the Project Manager.
- (6) Contractor means an entity or individual selected for an award as a result of this RFP, that enters into a contract to complete the scope of work described in this RFP and the contract.

- (7) Effective Date means the date TDA's Deputy Commissioner or duly authorized designee signs and dates the contract.
- (8) ESBD or Electronic State Business Daily, means the public website for posting state contracting opportunities managed by the Comptroller of Public Accounts (CPA).
- (9) Intellectual Property means worldwide legal rights or interests in intangible property evidenced by or embodied in: (1) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement that is capable of being patented; (2) any copyright or patent; (3) any work that is capable of being copyrighted, including moral rights or neighboring rights; (4) any trademark, service mark, certification mark, trade dress, trade name, or other indicia of source or origin; (5) any design, display, graphic design, letter or letter combination, logo, mark, number or number combination, phrase, word or word combination that indicates the origin, quality or source of goods or services and that is capable of being copyrighted; and (6) any rights, interests or property similar in kind or nature to the rights, interests or property described in section 1.2.c(1) – (5) of this RFP. The intellectual property of a party includes all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- (10) Project means the purpose, result or work to be accomplished as a result of the contract.
- (11) Project Manager means the person assigned by TDA or Contractor that is responsible for managing the day to day work of the contract.
- (12) Proposal means a response submitted to TDA as a result of this RFP.
- (13) Respondent means an entity or individual that submits a proposal.
- (14) Scope of Work or Statement of Work (SOW) means the deliverables, services and work set out and defined in the contract and described in Section 5 of this RFP.
- (15) TDA means the Texas Department of Agriculture. TDA may also be referred to as the "Department."

5. LENGTH OF CONTRACT

The initial term of any contract awarded under this RFP shall be from the date a contract from the RFP is executed, through August 31, 2021. In addition, TDA reserves the right to renew and extend the contract term for up to (3) three additional one-year terms, contemporaneous with the State of Texas fiscal year, upon agreement of the parties.

6. NO EXCLUSIVITY IN AWARD

There shall be no exclusivity under any contract awarded pursuant to the terms of this RFP. TDA may re-solicit the services under this RFP at any time for any reason if it is in the best interests of TDA, the program, or the State to do so.

7. PROPOSAL SUBMISSION REQUIREMENTS AND DEADLINES

All proposals submitted in response to this RFP must meet the following submission and receipt conditions in order to be considered. Failure to meet these conditions shall result in disqualification of the proposal and the proposal shall receive no further consideration

Proposals **must** be received no later than:

3:00 P.M. Central Time (CT), November 6, 2020.

Hard copy proposals and samples **shall** be delivered to:

Texas Department of Agriculture
Stephen F. Austin Bldg.
Attention: Procurement Contract Office (PCO)
1700 N. Congress Avenue, 11th Floor
Austin Texas 78701

Proposals **must** reference the solicitation number: RFP/Requisition Number:

RFP 551-20-00804

on the cover page. Proposal packages must be marked with “**CONFIDENTIAL**”, and the RFP number in large font on the outside of the package.

All times are Central Standard Time, and dates are subject to change. Proposals may be modified or withdrawn at any time prior to the proposal due date. No changes or withdrawals will be allowed after the proposal due date and time.

TDA in its sole discretion determines the official time and place for purposes of receiving proposals. TDA will not consider for any reason late proposals, or proposals not delivered to TDA staff in its offices. All submitted proposals become the property of TDA after submission by the deadline. Facsimile (FAX) or email transmissions of proposals are not acceptable methods of responding to this RFP, and such will not be accepted unless approved by the lead buyer in response to a disaster directly impacting transportation and delivery services or causing closure of TDA offices.

8. SCHEDULE OF EVENTS AND CRITICAL DATES

The schedule of events for this RFP is provided below. TDA reserves the right to adjust the schedule as events may require.

TABLE OF EVENTS AND CRITICAL DATES

SCHEDULE OF EVENTS	DATE
Publication of RFP in the Electronic State Business Daily (ESBD) at http://esbd.cpa.state.tx.us/	October 5, 2020
Deadline for Submitting Questions to TDA, no later than 3:00 P.M., CT	October 14, 2020
Estimated TDA's Official Response to Questions Posted on the ESBD	October 19, 2020
PROPOSAL/RESPONSE DUE: 3:00 P.M., CT	November 6, 2020
Evaluation Process, Oral Presentations, and/or negotiations	November 13, 2020
Selection of Contractor(s)	November 16, 2020
Estimated Contract Award Date	November 30, 2020
Beginning date of Contract and commencement of work	December 1, 2020
Ending date of Contract and final product submitted to TDA (unless extended per Section 1.3 above.	August 31, 2021

9. POINT OF CONTACT FOR INQUIRIES | IRREVOCABILITY OF OFFER

Respondents shall direct all inquiries and communications concerning this RFP to the Point of Contact listed below in writing by email. Any person wishing to obtain clarifying information concerning this RFP shall contact:

Segundo Sanchez
 Contract Purchasing Lead
 Texas Department of Agriculture
 Phone: (512) 463-7499
 Segundo.Sanchez@TexasAgriculture.gov
 cc:Purchasing@TexasAgriculture.gov

Respondents shall use Attachment 5 for submitting questions during the posting period (date of publication through deadline for submitting questions) on the ESBD.

Respondents shall make no contact with other TDA personnel regarding this RFP, except as permitted by the TDA Purchaser listed above. ***Failure to comply with these requirements may result in disqualification of the Respondent's Proposal.*** If a contract is awarded under this RFP, Contractor shall communicate with the Project Manager, Contract Manager or other TDA employee designated for management of the Contract.

The submitted proposal cannot be withdrawn or revoked after the submission deadline has passed. Proposals are irrevocable for 90 calendar days from the deadline for submission. This period may be extended at TDA's request if made in writing to Respondent.

10. CONFLICTS OF INTEREST

In submitting a proposal in response to this RFP, Contractor represents and warrants to TDA that it and each of its subcontractors have the requisite resources, qualifications, and independence to perform the services free from outside direction, control, or influence, and subject only to the accomplishment of TDA's objectives. **Respondents that cannot make this representation and warranty should not respond to this RFP.**

A. Ethics Affirmation

In submitting a proposal in response to this RFP, Contractor affirms that it has not given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

B. Disclosure of Existing or Potential Conflicts

In its proposal each Contractor must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's and its proposed subcontractors' submission of a proposal, possible selection as Contractor or its performance of the Contract. Respondents must disclose any proposed personnel under the contract who are current or recent former employees of TDA or the State of Texas. Recent former employees are defined below. In Attachment 3, TDA Key Contracting Persons Disclosure Statement, a list of current employees with a role or potential to have a role in development, management, or enforcement of the contract is provided. The any other existing or potential conflicts can be added to this attachment for compliance with this Section I.9

Pursuant to Section 2252.901 of the Texas Government Code, Respondents shall make full disclosure of a former or retired employee of TDA that is the Respondent's agent, consultant, contractor, or employee, or that Contractor intends to employ or retain as a contractor subcontractor. Within the first twelve months of leaving employment at TDA, a former or retired TDA employee shall not perform services on a project, or fill a position with Respondent, that the former or retired TDA employee worked on or held while employed at TDA.

As part of this disclosure requirement, each Contractor must include in its proposal all past and present contractual, business, financial or personal relationships between Contractor and TDA and between Respondent's proposed subcontractors, if any, and TDA. For purposes of this disclosure requirement, "past" is defined as within the two (2) calendar years prior to the deadline for submission of proposals in response to this RFP. For purposes of this disclosure requirement, "TDA" includes the Commissioner of Agriculture and the agency's current or recent former employees. "Recent former employee" is an individual who resigned or terminated employment with TDA within the two (2) calendar years prior to the deadline for submission of proposals in response to this RFP. For each item, Contractor must provide a detailed explanation of why Contractor does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Respondent's submission of a proposal, possible selection as Contractor or its performance of the Contract.

Disclosures under this Section 1.9 will be evaluated by TDA. An actual or perceived conflict of interest will not necessarily lead to a restriction or disqualification. Issues will be considered on a case-by-case basis in the best interests of the agency and the State of Texas.

If a Contractor is in doubt about whether information should be disclosed, Contractor should consult with its legal counsel. Failure to disclose any information required under this section may be cause for proposal disqualification or termination of a contract resulting from this RFP. TDA reserves the right, in its sole and absolute discretion, to determine if an issue should result in proposal disqualification or Contract termination.

C. Relationships Defined

For purposes of this RFP, "personal relationship" is defined as a current or past association other than a clearly contractual, business, financial or similar relationship and includes family relationships or other connections that are more significant than simply providing a response to this RFP. For this purpose, "family relationship" means a relationship within the third degree of consanguinity or second degree of affinity. Chapter 573 of the Texas Government Code defines relationships that are within the third degree of consanguinity or the second degree of affinity. Associations other than family relationships fall within this definition and must be disclosed if a reasonable person could expect the

connection to diminish Respondent's independence of judgment or effectiveness in the performance of Respondent's responsibilities to TDA or the state under the Contract.

Connections also fall within the scope and requirements of this section if a reasonable person could expect the connection to create a potential appearance of impropriety or conflict of interest. A relationship between TDA and another State of Texas employee may constitute a conflict of interest if the other State of Texas employee has a relationship with Contractor that could be used to influence an individual with authority to make decisions or recommendations on state contracting, procurement or this RFP. Those persons with authority to make such decisions or recommendations are those persons who fall within the definition of "purchasing personnel" in Section 2262.004(a)(2) of the Texas Government Code.

D. Continuing Duty to Disclose

Contractor has a continuing duty to disclose an actual or perceived conflict of interest if circumstances change or additional information is obtained subsequent to submission of a proposal. A Contractor is under a continuing duty to disclose an actual or perceived conflict of interest as described in this section throughout the term of the Contract and any renewal. The duty to disclose an actual or perceived conflict of interest does not end with submission of a proposal or receipt of contract award.

SECTION II. PROPOSAL CONTENT

This solicitation provides the roadmap for a successful proposal submission. Certain matters **must be included in the response or the proposal will automatically be rejected as non-compliant with the solicitation.**

In most cases, failure to provide all required information, certifications, and signatures will result in disqualification of the proposal, in which case the proposal will receive no further consideration.

In select situations, failure to provide all requested information may result in a lower score during evaluation if the omission does not automatically cause rejection as non-compliant. If requested information will not be submitted, a brief explanation for the omission should be included. This will provide context for the missing requirement rather than the assumption of error discussed in Subsection 2 of this Section II.

TDA reserves the right to reject some or all proposals and to negotiate portions thereof including cost or budget. TDA reserves the right to select the best proposal considering the outcomes desired and reasonableness of cost.

1. REQUIREMENTS FOR PROPOSAL ACCEPTANCE

A. Identifying Requirements or Directives

This solicitation contains language that will identify the requirements for the proposal. Use of the words “shall”, “will”, and “must” or similar directive language indicates a requirement. Some requirements may be in bold type.

B. General Requirements.

The proposal must include the listed requirements and be submitted in the order of the Content and Order table in Section III–Proposal Format. **Certain requirements are essential to an acceptable proposal such as:**

- (1) State of Texas Vendor Tax ID, which is located on the Vendor Information form (Attachment 2).
- (2) Properly marked electronic copies as defined in Subsection 3.1.
- (3) Proposed project plan (TAB M).
- (4) Proposed project schedule (TAM N).
- (5) Understanding of the project and a methodology for successful completion (TAB A).
- (6) Proposed budget/fees for completion of the work provided on Attachment 9 Cost Proposal Submission.

(7) Firm and team qualifications.

(8) Ethics disclosures.

(9) Three References.

C. Assumptions Made in Preparing the Proposal

The posted solicitation will have a period for questions in which Respondents can get clarification on the solicitation. However, if the Contractor makes one or more assumptions in preparing a proposal, the assumptions **must** be included and explained.

For purposes of submission, TDA assumes that the Contractor has completely read the solicitation and has asked all questions necessary to an understanding of the requirements and obligations prior to submission of the proposal. TDA further assumes that omitted information is an error causing the submission to fail.

D. Exceptions to Solicitation Requirements

A requirement for submission of the offer includes accepting required state terms and conditions. Depending on the funding source, most of the terms are required by state or federal government. The Contractor can take exception to a term or requirement, but that exception does not override the acceptance of the terms and requirements when submitting the signed proposal. A requested exception will be reviewed at the point of any award, and either granted, granted with amendment, or rejected by TDA in its sole discretion.

2. TERMS OR CONDITIONS NOT INCLUDED IN RFP

Any additional terms and conditions attached to or contained in a proposal submitted in response to this RFP will not be considered unless specifically explained in the proposal and, in TDA's sole and absolute discretion, may result in disqualification of the proposal. Exceptions are further discussed in Subsection 2.3.

3. REQUIRED SIGNATURES IN THE PROPOSAL

(1) Execution of Offer (Attachment 1).

(2) Key Contracting Persons Disclosure Statement (Attachment 3)

(3) Cost Proposal (Attachment 9)

(4) HUB Subcontracting Plan (Attachment 10)

Any unsigned proposal or unsigned pages on the list above will not be accepted.

4. WARRANTY OF TRUE AND CORRECT SUBMISSION

By signing the required forms, Contractor or Respondent's legally authorized agent represents and warrants that all statements within the proposal are true and correct. Discovery of any false statement in the proposal is a material breach and shall void the submitted proposal or any resulting contracts; in such case, Contractor shall also be removed from all bidder eligibility lists maintained by TDA.

5. CONTRACTOR QUALIFICATIONS

A. Eligibility to do Business in The State Of Texas

Any Contractor selected for an award under this RFP must:

- (1) have a current Texas Identification Number issued by the Texas Comptroller of Public Accounts (CPA).
- (2) be current in all required business filings, including franchise tax filings, with the CPA and the Texas Secretary of State.
- (3) be current in the payment of all local or State of Texas taxes and fees.
- (4) be registered by the Secretary of State as a foreign entity authorized to do business in Texas if incorporated in a jurisdiction outside of Texas. See statutory requirements in Chapter 9 of the Texas Business Organizations Code if meeting the definition of a foreign entity defined by Section 1.002(28) of the Texas Business Organizations Code.

Failure to meet the requirements in this Section 1.7 shall result in disqualification of the Proposal and/or termination of an award or Contract resulting from this RFP.

Proof of compliance with this Subsection 7. must be confirmed prior to award.

B. Detailed Capabilities

Respondents **shall** provide firm and staff capabilities specific to the Statement of Work. Including any capability, knowledge or experience Contractor believes distinguishes the Firm even if not identified as a required qualification.

Documentation that confirms qualifications is as follows.

(1) History of the Firm

Show the year the firm started, its business philosophy, and the size of the largest project of a similar type successfully delivered by the firm to date.

(2) Organization Chart

Show the project reporting hierarchy of firm staff and sub-contracted staff.

(3) Composition of Firm's Core Team

Provide for the core team, the names, titles, contact information, primary locations, role, and availability for the term of the contract. For purposes of this matrix, the core team consists of management, including executive, senior, or mid management; and non-management firm staff with subject matter expertise assigned to perform in roles essential to meeting the objectives of the project.

(4) Management Team Resumes

In resume form document required qualifications, the role each firm management member has in the project, and each management member's time allocation devoted to the project.

(5) Core Team Resumes

In resume form, detail the professional background, experience, and knowledge of the subject matter for each core member required to qualify for the project, the role each core team member has in the project, and each core member's time allocation devoted to the project.

(6) External Subcontractor Resumes

Resumes documenting required qualifications, the role each subcontractor has in the project, and their time allocation devoted to project.

(7) Financial Responsibility Questionnaire

Complete the questionnaire in Attachment 4 as fully as possible. An omission, even if accidental, will cause the proposal to be considered non-responsive.

(8) Work Product Samples

- a) Show portfolio of past Texas wine projects or media events/projects that have been developed which demonstrate visual appeal, educational outreach, creativity and design and publicity value.
- b) Include examples of graphic images and creative ideas use to execute successful campaigns

(9) Reference Performance Confirmation

Respondents must submit three (3) references. The reference information must include, but should not limited to:

- a. Name of the agency or agencies served by Respondent,
- b. The kinds of activities that were performed by Respondent,

- c. Reference Contact name,
- d. Reference email address,
- e. Reference contact phone number from each agency that can verify the quality and timeliness of Respondent's work, and
- f. TDA will also check the state's Vendor Performance Tracking System (VTPS) for information.

C. Contractor Minimum Qualifications

Qualifications comprise a percentage of the evaluation factors. Minimum qualifications must be attained prior to execution and maintained throughout the term of the Contract. Any replacement personnel must be submitted for approval to the Contract Manager with the same level of documentation as required in the proposal. TDA will not unreasonably withhold approval, and if disapproved will provide the reasoning.

(1) Firm and Team Qualifications

The Contractor must meet or exceed qualification requirements, which must be confirmed in the proposal.

Additional information on documenting or confirming qualifications can be found in Section II.5.

(2) Performance History

The firm cannot have any failing reports in the Contractor Performance Assessment Reporting System (CPARS), or any failing reports in the Texas Comptroller's Vendor Performance Tracking System (VPTS).

None of the staff assigned by the Contractor to this contract has been disqualified from participation in any federally funded programs during the past seven years preceding this contract and will not for the duration of this contract.

None of the staff assigned to this contract has been convicted of fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and/or obstruction of justice during the past seven years preceding this contract and will not for the duration of this contract.

Neither the Respondent's organization nor its principals or authorized representatives are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

Contractor has an ongoing duty to inform TDA promptly if the Firm or assigned staff or representatives no longer meet the above requirements.

(3) Relevant Firm Experience

Contractor must have the following:

- a. Five years recent relevant experience in advertising/design.
- b. Five years experience in media planning and events.
- c. Assigned staff with documented experience and demonstrated knowledge producing an educational outreach media campaign resulting in increased national consumer, trade and stakeholder familiarity, education and awareness.
- d. Financial stability and organizational capability to perform for the term of the contract.
- e. Prior experience in working with a government agency in order to demonstrate ability to work with internal and external stakeholders and understand agency processes.
- f. A portfolio, provided to TDA, of past Texas wine projects or media events/projects that have been developed which demonstrate visual appeal, educational outreach, creativity and design and publicity value.
- g. Examples, provided to TDA, of graphic images and creative ideas used to execute successful campaigns.
- h. Experience successfully contracting with a Texas state agency for similar services.
- i. A demonstrated history of strong working relationships with journalists, members of the media, and social media influencers in the Luxury Lifestyle and Wine markets.

(4) Project Manager | Contract Manager Experience

Contractor will assign a project manager to assure the team performs on time and to expectations. Contractor will also provide a Contract Manager to assure the contractual requirements have been met. Responsibilities for both positions can be assigned to a single team member, but a single person performing both roles must meet the qualifications of each including:

(5) Background, knowledge and experience in project management; and

- (6) Preferred experience and certification for the Project and Contract Managers of five years professional experience and current status as a Certified Associate in Project Management (CAPM®).

6. CONSEQUENCE OF OMISSION

Failure to provide documentation that specified qualifications have been met will cause disqualification of a proposal as non-responsive.

7. PRICING REQUIREMENTS

A. General Requirements

1. All Respondents **must** provide a complete, detailed, and itemized cost proposal. Respondents should propose a total cost deliverable as indicated in Attachment 9. Do NOT use “TBD” (to be determined) or similar annotations in the areas for price. All blanks must be completed.
2. Respondents are encouraged but not required to propose areas where costs for requested activities and deliverables could be reduced without sacrificing the quality of the resulting product or services. All Respondents are encouraged but are not required to submit proposed “value-added” services or components for consideration and evaluation by TDA, with corresponding costs for such additional services. However, acceptance of proposed value-added services, shall be at the sole discretion of TDA and there is no guarantee of acceptance of any such value-added services or components.

B. Cost Proposal

1. The Contractor’s submitted cost proposal covers all requirements and deliverables unless Contractor otherwise specifies an additional cost as a value-added service.
2. Costs must be justified in terms of activities and objects of expenditure and must be reasonable (i.e., consistent with current market prices) and necessary to accomplish the work.
3. Services to be purchased from other agencies, sub-Contractors, including any amounts subcontracted to HUBs, consultants, and others, must be specified. Equipment that will be purchased to provide solicited services must be specified if, either directly or indirectly, it is included in the prices proposed. Travel or equipment and supplies will not be paid or reimbursed separately.
4. The cost proposal template is located as Attachment 9 and must be completely and thoughtfully prepared. If assumptions are made in arriving at a cost, the assumption must be explained as described in Section II.2.

8. PROJECT PLAN – PRICE TO VALUE/BEST VALUE

While price is not the most important factor, TDA expects the cost proposal to be based on a good value for the price proposed. This requires submission of a Project Plan that aligns costs, resources, and activities for an overall determination of best value for the price.

A. Project Calendar

The proposed schedule will ensure the completion of deliverables by specified dates. Workflow and milestones such as training, deliverables, invoicing, and quality assurance activities should be included. The proposed schedule must have four benchmarks that will be tied to payment.

B. Staffing Proposal and Resource Allocation

The proposal must show that financial resources are adequately and appropriately allocated in a cost-effective manner to accomplish the work. This includes an explanation of the methodology that will be used to provide an adequate amount of qualified staff to complete the proposed tasks.

The proposal also needs to include the method for

- Confirming staff assigned to perform the tour can complete the assignment timely and safely.
- Confirming staff identifies themselves to the site, provider, as appropriate.
- Assuring completion of assignment timely and accurately if, for any reason, the assigned staff is unable to complete portion of the assignment.

C. Ability to Meet Service Requirements

- Applicant's project approach and methodology
- Quality of project work plan
- Description of the proposed deliverables
- Project management and internal controls

D. Quality Assurance | Quality Control Plan

The proposal must include the method Contractor will use to perform quality assurance and quality control activities. The Project Calendar must schedule time for these planned activities.

Failure to meet the conditions in this Section II. may result in disqualification of the proposal, and the Contractor will receive no further consideration.

SECTION III. PROPOSAL FORMAT

1. PROPOSAL FORMAT

All Respondents **must** submit one (1) printed copies of the proposal and three (3) electronic DVD or USB device formatted as detailed below. Proposals must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the evaluation committee.

Proposals must be formatted as follows:

A. Printed Copies

- (1) Formatted and Written on 8 ½" x 11" paper
- (2) Three-hole punched OR submitted in three ring binders.
- (3) Sequentially numbered pages from front to back. (1, 2, 3, etc.).
- (4) Tabs between each Section, in sequence as detailed in Section 3.2 Table 3.

B. Electronic Copies

By submitting a proposal, permissions to edit, print, copy, and distribute as authorized under public information or other law is given to TDA. Three (3) versions of the proposal must be submitted on approved electronic media as described below.

- (1) One unmarked copy of the entire proposal including all attachments. This copy must be in PDF or MSTM Word and accessible (no password) to TDA staff.
- (2) One marked copy of the entire proposal identifying claimed proprietary and confidential information. Markings can be made by highlighting the claimed information and marking as proprietary, confidential, or both in a comment.
- (3) One redacted copy of the entire proposal that makes the confidential or proprietary information claimed in (2) above unreadable. Redaction can be made in MS WordTM by highlighting the confidential words in black. AdobeTM also has a redaction feature.
- (4) Format headings that allow for navigation to specific tabbed sections electronically.
- (5) Include tab number for each section heading by inserting a page before each section with the Tab number and title. See above Section III heading as an example of a section heading in MS WordTM. Virtual Tabs

can be accomplished using the Styles or the Table of Contents feature in MS Word™.

- (6) If submitting in PDF format, insert a page with only the Tab number and title before the section heading. Thumbnails will be created that allow for electronic movement between sections.

2. TABLE FOR CONTENTS AND ORDER OF PROPOSAL

TAB	DESCRIPTION
TAB A	Cover Page-Executive Summary / Understanding of Project Goals / Approach
TAB B	1. Assumptions Underlying the Proposal 2. Exceptions Taken to RFP Requirements
TAB C	Attachment 1 Signed Execution of Offer, Affirmation of Terms and Conditions and Proposal Preferences
TAB D	Attachment 2 Vendor Information Form
TAB E	Attachment 3 KEY CONTRACTING PERSONS DISCLOSURE STATEMENT
TAB F	Attachment 4 Financial and Operational Capability Form
TAB G	Attachment 5 Questions and Answers
TAB H	Attachment 6 SPECIAL PROVISION C - Lobbying Certification
TAB I	Attachment 7 SPECIAL PROVISION B - Debarment and Suspension Certification
TAB J	Attachment 8 DATA SECURITY REQUIREMENTS
TAB K	Attachment 9 COST PROPOSAL/SCHEDULE
TAB L	Attachment 10 HUB SUBCONTARACTOR PLAN (HSP)
TAB M	Project Plan
Tam N	Project Schedule
TAB O	Organization Chart

TAB P	Firm Core Team Expertise with special emphasis on experience with deliverables similar to those outlined in the SOW set out in Section 2 (limit 4 pages).
TAB Q	Management Team Resumes
TAB R	Core Team Resumes
TAB S	Reference Performance Confirmation
TAB T	Quality Assurance Plans and Timelines
TAB U	Samples: 1) Show portfolio of past Texas wine projects or media events/projects that have been developed which demonstrate visual appeal, educational outreach, creativity and design and publicity value. 2) Include examples of graphic images and creative ideas use to execute successful campaigns

3. DISCLOSURE OF PROPOSAL CONTENT

A. Copyrighted Materials

TDA will not consider any proposal bearing a copyright. **Copyrighted proposals submitted in response to this RFP will be considered non-responsive** and will receive no further consideration.

B. Public Information

Proposals are subject to the Texas Public Information Act (PIA), Texas Government Code, Chapter 552, and may be disclosed to the public upon request. All proposals and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure in the Act applies.

Should a request for the proposal be submitted under the Public Information Act, and should TDA decide in its sole discretion to request an Attorney General's opinion on the request, the redacted version will be provided to the requestor while the unredacted version identifying the claimed proprietary and confidential information will be submitted for opinion.

In the event TDA receives a PIA request for Respondent's unredacted proposal, TDA will notify Contractor in accordance with Section 552.305 of the Texas Government Code. However, TDA is not obligated to seek an Attorney General

opinion. if it determines the material contained in Respondent's proposal is not exempt or protected from disclosure under the PIA. In such event, Contractor may independently pursue its remedies provided under the PIA and applicable Texas Supreme Court precedent.

C. Proprietary and Confidential

If it is necessary for Respondents to include proprietary or otherwise confidential information in proposals or other submitted information, Respondents must clearly label the proprietary or confidential information and identify the specific exception to disclosure in the PIA.

Merely making a blanket claim the entire proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of proposals that are considered by Respondents to be proprietary or confidential must be clearly labeled as described below.

Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Public Information Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a proposal, must be clearly marked at each page it appears. Such marking shall be in **boldface type at least 14-point font**.

D. Posting Proposals

Pursuant to Section 2261.253 of the Texas Government Code, TDA is required to post electronic copies of the awarded contract and winning proposal on its website. To ensure that there is no release of confidential, privileged, proprietary, or trade secret material contained in Respondent's proposal, Contractor must submit a redacted copy of its proposal for posting on TDA's website, in addition to its responsive copy which identifies confidential, proprietary, privileged and trade secret material in accordance with this Section 3.3. In the event TDA receives a PIA request for Respondent's unredacted proposal, TDA will notify Contractor in accordance with Section 552.305 of the Texas Government Code. However, TDA is not obligated to seek an Attorney General opinion if it determines the material contained in Respondent's proposal is not exempt or protected from disclosure under the PIA. In such event, Contractor may independently pursue its remedies provided under the PIA and applicable Texas Supreme Court precedent.

4. AMENDMENTS TO THE SOLICITATION

Any amendment to this solicitation will be posted as an addendum on the Electronic State Business Daily (ESBD). It is the responsibility of interested parties to periodically check the ESBD for updates to the RFP prior to submitting a Proposal. Respondent's failure periodically to check the ESBD will in no way

release the Contractor from the requirements of “addenda or additional information” nor will any resulting additional costs to meet the requirements be allowed after submission deadlines pass.

5. HUB SUBCONTRACTING PLAN (HSP) REQUIREMENTS

It is the policy of TDA to promote and encourage contracting and subcontracting opportunities for State of Texas certified Historically Underutilized Businesses (HUBs). While all solicitations will not have opportunities for subcontracting, all Respondents are encouraged to subcontract with certified HUBs when feasible. Eligible Respondents are encouraged to become HUB certified. State of Texas HUB applications and eligibility requirements may be found at: <https://comptroller.texas.gov/purchasing/vendor/hub/>.

A. Statutory Threshold for Submitting HSP

In order to be responsive to this solicitation, each Contractor submitting a proposal that meets or exceeds \$100,000 for the term of the contract (original term plus all potential renewals identified in this RFP) must fill out a HUB Subcontracting Plan (HSP) Form, sign the form, and submit it with its proposal.

B. Good Faith Effort

Contractor must make a good faith effort and solicit a minimum of three Texas certified historically underutilized businesses from the state’s Centralized Master Bidders List (CMBL) for work that it cannot complete with its own staff and resources. Respondents must also notify minority or women trade organizations or development centers of subcontracting opportunities. Additional requirements are listed in the HSP (Attachment 10). Pursuant to 34 TAC 20.284, the HUB subcontracting goal for this procurement is **26%** minority and/or woman owned business participation.

All Respondents are required to complete and submit one or more sections of the HSP Form.

- If Contractor is a HUB, an HSP is still required in order to identify the percentage of the work to be performed by subcontractors.
- If Contractor (HUB or non-HUB) is not subcontracting any portion of the work, the Self-Performance portion of the HSP must be completed and returned with the proposal response.

Page 1 of Attachment C (HSP Form) provides a checklist that details the sections to complete depending on the responding company’s ownership and intended performance. The checklist is a good way to make sure the HSP is correctly completed.

C. Contracts under \$100,000

A HUB Subcontracting Plan (HSP) is **not** required for this procurement **if** your proposal is less than \$100,000 calculated on the original term plus all renewal opportunities defined in this RFP.

How to Find Texas Certified HUBs for Subcontracting Opportunities

Use the Centralized Master Bidders List (CMBL)/HUB Directory on the Comptroller of Public Accounts website

1. **Go to** the Search for Vendor page.
2. **Search FOR:** ☉ HUBs Only to see registered and unregistered HUBs. If you only want to see HUBs registered on the CMBL, check ☉ HUBs on CMBL.
3. **Select** search method: Multiple Vendor Search (by NIGP Class Code)

Examples:

#915- 80 Typing and Word Processing

#918 -04 Accounting, Audit and Budget Consulting

#918 -25 Compliance Consulting

#918 -58 Governmental Consulting

#920-21 Data Entry

To see the items associated with any particular class, click on the Class number in the Commodity Book at: <https://comptroller.texas.gov/purchasing/nigp/>

4. **Customize** report by selecting Fields for Output and Output Options
5. **Click** Submit Search.

Questions about the HSP Form, finding HUB vendors, or the State of Texas HUB Program, should be directed to the TDA Director of HUB/MWBE Programs, by email at HUB@texasagriculture.gov

Additional information and training regarding how to complete a HSP can be found on the CPA Website at the following link:

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

Additional minority and women owned business association resources are available for subcontracting notices at:

<https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>

SECTION IV. EVALUATION OF PROPOSALS

A. Competitive Sealed Proposals

TDA may award contract(s) in accordance with the Competitive Sealed Proposals process as authorized by Texas Government Code §2156.121. As such, TDA will evaluate Respondents' proposals on a variety of factors in addition to price. TDA is **not authorized** to conduct public proposal openings or tabulations prior to award of any contract(s) awarded pursuant to this RFP.

TDA reserves the right to award contract(s) without any negotiation and reserves the right to not make any contract awards under the terms of this RFP.

B. Best Price Proposal

Award will be based on best value in consideration of the following factors: price, respondent's qualifications, respondent's history and relevant experience, and references. However, Contractor is strongly encouraged to provide its best price in its proposal as TDA makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process. TDA may limit the number of proposals to a competitive range consisting of the greatest number of proposals that will permit efficient competition among Respondents based on the proposed pricing and criteria specified in the RFP. TDA may seek additional information and solicit best and final offers only from those Respondents determined to be in the competitive range.

Discussions may be conducted with Respondents that submit proposals determined to be reasonably likely to be selected for award, for the purpose of clarification and to ensure full understanding of all terms and conditions of a proposal submitted in response to this RFP, including the requirements of any resulting contract. In conducting these discussions there shall be no disclosure of any information derived from proposals submitted by competing entities.

1. REVIEW OF PROPOSALS

TDA will begin review of proposals as soon as is practical after receipt. In TDA's sole and absolute discretion, Contractor may be asked to make an oral presentation of its proposal at TDA's headquarters in Austin, Texas. If applicable, proposals will be rated again following oral presentations.

By law, TDA may not disclose any information regarding a proposal until a contract is executed by both parties. Upon contract award, TDA will post the Notice of Award on the ESBD at: <http://esbd.cpa.state.tx.us/>. Additional copies of proposals **not selected for award** will be disposed of in accordance with the agency approved records retention policy.

2. EVALUATION CRITERIA

A. Best Value Selection

Proposals will be evaluated and selected based on best value considerations to the state, including the demonstrated ability of each Contractor to carry out all requirements contained in this RFP. A Contractor who is in default or otherwise not in good standing under any other current or prior contract with TDA will not be eligible for award of this contract.

TDA will evaluate Respondent's proposal submitted in response to this RFP based on Respondent's processes, products, and services and the criteria set forth below.

B. Table of Evaluation Criteria

	Categories	Possible Points
	<p>Price Identified task activities and corresponding costs</p> <ul style="list-style-type: none"> • Price to Value/Best Value • Other Best Value considerations such as Discount for Early Payment 	30
	<p>Understanding of Project Requirements (<i>See Section II.8</i>)</p> <ul style="list-style-type: none"> • Clear description of details and timeframes for meeting goals and requirements • Identification of activities needed for completion are well defined • Project design (project plan and other identified methodologies) is not just a repetition of SOW requirements • Qualities supporting firm's ability to deliver the project that Contractor believes distinguishes the firm. 	15
	<p>Technical Approach (<i>see Section II.8</i>)</p> <ul style="list-style-type: none"> • Technical approach to provide deliverables addresses SOW requirements • Resources appear sufficient to ensure services will be delivered on schedule 	10

	<ul style="list-style-type: none"> • Quality assurance methodology • Proposed schedule reasonable for TDA resources and commitments 	
	<p>Quality of Work</p> <ul style="list-style-type: none"> • Provided a sample that showcases quality of work • Sample is visually appealing and organized for clarity of message and USDA requirements • Corrective action plan resolves findings with efficiency and cost effectiveness • Three (3) references support that services provided/received by recipient were timely and of high quality • VPTS results 	15
	<p>Strength of Firm (<i>Section V. 1.A</i>)</p> <ul style="list-style-type: none"> • Meets or exceeds required experience • Preferred qualifications met are detailed • Availability of proposed team (workload management) and confirmation of travel requirements • Level of experience with programmatic and financial review components • Evidence of project management and internal controls to ensure that resources are sufficient to meet the objectives of the contract. • Staffing plan and needed resources are sufficient to meet the objectives of the contract. • Past Performance 	15
	<p>Qualifications of Proposed Team</p> <ul style="list-style-type: none"> • Experience and education of proposed Project Manager • Project Plan and Schedule for completion of assignment 	15

	<ul style="list-style-type: none"> • Management and coordination of activities • Skills/Experience in performing on time and on budget • Strength of proposed team with similar projects • Required or preferred professional certifications • Application of preferences 	
	Total	100
	Demonstration of financial responsibility.	Pass/Fail
	Demonstration that staff assigned to a position requiring travel throughout the state to conduct fieldwork will meet that commitment.	Pass/Fail
	Demonstration that requirements for doing business in Texas have been met or have been requested. <i>(See Section II. 5.A)</i>	Pass/Fail

If a contract is awarded under the terms of this RFP, such award will be made to the Contractor that meets all criteria required by TDA and which TDA determines, in its sole and absolute discretion, represents the best value for the state.

3. EVALUATION PROCESS

TDA will evaluate proposals in accordance with the selection criteria of this RFP. Submission of a proposal is the Respondent's acceptance of the evaluation process set forth in this RFP and Respondent's acknowledgement that subjective judgments may be made by TDA during the evaluation process.

TDA reserves the right to reject any or all proposals or any portion of any proposal submitted which, in TDA's opinion, is not in the best interest of TDA

4. COMMUNICATION DURING SOLICITATION

TDA may conduct discussions with any Contractor that appears to be eligible for award, pursuant to the selection criteria set forth in this RFP. In conducting the discussions, TDA will not disclose information derived from proposals submitted by competing Respondents.

TDA reserves the right to negotiate individual elements of any proposal. TDA reserves the right to meet with and negotiate terms with one or more Respondents. All Respondents acknowledge that TDA is not bound to accept the lowest-priced proposal.

5. BASIS OF AWARD

The selection will be based on the evaluation criteria set forth above, as well as best value considerations to the state, including demonstrated competence, experience, knowledge and qualifications, the evaluation criteria and weights outlined above, as well as the proposed fee and costs for all or each portion of the deliverables, goods, services, or work requested under this RFP as determined by TDA in its sole and absolute discretion.

All state agencies report unsatisfactory performance on purchases over \$25,000. Agencies report satisfactory and exceptional vendor performance to assist in determining best value to the state. In accordance with Texas Government Code Sections §§2155.074 and 2155.75, Respondent's performance may be used as a factor in contract awards.

6. SELECTION OF CONTRACTOR(S)

Contractor selected for award, if any, will be the Respondent(s) whose proposal, as determined by TDA, represents the best value to the state. TDA has not committed itself to make an award or retain a Contractor based on the issuance of this RFP, nor does the suggested scope of services or terms of agreement below require that TDA make an award or retain a Contractor for any or all of those purposes. TDA reserves the right to make those decisions after receipt of proposals and TDA's decision on these matters is final.

Any award resulting from this solicitation will be posted on the ESBDB located at: <http://esbd.cpa.state.tx.us>.

SECTION V. STATEMENT OF WORK (SOW) – SPECIFICATIONS | REQUIREMENTS

The Texas Department of Agriculture seeks a Contractor with a successful history of designing and providing overall support in the organization, facilitation, and successful delivery of the media tours with preference for those respondents with experience organizing media tours for the Texas wine industry.

The media campaign shall consist of the Contractor to:

1. Coordinate and host three events to promote Texas wines to the wine media: one in San Francisco, one in New York, and one in Texas (visiting both the Hill Country and High Plains during the multi day tour).
 - a. Each media event should be planned for the purpose of bringing together members of the media, influencers, and professionals from the Luxury Lifestyle and Wine/Viticulture markets and the Texas Vintners and Growers who are participating and/or presenting at the event(s).
 - b. Ensure all media events are attended by high-status, formally recognized wine professionals, journalists, and media professionals who are perceived to be the top influencers in the fields of wine rankings, wine making, viticulture, and general knowledge of wines and the wine industry; those whose opinions have the potential to significantly impact consumption and sales of Texas wines.
 - c. Structure the event(s) as opportunities for members of the Wine Media to interview, video record, and photograph Texas wines featured at the event(s); as well as to sample the wines, meet the Texas winemakers, and to learn more about the wine making industry in Texas.
2. Provide an overall Performance Plan, outlining event-specific strategies and goals related to planning media events for the purpose of promoting Texas wines to relevant journalists, members of the media, social influencers, and other wine and viticulture professionals. Plan should include measurable goals for the overarching program and for each event. These include but should not be limited to:
 - a. The performance plan should include a brief that provides an economic overview of the U.S. wine industry by state or region, as well as consumer demographics, market growth, competitor analysis, and general issues regarding the Texas wine industry.
 - b. Strategies for outreach should include, though not be limited to: development of press kits, press releases, media advisories, and invitations. Working with TDA Marketing, develop a plan for any

Statements to the Media, identifying relevant spokesperson(s) and curating detailed talking points.

- c. Working with TDA Marketing, plan should discuss strategies for the development of a highly curated invitation list of wine professionals, media professionals, and influencers from the Luxury Lifestyle and Wine markets.
 - d. Strategies for selecting venues, event logistics, catering management, as well as any related contracts, permits, and/or insurance (with special attention to regional COVID-19 restrictions, if applicable).
 - e. Strategies for the development of visual elements to ensure media professionals have a relevant and rich source of contextual images for B-roll and photo images. Developing promotional items as “give-aways.”
 - f. Working with TDA Marketing, develop strategy for selecting and booking speakers and/or presenters: identifying relevant, high-profile speakers, confirming attendance, planning logistics, and management of same.
 - g. With input from TDA Marketing, plans for any related activities or entertainment.
 - h. Strategies for all aspects of Publicity and Promotion to include, though should not be limited to: online and offline, event calendars, printed programs, media relations, signage, social/digital media, etc. Plan post-event reviews on social media.
 - i. Strategies for affecting an organized and streamlined registration process to include, though not limited to: online and on-site registration, payment and tracking, on-site sign in, etc.
 - j. Plans for Sponsor and/or partner management.
 - k. Strategic plan should also include a detailed (though subject to updates) timeline for each event.
3. Develop a Publicity Plan to feature branding for the event(s) through outlets to include, though not limited to: various TDA web pages, social media, email broadcasts, printed materials, and post-event “thank you” notes or affirmations.
 4. Develop a media list of travel trade, consumer travel, and lifestyle media outlets and journalists to include the following information: media outlet, journalist’s name, journalist’s title, address, email address, phone number, and a log of the media coverage provided by the outlet. Top tier media will be identified for each key segment.
 5. Develop “Day Of” run-of-show for each event.

1. SPECIFICATIONS | REQUIREMENTS

A. Project Staffing Requirements

- (1) Dedicated key staff for the entirety of the contract.
- (2) Dedicated project manager to oversee Contractor staff for entirety of the contract.
- (3) Staff in adequate numbers to complete tasks according to schedule and performance standards and methodology for determining number of staff needed.
- (4) Staff that will travel as required.

B. Contract Term

The term of any contract(s) resulting from this RFP shall be from contract execution through August 31, 2021. In case of a renewal or extension, all original contract terms and conditions survive the termination or expiration of the initial contract term.

C. Renewals and Extensions

Upon renewal or extension of this Contract, TDA reserves the right, which it may exercise in its sole and absolute discretion, to increase or decrease the Contract's budget or annual not-to-exceed amount. If a contract renewal or extension amendment increases the Contract budget or annual not-to-exceed amount by more than 25% of the preceding year's Contract budget or annual not-to-exceed amount, TDA may be required to republish a solicitation for the goods or services that are the subject of this Contract, using competitive bidding or other approved form of competitive procurement, because such increase may constitute a material change under the circumstances.

2. CHANGE ORDERS

All change orders are subject to mutual agreement and must be in writing. Change orders that change the scope of the project will be documented through written amendment to the contract and signed by the parties. A material change in the scope may require new solicitation to maintain a fair solicitation process.

3. OWNERSHIP OF WORK

All reviews, reports, revisions, and supporting documentation shall be the intellectual property of TDA. All services performed and all material created or produced pursuant to this RFP are being created and delivered to TDA under the "work for hire" doctrine. Contractor relinquishes all rights, including intellectual property rights, in and to such services or materials. Contractor must provide all original documents and data files in a format acceptable to TDA for use,

reproduction and/or revision. Final files must be provided to TDA in an online-ready format, ready to post on the web.

4. PERFORMANCE | SERVICE LEVEL EXPECTATIONS

The Contractor will work cooperatively with TDA staff to complete the scope of all work and services as required by the contract.

A. TDA Responsibilities

(1) Assign Contact for Managing Contract

Designate a Project and Contract Manager responsible for working with Contractor to resolve problems and maintain the agreed upon schedule. These roles can be performed by the same position.

(2) Monitor Contractor's Performance

- Review and approve weekly status reports.
- Review completed deliverables within five business days of submission.
- Review and approve submitted invoices confirming receipt and completion of invoiced services.
- Conduct random Quality Assurance and Quality Control (QA/QC) checks on documentation.
- Provide written confirmation of acceptance or rejection at the completion of deliverable review.
- Conduct unannounced site and provider visits.

(3) Communication.

- Contact Contractor via phone, email, or web to meet the approved schedule.
- Provide contact information for TDA staff with responsibilities under the contract.
- Make available appropriate individuals with reasonable notice for the circumstances requiring the staff member.
- Approve or refuse submitted work no later than five (5) workdays after the deadline for review of the submitted work.
- Manage and execute the acceptance process, including finalizing dates for deliverables with Contractor before ARs begin.

- Approve the deliverable upon determination of satisfactory results of all required criteria.

B. Contractor Responsibilities

(1) Project Plan

Present the proposed project plan for approval. Maintain the approved project plan for the Project Year, identifying potential deviations from the plan and notifying TDA's Contract Manager with a solution to stay on schedule.

The plan will include the following:

- The number of tours to be completed based on the complexity of the tour site and the ability to successfully complete during the contract period.
- A workflow calendar that complies with the terms of the contract, including contractor identified milestones, training, contract deliverables, invoicing, and quality assurance activities. Dates require approval by TDA.

(2) Project Management

- Dedicate a project manager and contract manager or assign both duties to a single staff member. Provide the name of the team member responsible for informing TDA of potential corrective action, or fiscal action.
- Provide the methodology to ensure that the Contractor staff identifies themselves to the site, provider, and CE staff as appropriate.
- Provide the methodology that will be employed if assigned staff is unable to complete assigned tour visit(s), which will ensure that the assignment is completed timely and accurately.
- Maintain a project management log of issues and resolution, to include resolution by change order or amendment.
- Respond to support requests and resolve escalated issues within agreed upon time frames.
- Establish detailed timelines and deliver on or before scheduled milestone dates as outlined in project timeline approved by TDA.
- Participate in planning meetings as scheduled by the selected TDA representative.
- Apply quality assurance processes on deliverables before submission and explain the quality assurance process.

- Provide all necessary electronic equipment (i.e., computers) and supplies for staff to perform their responsibilities as described in the Statement of Work.
 - Provide detail on the equipment that the Contractor will use to complete activities associated with this contract, and note: how the Contractor will ensure data security
- If the Contractor depends on a third party provider/subcontractor for these resources, provide the contingency plan in the case of unexpected service interruption/equipment availability interruptions.
- Have all staff that access state computer systems complete a security court approved by the state Department of Information Resources.
- Ensure the confidentiality of all information obtained from TDA.
- Notify the TDA Project Manager of any requests for copies of records from third parties not party to the contract.

(3) Training

(4) Documentation

- Document the status of work performed, updating TDA weekly

(5) Corrective Action Documents

5. PERIOD OF PERFORMANCE

(1) Project Initiation

Contractor shall conduct and complete the work as follows:

- The Project Start Date shall begin within five business days of issuance of the Purchase Order, which is Notice to Proceed under the contract.
- Contractor must provide payment related information such as the Comptroller of Public Accounts identification number (TINS) and Internal Revenue Service Form W-9 at time of contract execution.

(2) Project Completion

The period within which the Contractor will execute the Project shall be based on acceptance of the PY 2021 Project Schedule but shall end no later than August, 31, 2021. The period in which all services are provided will include the first year as defined in the contract, and any executed renewals or extensions.

6. PERFORMANCE STANDARDS

- (1) Work in a team-based environment ensuring the contract goal of a quality product on time and on budget.
- (2) Provide excellent customer service to internal and external customers as determined in part by CE survey.
- (3) Exhibit respect and courtesy at all times.
- (4) Perform duties with integrity.
- (5) Be professional in actions and appearance while interacting with all internal and external customers.
- (6) Attend all scheduled meetings.
- (7) Be positive, creative, and motivated.
- (8) Review all documents and reports for accuracy (i.e., check figures and edit material before submitting as a final document or emailing to external stakeholders); proof-read all out-going messages.
- (9) Maintain a project management log of issues and resolution.
- (10) Escalate issues quickly that impact deliverables.
- (11) Respond within 48 hours to a TDA communication of medium importance and within 24 hours to a communication of high importance.
- (12) Obtain written approval from TDA for all deviations to the agreed upon schedule or team.
- (13) Maintain confidentiality. Sanitize confidential and private documents and data according to state Records Retention requirements.
- (14) Obtain written approval from TDA for all deviations to the agreed upon schedule or team.
- (15) Maintain or sanitize confidential and private information according to state Records Retention requirements all systems access requirements.
- (16) Demonstrate to TDA for deliverable acceptance that all requirements have been met.
- (17) If opportunity arises, propose solutions that can result in cost savings.

7. CHANGE MANAGEMENT

A. Amendment

The parties shall initiate changes to the Contract in a written instrument signed by an authorized Project or Contract Manager for each party. However, any proposed change to the contract amount or work to be performed, or extension for the time of performance, whether initiated by TDA or the Contractor, must receive final written approval in the form of a contract amendment or a Purchase Order Change Notice (POCN), which must be signed by representatives of TDA and Contractor who have authority to bind TDA and Contractor, respectively. The agreement to make the contract change must indicate the reason the change, amendment or POCN is necessary.

B. Change Orders

The Contractor will submit a project plan to TDA for input and approval by TDA's Contract Manager. Additionally, any changes to the project plan must have prior written approval by the TDA Contract Manager. All change orders are subject to mutual agreement and must be in writing. Change orders that change the scope of the project will be documented through written amendment to the contract and signed by the parties. A material change in the scope may require new solicitation to maintain a fair solicitation process.

C. New Deliverables

If additional deliverables are desired, TDA and the Contractor will mutually determine a timeline for the Contractor to provide a work plan and pricing for the additional services. A request for pricing does not constitute a notice to proceed. The addition of deliverables must be within the scope of the solicitation and agreed upon through written amendment to the contract.

8. DOCUMENTATION

Documentation of the work must be provided in hard copy and standard electronic formats such as .xls or .xlsx, and .doc or docx. If an electronic copy is secured for confidentiality, TDA must be given the password(s).

9. REPORTS AND MEETINGS

The Contractor must:

- a. Provide weekly status reports (written and statistical) to TDA concerning work performed, as well as projected dates of completion. The status report must be provided to TDA no later than noon each Friday throughout the term of the contract.
- b. Attend status meetings

10. INFORMATION SECURITY REQUIREMENTS

A. Legal Compliance

Contractor (includes third party contractors or subcontractors) shall comply with all applicable state and federal laws regarding confidentiality, privacy, and security

pertaining to personally identifiable information (PII) kept, stored or used by TDA on the software system, or other TDA confidential or sensitive information.

B. Access to Confidential Information

Contractor represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard sensitive or confidential TDA Information, including PII, and to protect it from unauthorized disclosure. If it is necessary for TDA to provide Contractor with TDA confidential or sensitive information, Contractor, along with Contractor's agents, contractors and employees with access to such information will first execute one or more nondisclosure agreements that will establish controls of the use and destruction of such confidential or sensitive information. Contractor shall access TDA's systems, information or data only for authorized purposes as expressly provided in the contract or other written agreement between the parties.

C. Destruction of Confidential or Sensitive Information

Contractor shall ensure that any TDA confidential or sensitive information in the custody of Contractor is properly sanitized or destroyed when the information is no longer required to be retained by TDA or Contractor in accordance with this agreement. Electronic media used for storing TDA confidential or sensitive information must be sanitized by clearing, purging or destroying same in accordance with NIAT Special Publication 800-88, Guidelines for Media Sanitization. Contractor must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

- Date and time of the sanitation or destruction
- Description of the items(s) and serial number(s) if applicable
- Inventory number(s) and
- Procedures and tools used for the sanitization or destruction.

Not later than sixty (60) days from contract expiration or termination, or as otherwise specified in the Contract, Contractor must complete the sanitization and destruction of the data and provide to TDA all documentation pertaining to the sanitization or destruction.

D. Taxpayer Information

Contractor shall not access, process, store or transmit United States Internal Revenue Service (IRS) Federal Taxpayer Information unless expressly authorized by this Contract. Contractor shall comply with IRS Publication 1075 requirements if it accesses, processes, stores, or transmits IRS Federal Taxpayer Information in fulfillment or implementation of the requirements of the solicitation or Contract.

E. Access Requests to Internal TDA Network and Systems

As a condition of gaining remote access to any internal TDA network and systems, Contractor must comply with TDA's policies and procedures. TDA's remote access request procedures will require Contractor to submit a Remote Access Request form for TDA's review and approval. Remote access technologies provided by Contractor must be approved by TDA's Information Security Officer. Individuals shall not access internal TDA network and systems from outside the United States.

F. Prerequisite to Access.

Individuals who are provided with access to the TDA network or systems will be required to participate in the TDA's Security Awareness Training and Cybersecurity Training (per Texas Government Code 2054.5192) on at least an annual basis. The State of Texas and TDA's Fiscal Year begins on September 1 and ends on August 31. Contractor shall maintain records of all individuals who have completed the TDA-required security training for the duration of the individual's employment with Contractor plus five years. Upon TDA's written request, Contractor shall provide copies of the certificates of completion for the TDA's Security Awareness Training.

On November 1 of each year, Contractor shall submit a list to TDA which identifies all individuals who have current access to TDA's network or systems as well as the most recent training completion date for each individual. TDA, in its sole discretion, may deny network or system access to any individual that does not complete the TDA-required training within thirty (30) calendar days following the date of TDA's grant of access under this Contract. TDA-required training may include legislatively mandated training.

11. SECURED TRANSMISSION

TDA data shall not be accessed from, stored at, or transported to, locations outside of the United States. Where applicable, encryption shall conform to or exceed Federal Information Processing Standard (FIPS) 140-2.

Backup media containing TDA data shall be encrypted at all times; and Transmission of TDA data across public networks shall be protected by encryption methods such as Virtual Private Network (VPN), Secure Shell File Transfer Protocol (SFTPS), or File Transfer Protocol (FTP) over Secure Socket Layer (SSL), Transport Layer Security (TLS), and File Transfer Protocol Security (FTPS). An acceptable and current TLS version forced must be used. Older TLS/SSL versions must be turned off.

12. DUTY TO DISCLOSE

If circumstances change or additional information is obtained regarding any of the representations and warranties or any other disclosure statements provided by Contractor subsequent to the date of this Contract, Contractor shall so inform TDA. Contractor's duty to disclose continues throughout the term of this Contract.

13. INVOICING

The Contractor can invoice at each of cost categories:

- a. Administration of each project, including staff time and effort. Selected vendor may bill on a monthly basis for services completed for each event listed in the SOW.
- b. Event venue and execution (location, audio rental equipment, glassware, etc.)
- c. Travel (vendor travel costs to attend events and handle on-site coordination)

The Contractor will submit detailed and accurate invoices for work performed.

The invoice will prominently display the PO number, include detail consistent with the project budget and deliverables, the acceptance date of the deliverables, the name and number of the contract manager for invoice questions, any discount for early payment, and any other information required by TDA.

SECTION VI. DELIVERABLES – TIMELINE | ACCEPTANCE CRITERIA | PERFORMANCE DOCUMENTATION

This section contains essential terms and conditions of the contract.

A. DELIVERABLES

- **Performance Plan:**

Contractor must provide an overall Performance Plan, outlining event-specific strategies and goals related to planning media events for the purpose of promoting Texas wines to relevant journalists, members of the media, social influencers, and other wine and viticulture professionals. Plan should include measurable goals for the overarching program and for each event.

- **Securing Venues in San Francisco, New York and Texas:**

Marketing Contractor will secure 'best value' facility in each host location and work with organizers to make sure that every venue detail and arrangement is complete; this includes staffing, availability, occupancy, food, beverages and everything needed to conduct successful Texas wine tasting (glasses, buckets, ice, coolers, decorations, tasting note materials).

- **Media Tour Expenses:**

Contractor will be responsible for negotiating prices, deposits and financial obligations into their proposal for themselves and providing that cost information to any attending winery. TDA staff and participating wineries would be responsible for their own expenses.

- **Recruitment:**

Marketing Contractor will work closely with TDA staff to recruit and invite all participating Texas wineries and provide them with event details for all three activities. This would include clear instructions on shipping and sampling wines in New York and California. Note: Marketing Contractor would also spearhead winery recruitment efforts for TDA's Texas reverse media tour in 2021.

Developing schedules, pitching stories, capitalizing on current trends, securing desk-side visits, conducting phone briefings and creating media briefing books will all be expected as part of the recruiting process.

- **Travel and Lodging Logistics:**

Marketing Contractor, along with TDA, will provide participating wineries with travel and lodging details/suggestions for attending the Texas wine tastings in New York, San Francisco and in Texas (location TBD).

- **Attendees and Media Guest:**
Marketing Contractor will be tasked with securing professional writers, free-lancers, bloggers, influencers, and members of the national wine media with extensive wine experience to attend these events. New York and San Francisco attendees will also be invited to Texas for TDA’s reverse wine media showcase in 2021.
- **Evaluate, Measure and Quantify Event Publicity Value.**
Marketing Contractor will track event articles and stories that are generated from every wine media event conducted. Once collected, the Marketing Contractor will deliver a report to TDA that will measure the ROI, effectiveness, and publicity value from each activity.

B. ACCEPTANCE CRITERIA

1. General Requirements

- a. All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel.
- b. Visual media must be aesthetically pleasing and embody the message in an acceptable manner.
- c. All document deliverables must be in formats (hard copy and electronic) as specified by TDA. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint, Adobe, Visio, etc.).
- d. Each deliverable will be complete when the TDA Contract Manager has approved in writing that the deliverable meets the acceptance criteria specified for that deliverable.

Deliverable #1 – [Proper Billing]

Description	Acceptance Criteria
Working with TDA staff, develop a list, recruit, and invite Texas Wineries to participate in media event(s)/tour. Provide participating wineries with event details for all three (3) events to include clear instructions on shipping and sampling wines in California and New York.	The Recruiting process should include: 1. Developing schedules 2. Pitching stories, capitalizing on current trends 3. Securing desk-side visits 4. Conducting phone briefings and current briefing media books

Deliverable #2 – Meetings

Description	Acceptance Criteria
Attend periodic status meetings where status reports are presented and discussed.	Provide periodic status reports (written and statistical) on <ul style="list-style-type: none"> • work performed, • projected dates of completion for scheduled events • recruitment of participants and media correspondence • draft agenda for events, including details of venues • Event wrap-up, lessons learned or other notable factors at the conclusion of each event

Deliverable #3 - San Francisco Media Event

Description	Acceptance Criteria
Conduct a media event in San Francisco, CA	Work meets the standards set in this Statement of Work.

Deliverable #4 – New York Media Event

Description	Acceptance Criteria
Conduct a media event in New York City, NY	Work meets the standards set in this SOW.

Deliverable #5 – Texas Winery Media Tour

Description	Acceptance Criteria
Conduct a media tour in Texas Wine Country	Recruitment of a diverse spectrum of wineries; recruitment of at least 4 media personalities; scheduling of 8 winery stops including tours, tastings and interview sessions.

TDA’s acceptance of work, including interim steps or completed deliverables, will be determined and documented as described in this subsection.

**ATTACHMENT 1:
EXECUTION OF OFFER, AFFIRMATION OF TERMS AND CONDITIONS AND PROPOSAL
PREFERENCES**

(The acceptances, acknowledgements, averments, certifications, conditions, mandates, provisions, references, requirements, and terms set out in this attachment 1 constitute the general terms and conditions of any contract resulting from this RFP, are and will be incorporated into any contract resulting from this RFP and made a part of such contract for all purposes.)

1. **Definitions.** The following words and terms shall have the following meanings, unless the context clearly indicates otherwise:
 - a. Agency – the Texas Department of Agriculture, sometimes referred to herein as “TDA.”
 - b. Contract Manager – the individual designated by Contractor or TDA with overall responsibility for managing any contract resulting from this solicitation. See “Project Manager” below. Either Party may designate one person to be both the Contract Manager and the Project Manager.
 - c. Contractor – a Respondent selected for an award pursuant to this Solicitation.
 - d. Include – include, includes and including are terms of inclusion and, where used in this Solicitation or resulting Contract, such terms shall be interpreted in accordance with their dictionary meaning and are deemed to be followed by the words “without limitation.”
 - e. Key Person or Key Personnel – the employee or employees designated in the Response who are responsible for the overall supervision and management of the activities, projects, services, tasks or work made the subject of this Solicitation and resulting contract, including the timely and satisfactory delivery or completion of the goods, services or work.
 - f. Parties – all signatories to any contract resulting from this Solicitation. Individual signatories may be referred to herein or a resulting contract as a “Party.”
 - g. Project Manager – the individual designated by Contractor or TDA with day to day responsibility for accomplishing the undertaking(s) made the subject of this Solicitation and resulting contract.
 - h. Respondent – an entity or person that submits an application, bid, offer, proposal, quote or response in reply to this Solicitation.
 - i. Response – an application, bid, offer, proposal or quote submitted in reply to this Solicitation.
 - j. Solicitation – the purchasing request made by TDA described and identified in this document, whether it be an Invitation for Bids (IFB), Quote Request, Request for Offers (RFO), Request for Proposals (RFP), Request for Qualifications (RFQ), or other form of purchase.
2. **References.** Unless explicitly stated otherwise, any references to “appendices,” “articles,” “attachments,” “exhibits,” or “sections” are deemed to be references to appendices, articles, attachments, exhibits, or sections of this Solicitation or resulting contract (if any). These General Terms and Conditions shall be automatically incorporated into any contract resulting from this Solicitation without further reference.
3. **Order of Precedence.** In the event of a conflict or inconsistency among the various documents making up any contract resulting from this Solicitation, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: (a) Signed Contract or Notice of Award; (b) Appendices, Exhibits or Attachments to the Contract or Notice of Award; (c) the Solicitation document and any questions and official responses; and (d) Contractor’s Response.
4. **Entire Agreement.** Any contract resulting from this Solicitation shall represent the entire understanding between the Parties with respect to its subject matter and shall constitute the entire agreement between the Parties, superseding and preempting any previous communications or agreements that may exist between the Parties.
5. **Federal, State and Local Tax and Withholding Requirements.** Contractor shall demonstrate on-site compliance with federal income tax laws including issuance of Form W-2s to employees. Contractor is responsible for federal and state unemployment insurance coverage and standard workers compensation insurance coverage. Contractor shall comply with all federal and state tax laws and withholding requirements. Neither TDA nor the State of Texas shall be liable to Contractor or its employees for any unemployment or workers compensation coverage, or federal or state withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor’s omission under or breach of this Section.
6. **Forms, Assurances, and Reports.** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal and state laws and regulations. TDA shall report any failure by Contractor that comes to TDA’s attention and may deny payment or recover payments in the event of noncompliance with this Section.
7. **Key Person or Key Personnel.** Contractor shall ensure that key persons or key personnel assigned to any contract resulting from this Solicitation shall remain available for the entirety of the project, service or work required by the contract, unless TDA agrees, in writing, to a change in the Key Person or Key Personnel.

8. **Federal Rules, Laws, and Regulations.** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to any contract resulting from this Solicitation, including:
 - a. Americans With Disabilities Act, 42 U.S.C. § 12101, and the regulations effectuating its provisions, as each may be amended from time to time;
 - b. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions;
 - c. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions;
 - e. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations; and
 - f. The Anti-Lobbying Act, 18 U.S.C. 1913 (prohibition against the use of federal grant funds to influence legislation pending before Congress), and the Byrd Amendment on government lobbying, 31 U.S.C. 1352 (prohibition against the use of federal grant funds to influence certain federal contracting and financial transactions).
9. **Protests.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation, evaluation or award of this or any other contract by TDA may submit a formal protest to TDA in accordance with Title 4, Part 1, Chapter 1, Subchapter Q of the Texas Administrative Code. The protest procedures contained in Subchapter Q shall be the exclusive method by which anyone may challenge any aspect of TDA's contracting process.
10. **Insurance.** Contractor represents and warrants that it will obtain and maintain for the term of any contract resulting from this Solicitation all insurance coverage required to ensure proper fulfillment of the contract and its liabilities thereunder. Contractor shall insure its motor vehicles used to fulfill its duties under the contract and require its subcontractors do the same. Such insurance shall comply with Texas statutory requirements and cover personnel being picked up or delivered in the performance of the contract. Contractor represents and warrants that all the above coverage will be obtained from companies that are licensed in the State of Texas, have an "A" rating from Best, and are authorized to provide the coverage. Contractor must provide at least 30 days written notice of its intent to cancel any insurance coverage required by the contract and provide immediate notice to TDA of replacement coverage. Further, all insurance required by the contract must include a waiver of all subrogation rights against TDA. Unless otherwise specified in this Solicitation or a resulting contract, Contractor must maintain insurance in the amounts specified below:
 - a. Workers Compensation and Employee Liability
Contractor must maintain Workers Compensation insurance coverage in accordance with the following statutory limits:
Employers Liability – Each Accident \$1,000,000
Disease – Each Employee \$1,000,000
Disease – Policy Limit \$1,000,000
 - b. Commercial General Liability Coverage
Contractor must maintain the minimum general liability insurance coverage as reflected below:
Bodily Injury and Property Damage
Each occurrence limit: \$1,000,000
Aggregate limit: \$2,000,000
Medical Expense each person: \$10,000
Personal Injury and Advertising Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
Products /Completed Operations Aggregate Limit: \$2,000,000
Damage to Premises Rented to You: \$50,000
11. **Invoicing.** Invoicing should be consistent with the accepted cost proposal. Invoices for goods are to be submitted within thirty (30) days after all ordered goods have been delivered and accepted. Invoices for services delivered for an hourly rate are to be submitted on the first business day of each month for the number of hours worked the previous month. Each invoice must clearly outline the number of hours worked on each item with a detailed description of the item billed. If the hourly rate varies by staff, the staff assigned to the item must be included. Invoices for services rendered on a flat or project rate are to be submitted within thirty (30) days after all services for the item or project have been delivered and accepted. Invoices should be submitted by email to Invoices@TexasAgriculture.gov with the TDA Purchase Order Number clearly indicated on the invoice. For payment in less than 30 days, the invoice must offer a discount for early payment.
12. **Payment Approval.** No payment can be made for work provided before a Purchase Order is issued. Payment is contingent upon receipt of all items required for proper invoicing and payment, including:

- a. W-9 – Contractor’s correctly completed W-9 form.
 - b. Texas Identification Number – Contractor’s State of Texas taxpayer identification number.
 - c. Delivery of the Goods; Completion of Services – Payment for goods or services described in any contract resulting from this Solicitation is contingent upon delivery and acceptance of the goods or satisfactory completion of the services. Acceptance or satisfaction will be determined by TDA, in its sole discretion. Unless otherwise stated, payment will be made upon submission of an invoice, properly prepared and certified, outlining expenditures and services by cost category. Invoices must include the contract number (if any), purchase order number, and Contractor’s Texas Comptroller of Public Accounts Texas Identification Number (TIN). The cost categories or services provided in the invoice must correspond with the cost categories or services detailed in the approved budget. The invoice must detail the activities, services or tasks completed during the billing period included in the invoice. Final payment is contingent upon satisfactory performance of all services or work required under the contract, or TDA’s acceptance of the goods made the subject of the contract.
 - d. Good Standing. In order for TDA to process payment under an invoice, Contractor must be in good standing with the Texas Comptroller of Public Accounts. Contractor may verify its account status at: <https://mycpa.cpa.state.tx.us/coa>.
 - e. Direct Deposit. The Texas Comptroller of Public Accounts encourages vendors to receive payment by direct deposit. To receive payments by direct deposit, contact your paying agency to obtain the form applicable to you.
13. **Prohibition of Text Messaging While Driving.** Federal grant recipients and their personnel are prohibited from text messaging while driving a government owned vehicle or while driving their vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13512, “Federal Leadership On Reducing Text Messaging While Driving,” effective October 1, 2009.
 14. **Antitrust Affirmation.** Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Contractor.
 15. **Buy Texas Affirmation.** In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
 16. **Child Support Obligation Affirmation.** Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
 17. **Computer Equipment Recycling Program.** Contractor certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
 18. **Dealing with Public Servants Affirmation.** Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.
 19. **Debts and Delinquencies Affirmation.** Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
 20. **Disaster Recovery Plan.** In accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to Agency the descriptions of its business continuity and disaster recovery plans.
 21. **Disclosure of Prior State Employment.** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Contractor certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Contractor has disclosed in its Response the following:
 - (i) the nature of the previous employment with Agency or the other agency;
 - (ii) the date the employment was terminated; and
 - (iii) the annual rate of compensation for the employment at the time of termination.
 22. **Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
 23. **Entities that Boycott Israel.** Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either

- (i) it meets an exemption criterion under Section 2270.002; or
 - (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Contractor shall state any facts that make it exempt from the boycott certification in its Response.
24. **E-Verify Program.** Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (1) all persons employed by Contractor to perform duties within Texas; and (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant the contract within the United States of America.
25. **Excess Obligations Prohibited.** Any contract resulting from this Solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.
26. **Excluded Parties.** Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
27. **Executive Head of a State Agency Affirmation.** Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Contractor represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract. If Contractor employs or has used the services of a former executive of Agency, then Contractor shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Contractor, and the date of employment with Contractor.
28. **False Statements.** Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.
29. **Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
30. **Foreign Terrorist Organizations.** Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
31. **Former Agency Employees.** Contractor represents and warrants that none of its employees including those authorized to provide services under the contract were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.
32. **Governing Law and Venue.** The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.
33. **Indemnification. (General)** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH TDA AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM TDA AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
34. **Indemnification. (IP)** CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) AGENCY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER

ITEMS PROVIDED TO AGENCY BY CONTRACTOR OR OTHERWISE TO WHICH AGENCY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT. CONTRACTOR AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH TDA AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM TDA AND THE OAG. IN ADDITION, CONTRACTOR WILL REIMBURSE AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR WILL PAY ALL REASONABLE COSTS OF AGENCY'S COUNSEL.

35. **No Conflicts of Interest.** Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
36. **Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
37. **Public Information Act.** Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
38. **Signature Authority.** By submitting the Response, Contractor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under any contract that may result from the submission of this Response.
39. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
40. **Suspension and Debarment.** Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
41. **Technology Access Clause.** Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, Contractor represents and warrants to Agency that the technology provided to Agency for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - providing equivalent access for effective use by both visual and non-visual means;
 - presenting information, including prompts used for interactive communications, in formats intended for non- visual use; and
 - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to,

keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

42. **Television Equipment Recycling Program.** Contractor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
43. **Terms and Conditions Attached to Response.** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
44. **Texas Bidder Affirmation.** Contractor certifies that if a Texas address is shown as the address of the Contractor on this Response, Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
45. **Agency's Right to Audit.** Contractor will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Contractor pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Agency and the State of Texas.
46. **American's With Disabilities Act.** Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing provisions, as each may be amended.
47. **No Assignment.** Contractor shall not assign its rights under the contract or delegate the performance of its duties without prior written approval from the Agency. Any attempted assignment in violation of this Section is void and without effect.
48. **Binding Effect.** The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.
49. **Change in Law and Compliance with Laws.** Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without the necessity of a written amendment, and shall become effective on the date designated by such law or by regulation.
50. **Damage to Government Property.** Contractor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Contractor shall notify the Agency in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under the contract.
51. **Disclosure of Interested Parties.** Contractor represents and warrants that if selected for award of a contract as a result of the Solicitation, Contractor will submit to Agency a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
52. **Discounts.** If Contractor at any time during the term of the contract provides a discount on the final contract costs, Contractor will notify Agency in writing ten (10) calendar days prior to effective date of discount. Agency will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.
53. **Drug-Free Workplace.** Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.
54. **Electrical Items.** All electrical items must meet all applicable OSHA standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
55. **Equal Employment Opportunity.** Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
56. **Federal Occupational Safety and Health Law.** Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).
57. **Force Majeure.** Neither Contractor nor Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as: (A) acts of God, acts or failure of government or governmental authorities, war, fires, explosions, hurricanes, tornadoes, floods, extreme weather, strikes, riots, civil disturbance or unrest, failure of transportation, or disruption of supply chain(s); or (B) acts, causes, circumstances, events and matters related to public health, whether local, state, regional, national or worldwide, including, without limitation, disease, epidemic, pandemic, viral or bacterial outbreaks, or contamination of or disruption to food or water supply. To constitute an event

of force majeure, the act, cause, circumstance, event or matter must: (i) directly result in damage, loss, harm, destruction, disruption or calamity to the party declaring an event of force majeure of such magnitude that a reasonably competent and prepared entity or individual could not be expected to continue operations or perform services under such circumstances; (ii) be beyond the reasonable control of the party declaring a force majeure; and (iii) be of such a nature that by exercise of due foresight the party declaring a force majeure could not be reasonably have been expected to avoid, and which, by the exercise of all reasonable diligence, such party is unable to overcome. The party declaring a force majeure shall provide at least seven days written notice to the nondeclaring party of the force majeure and the actions or remedies it is taking as a result of the force majeure. If either party is unable to continue operations or provide services as a result of a force majeure, only after providing notice of a force majeure as required by this section and making a legitimate effort to continue operations and/or provide services, such party may terminate this contract by providing written notice to the nondeclaring party. If this contract is terminated because of an event of force majeure, TDA shall be responsible for payment of only reasonable and customary charges for necessary services actually provided by Contractor up to the date of termination, not to exceed the sums specified in the contract.

58. **Immigration.** Contractor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.
59. **Independent Contractor.** Contractor acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Contractor and its personnel are not employees of the Agency or the State of Texas.
60. **Legal and Regulatory Actions.** Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Contractor or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractor's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Contractor represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract.
61. **License Grant (Simple).** Contractor hereby grants to Agency a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Contractor; and (b) to sublicense any or all such rights to third parties.
62. **Limitation on Authority.** Contractor shall have no authority to act for or on behalf of Agency or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of Agency or the State of Texas.
63. **Lobbying Prohibition.** Contractor represents and warrants that Agency's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.
64. **Media Releases.** Contractor shall not use Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without Agency's prior written approval. Agency does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without Agency's prior written consent, and then only in accordance with explicit written instructions from Agency.
65. **No Felony Criminal Convictions.** Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised Agency in writing of the facts and circumstances surrounding the convictions.
66. **No Implied Waiver.** No provision of the contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Agency as an agency of the

State of Texas or otherwise available to Agency. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to Agency by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

67. **No Quantity Guarantees.** Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.
68. **No Third-Party Beneficiaries.** The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.
69. **Permits, Certifications, and Licenses.** Contractor represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.
70. **Prompt Payment.** Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.
71. **Property Rights.** For purposes of the contract, the term "Work" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. Agency and Contractor Consider the Work and any and all documentation or other products and results of the services to be rendered by Contractor to be a work made for hire. Contractor and Contractor's employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of Agency. Contractor acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Agency. If for any reason the Work would not be considered a work-for-hire under applicable law, Contractor does hereby sell, assign, and transfer to Agency, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Contractor agrees to execute all papers and to perform such other property rights, as Agency may deem necessary to secure for Agency or its designee the rights herein assigned. In the event that Contractor has any rights in and to the Work that cannot be assigned to Agency, Contractor hereby grants to Agency an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon Agency's request, Contractor shall deliver to Agency all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. Contractor will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Agency.
72. **Records Retention.** Contractor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.
73. **Refund.** Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.
74. **Restricted Employment for Certain State Personnel.** Pursuant to Section 572.069 of the Texas Government Code, Contractor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for Agency involving Contractor within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015
75. **Secure Erasure of Hard Disk Capability.** All equipment provided to Agency by Contractor that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners,

multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

76. **Severability.** If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
77. **Sovereign Immunity.** The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.
78. **Subcontractors.** Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.
79. **Survival.** Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract: (a) that is expressly stated to survive any such expiration or termination; (b) that by its nature would be intended to be applicable following any such expiration or termination; or (c) that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.
80. **Taxes.** Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Agency will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. Agency shall not be liable for any taxes resulting from the contract.
81. **TDA Remedies and Liquidated Damages.** TDA may utilize the following remedies in the event Contractor fails to perform under a contract resulting from this Solicitation:
 - a. Upon initial breach or failure to perform, TDA will provide Contractor with written notice of same and give Contractor fourteen (14) calendar days to provide TDA with a corrective action plan (CAP) and cure the breach or failure to perform. At a minimum, the CAP must include the following items: (i) the cause of the breach or failure to perform; (ii) an outline of actions that will be taken to cure the breach or failure to perform; (iii) the expected outcome for each action; (iv) the date for completion of each action; (v) the individuals responsible for completion of each action; and (vi) all steps Contractor will take to ensure that there are no further breaches of Contract or failures to perform under the contract. TDA will provide Contractor with written acceptance or rejection of Contractor's CAP and cure within fourteen (14) calendar days after Contractor's completion of the cure. Failure to provide a CAP, or fully or properly complete a cure, as required by this Section 81.a, is a material breach of contract.
 - b. Upon a second breach or failure to perform, TDA will provide Contractor with written notice of same and give Contractor seven (7) calendar days to provide TDA a CAP that meets the requirements of Section 81.a above, and cure the breach or failure to perform. Additionally, TDA will withhold up to ten (10%) of all future payments due Contractor as liquidated damages for Contractor's breach, and as security for proper and timely performance of the contract. If Contractor fully and faithfully provides full, complete, and timely performance under the contract following said breach, TDA will release all sums withheld under this Section 81.b within thirty (30) days of closing out and winding up the contract. Further, TDA will provide Contractor with written acceptance or rejection of Contractor's CAP and cure within fourteen (14) calendar days after Contractor's completion of the cure. Failure to provide a CAP, or fully and properly complete a cure, as required by this Section 81.b, is a material breach of contract.
 - c. If Contractor fails to cure the breach or fails to perform within the designated cure period specified in Sections 81.a or 81.b above, or upon a third or subsequent breach or failure to perform, TDA may immediately terminate the contract upon written notice to Contractor. Further, all sums withheld by TDA under Section 80.b above will be retained by TDA as liquidated damages to offset TDA's costs and damages resulting from Contractor's breach or failure to perform.
 - d. Notwithstanding the graduated remedies schedule and liquidated damages specified above, in the event Contractor commits a material breach of contract, TDA reserves the right to immediately terminate the contract upon written notice to Contractor. A breach is material if: (i) Contractor completely fails to perform an activity, service or task required by the contract; or (ii)

the breach is substantial and prevents the contract from being completed or defeats the purpose of the contract.

82. **Termination for Cause or Convenience.** Agency reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if Agency determines that such termination is in the best interest of the agency or the state. In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Agency shall only be liable for payments limited to the portion of work Agency authorized in writing and which Contractor has completed, delivered to Agency, and which has been accepted by Agency. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. Agency shall have no other liability whatsoever to any person, party or entity, including for liability for any costs associated with the termination.
83. **Trademark License.** Agency hereby grants to Contractor, to the extent expressly provided by a written contract between the parties, for the term of the contract, a limited non-exclusive, royalty-free, non-assignable, non-transferable license to reproduce Agency's trademarks, as depicted and described in the contract, on published materials in the United States related to the performance of the contract, provided that such license is expressly conditional upon, and subject to, the following: (a) Contractor is in compliance with all provisions of the contract; (b) Contractor's use of the trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in the contract or as otherwise communicated in writing by the Agency; (c) Contractor takes no action to damage the goodwill associated with the trademarks, and refrains from any attempt to contest, attack, dispute, challenge, cancel and/or oppose Agency's right, title and interest in the trademarks or their validity; (d) Contractor makes no attempt to sublicense any rights under this trademark license; and (e) Contractor complies with any marking requests Agency may make in relation to the trademarks, including without limitation to use the phrase "Registered Trademark", the symbol "™", the registered trademark symbol "®" and/or any equivalent thereof.
84. **Trademark Ownership.** Contractor hereby acknowledges and agrees that the trademarks remain the exclusive property of Agency, that all right, title and interest in and to the trademarks is exclusively held by Agency, and all goodwill associated with such trademarks inures solely to Agency.
85. **Unfair Business Practices.** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
86. **Use of State Property.** Contractor is prohibited from using State Property for any purpose other than performing Services authorized under the contract. State Property includes, but is not limited to, Agency's office space, identification badges, Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Agency-issued software, and the Agency Virtual Private Network (VPN client)), and any other resources of Agency. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access Agency's network or e-mail while outside of the continental United States. Contractor shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for (i) all repair and replacement charges incurred by Agency that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Contractor's use of State Property that exceeds the contract scope. Contractor shall fully reimburse such charges to Agency within ten (10) calendar days of Contractor's receipt of Agency's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Agency under contract, at law, or in equity.
87. **Waiver of Consequential Damages.** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, ANTICIPATED OR OTHERWISE, OR LOSS OF REVENUES IN CONNECTION WITH OR ARISING OUT OF, OR IN CONNECTION WITH, THE SUBJECT MATTER OR THE PERFORMANCE OF THIS CONTRACT.
88. **Transition.** Contractor represents and warrants that at the expiration or termination of a contract resulting from this Solicitation, Contractor shall assist with and fully cooperate with TDA in transition of data, deliverables, documentation, reports and services to TDA or a new provider. Data,

deliverables, documentation and reports shall be delivered in a form and manner acceptable to TDA. This obligation shall survive the termination or expiration of a contract resulting from this Solicitation and shall be a continuing obligation of the contract until Contractor has fully complied with all transition obligations required by this Section. Additionally, this transition obligation shall not be subject to additional costs or fees of any kind and shall be provided by Contractor at no cost to TDA or the State of Texas.

89. Check below if preference is claimed under 34 TAC § 20.306.

- Supplies, materials or equipment: Produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by Texas bidders
- Products offered by Texas Bidder owned by a Texas resident service-disabled veteran
- USA Produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, re-manufactured, or environ-sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

90. Binding Offer and Effect of TDA Acceptance. By submitting a Response to this Solicitation, if such Response is not withdrawn prior to the time for opening offers arrives, Contractor understands and agrees that it is making a firm offer to enter into a contract, which firm offer may be accepted by TDA and which will result in a binding contract.

(Respondent must initial and date here to show agreement)

91. Capital Outlay. If Contractor purchases capital outlay, such as furniture or equipment, to accomplish the contract project, title will remain with Contractor for the period of the contract. TDA reserves the right to transfer capital outlay items for contract noncompliance during the contract period, or if the items are needed after expiration or termination of the contract. This provision applies to furniture or equipment purchased by Contractor for the performance of the contract, regardless of price or how the item is classified in Contractor's accounting record.

Notices. Delivery of Written Notices. Any notice required under a contract resulting from this Solicitation shall be in writing and shall be addressed to the receiving party at the address specified in the notice of award. The notice shall be deemed to have been given immediately if delivered in person or by electronic transmission. If notice is given through the United States Postal Service, notice shall be deemed to have been given five days following the date the notice is deposited with the United States Postal Service, postage prepaid, for delivery by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified in the notice of award or otherwise specified by Contractor in accordance with Section 91.b below.

92. Change of Address. Contractor shall notify TDA's Contract Manager in writing of any change in the contact person or address for delivery of notices within ten (10) calendar days of the date of such change. **Change of Address.** Respondent shall notify TDA's Contract Manager in writing of any change in the contact person or address for delivery of notices within ten (10) calendar days of the date of such change. Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

93. Abortion Provider and Affiliate Transactions Prohibited. Respondent represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2272.003 of the Texas Government Code and that payment by Agency to Respondent and Respondent's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.

Failure to sign will disqualify the proposal.

Company

--

Physical Address

--

**Website
Address**

--	--	--

Name

--

Phone

--

Title

--

Email

--

--

Signature

Date

ATTACHMENT 3: KEY CONTRACTING PERSONS DISCLOSURE STATEMENT

Identification of a Key Persons relationship does not prohibit contracting, but allows the Texas Department of Agriculture to manage the contracting process with greater transparency.*

Purchase Order:

Contract Number:

Vendor:

KEY CONTRACTING PERSONS:

Texas Department of Agriculture policy defines Key Persons as those who have a reasonable expectation of participating in the solicitation, preparation, management, oversight, or enforcement of a contract. Participation is defined as having authority to make recommendations and decisions of serious import to the contracting process, whether or not that authority is exercised.

DISCLOSABLE RELATIONSHIP:

Texas Department of Agriculture policy defines a disclosable relationship as having done business with a Key Person within 2 calendar years prior to the deadline for responding to the agency's solicitation, or as having a familial relationship with a Key Person.

DOING BUSINESS WITH:

For purposes of the Key Persons policy, a person or company responding to a formal solicitation has done business with a Key Person if within 2 years prior to the contract solicitation date, the person or company responding to the solicitation:

- Paid or received in money or valuable thing worth more than \$500 in the aggregate in a calendar year, in exchange for personal services or the purchase of any property or property interest, either real or personal, either legal or equitable, or
- Loaned or received a loan of money or goods or otherwise created any legal obligation or debt with a value of more than \$500 in the aggregate in a calendar year.

Any retail transaction for goods or services sold or provided to a Key Contracting Person at a posted, published, or marked price available to the public is not required to be disclosed under this Key Persons Disclosure policy.

Position Held	Person Holding Position
Commissioner	Sid Miller
Deputy Commissioner	Jason Fearneyhough
Assistant Commissioner, Policy & External Relations	Walt Roberts
Assistant Commissioner, Trade & Business Development	Dan Hunter
Assistant Commissioner, Consumer Protection, Enforcement & Border Security	Terry Keel
Assistant Commissioner, Food & Nutrition	Angela Olige
General Counsel	Tim Kleinschmidt
Chief Financial Officer	Shirley Beaulieu
Chief Information Officer	Ruben Sanchez, Interim
Internal Auditor	Zoi Kondis
Deputy General Counsel/Ethics Officer	Susan Maldonado
Deputy General Counsel	Stephen Dillon
Deputy General Counsel	David Castillo
Assistant General Counsel	William "Clay" Harris
Assistant General Counsel	Skyler Shafer
Assistant General Counsel	Lisa Hoyt
Assistant General Counsel	Suzanna Esparza
Procurement & Contracting Office Director	April Bacon
Sr. Purchaser	Segundo Sanchez
Sr. Contract Specialist, Purchasing	Vacant
Purchaser	Jeffrey Trevathan
HUB/MWBE Coordinator	Vacant
Budget & Financial Reporting Director	Vacant
Accounting Director	Irma Rodriguez
Accounting Manager	Ann Martinez

Contracting Program Area Participants/Key Persons

Name	Procurement/Contract Role	Division

Select the response below that most accurately describes the relationship of the proposing company/team to TDA employees listed above.

- Vendor is not doing business and has not done business during the 24 month period immediately prior to the date on which this proposal is due with any key person.
- Vendor is doing business or has done business during the 24 month period immediately prior to the date on which this proposal is due with the following key persons, and attests that these listed below are the only such key persons.

1. _____
2. _____
3. _____

These named persons will not create a conflict of interest in the solicitation or contracting processes because _____

20. *The agency cannot contract with a vendor if any of the following persons have a financial interest in the vendor’s business:

- *Commissioner*
- *Deputy Commissioner*
- *General Counsel*
- *Assistant Commissioners*
- *Chief Financial Officer*
- *Procurement Director*
- *Procurement Staff*
- *A family member related to a person listed above within the second degree of blood or marital relationship.*

21. Financial interest means a state agency employee or official who:

- *owns or controls, directly or indirectly, at least 1% in the business, including the right to share in profits, proceeds, capital gains, or*
- *could reasonably foresee that a contract could result in a personal financial benefit.*

SIGNATURE AND DATE

I hereby attest that all information provided is complete and accurate to the best of my knowledge. I acknowledge my responsibility to submit promptly a new or amended disclosure statement if any of the above information changes during the course of the solicitation or contract if awarded to me or the company I represent.

Vendor
Signature:

Date:

Printed Name & Company Represented:

ATTACHMENT 4: FINANCIAL AND ORGANIZATIONAL CAPACITY

UNDER ANY NAME OR BUSINESS ENTITY:

A. During the past **three (3) years**, has the Contractor failed to file or pay any tax returns required by federal, state, or local tax laws?

No

Yes, with explanation:

B. Within the past five (5) years, has the Contractor

1. Received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

No

Yes, with explanation:

1. Had any liquidated damages assessed over \$25,000?

No

Yes, with explanation:

2. Had any liens or judgments over \$25,000 filed against the company, other than UCC filings, which have not been discharged?

No

Yes, with explanation:

C. In the last seven (7) years, has the Contractor initiated or been the subject of any bankruptcy proceedings, or is any bankruptcy proceeding pending?

No

Yes, with explanation:

D. The State of Texas regulates the timing of payments. Payment cannot be made before goods are received or services rendered and have been accepted. The State has 30 days after receipt of a correct invoice to make payment. Earlier payment is contingent upon offering an early pay discount. Does the Contractor have sufficient resources available to perform as contracted notwithstanding the state's payment process?

Yes

No, with explanation:

ATTACHMENT 5

RFP #551-21-0804

Texas Wine Promotional Media Tours Campaign

**Questions and Answers during Proposal Submission
(This form for sending Questions to the procurement office during the
Questions and Answer period)**

No.	Reference Corresponding RFP Section number	Contractor Questions
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

ATTACHMENT 6: SPECIAL PROVISION C - LOBBYING CERTIFICATION

CERTIFICATION FOR CONTRACTS, GRANTS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub- grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Signatory Name/Title

Authorized Signature

Date

Chief Financial Officer or Designee Name/Title

Chief Financial Officer or Designee Signature

Date:

**ATTACHMENT 7: SPECIAL PROVISION B - DEBARMENT AND
SUSPENSION CERTIFICATION**

(REQUIRED FOR ALL FEDERALLY FUNDED CONTRACTS)

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions on Page Two Before Completing Certification)

A. The prospective lower tier participant certifies, by submission of this contract or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract or proposal.

Organization Name

Authorized Signatory Name/Title

Authorized Signature

Date:

Instructions for Certification Debarment and Suspension

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 8: DATA SECURITY REQUIREMENTS

1. Ensure rigorous and robust data security. This will extend to the Contractor's configuration of its infrastructure and deployment of data analytics that delivers all of the functionality listed below and adheres to the Data Security requirements described in the Proposal Content section of this RFP:
 - a. meets security requirements outlined in NIST SP 800-53 and meets all FISMA requirements to protect all PII;
 - b. provide monthly update, scanning, and vulnerability reports to TDA's IT department describing all incidents;
 - c. report any breach of systems immediately and according to TDA's incident response requirements (report within 24 hours, resolve within 72 hours);
 - d. provide an itemized list of individual(s) whose personally identifiable information (PII) has been compromised according to federal statutes and as defined in OMB Circular A-130(PII), A-133 (audit requirements);
 - e. when processing payments adhere to the Payment Card Industry Data Security Standard;
 - f. all PII data is encrypted when stored or transmitted and only transmitted via VPN network connections;
 - g. password standards that include: 10 characters minimum requirement: two uppercase, two lowercase, at least one number and one special character and salted hash passwords;
 - h. ensure certificate authentication for HTTPS on port 443 (SSL).
 - i. The Contractor's hardware infrastructure and software configuration must:
 - be FIPS 140-2 compliant;
 - be OWASP compliant for the web application that is client facing.
 - j. The Contractor will:
 - provide quarterly security reports to TDA's Information Security Officer describing maintenance plans, backups, vulnerability tests, penetration tests, SOC1 reports, change management reports that include operating system updates, and system updates
 - provide proof of background checks for all Contractor personnel whose responsibilities include managing and having access to PII, (this includes contractors that may have services subcontracted, i.e. vendor-awarded contract third parties);
 - provide lists of all embedded devices or modules for securing applications and ensuring data security when stored on devices;
 - provide annual updated security plan outlining the Contractor's security processes and that includes diagrams for its database infrastructure;
 - ensure data encryption that is AES 256-bit compliant for applications
 - provide network diagrams;
 - provide disaster recovery plan
2. In the event of any security issue the Contractor must email Wesley Williams (TDA's Information Security Officer), at Wesley.Williams@TexasAgriculture.gov, and Mr. Segundo Sanchez, Sr. Contract Specialist, at segundo.sanchez@TexasAgriculture.gov.
3. The Contractor must provide vulnerability reports to the Contract Manager and ISO by the first business day of every quarter (90 days) throughout the term of the contract and any renewal options.

Vulnerability Assessment and Penetration Testing (VAPT) provides enterprises with a more comprehensive application evaluation than any single test alone. Using the Vulnerability Assessment and Penetration Testing (VAPT) approach gives an organization a more detailed view of the threats facing its applications, enabling the business to better protect its systems and data from malicious attacks.

Vulnerabilities can be found in applications from third-party vendors and internally made software, but most of these flaws are easily fixed once found. Using a VAPT provider enables IT security teams to focus on mitigating critical vulnerabilities while the VAPT provider continues to discover and classify vulnerabilities.

- Outline vulnerability management policy.
 - Discover existing vulnerabilities.
 - Analyze current level of security and rank vulnerabilities by threat level/remediation actions required.
 - Mitigate the causes of vulnerabilities.
 - Maintain security through ongoing testing and discovery.
4. The Contractor must provide its disaster recovery plan annually and by the first business day after September 1st of every year of the contract to the Contract Manager and TDA’s ISO.
 5. The Contractor must provide a Service Organization Controls Report (SOC 2 – type 2) annually and by the first business day after September 1st of every year of the contract to the Contract Manager and TDA’s ISO.

The Service and Organization Controls (SOC) 2 Report will be performed in accordance with AT-C 205 and based upon the Trust Services Criteria, with the ability to test and report on the design (Type I) and operating (Type II) effectiveness of a service organization’s controls (just like SOC 1 / SSAE 18). The SOC 2 report focuses on a business’s non-financial reporting controls as they relate to security, availability, processing integrity, confidentiality, and privacy of a system.

Vulnerabilities Monthly Report Template Common Vulnerabilities and Exposures Monthly Report				
Update or Vulnerability Name	Description	Fix or Patch Information	Date Mitigated	Comments
Example: MS Remote Desktop could allow execution remote code vulnerabilities	Example: Fixed remote code execution vulnerabilities in the remote desktop protocol. If exploited, an attacker could run arbitrary code on the target system, then install programs, view, change, etc.	Example: KB2621402 ,64 bit, Win 7		

ATTACHMENT 9: COST PROPOSAL/SCHEDULE

RFP/Requisition Number: 551-00804

Texas Wine Media Tour

Contractor Name _____

Organization Contact Name _____

Beginning and Ending Dates of Project: _____ to _____

	Billing Classification	Rate/Fee
001	Administration of each project, including staff time and effort. Selected vendor may bill on a monthly basis for services completed for each event listed in the SOW.	
002	Event venue and execution (location, audio rental equipment, glassware, etc.)	
003	Travel (vendor travel costs to attend events and handle on-site coordination) Provide additional details below.	
	TOTAL All COSTS	

Travel Details:	
Please provide details for each event being coordinated, including:	
1. Number of people traveling: _____	
2. Number of nights: _____	
3. Total Estimated (transportation, lodging, meals, incidentals): _____	

TDA will make payment upon Contractor's satisfactory performance of services/completion of tasks and upon submittal of properly prepared and certified invoices/expenditure reports.

By signing this exhibit, Contractor certifies that the costs are accurately and fully presented.

SIGNATURE: _____
PRINT NAME: _____
TITLE: _____
TELEPHONE: _____
DATE: _____
E Mail: _____

ATTACHMENT 10: HUB SUBCONTRACTOR PLAN (HSP)

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