



TEXAS DEPARTMENT OF AGRICULTURE  
**COMMISSIONER SID MILLER**  
Texas Department of Agriculture (TDA)  
Purchasing and Contracting Office  
1700 N. Congress Avenue  
Austin, Texas 78701

SOLICITATION NUMBER	TYPE OF SOLICITATION	Solicitation Posting Date
5510000600	Request for Proposal	Monday, April 14, 2025

**Farm Fresh Media Campaign**

Respondent must submit sealed response no later than 3:00 PM CST on Monday, May 12, 2025, to the following address: <a href="mailto:bidroom@texasagriculture.gov">bidroom@texasagriculture.gov</a>	For information contact:  Elizabeth Shane <a href="mailto:elizabeth.shane@texasagriculture.gov">elizabeth.shane@texasagriculture.gov</a>
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**RESPONDENT COMPLETE THIS TABLE**

ACKNOWLEDGMENT OF ADDENDA: (Respondent acknowledges receipt of Solicitation addenda and related documents)	Addendum Number	Addendum Date
Respondent Contact Information:	Business/Entity Name:	
	Business/Entity Address:	
	Business/Entity Phone:	
	Business/Entity Email:	
Name and Title of Authorized Representative		
Signature of Authorized Representative		
Response Submission Date:		

**CERTIFICATION, DISQUALIFICATION, AND REMEDIES.** The Respondent must submit its response electronically to [bidroom@texasagriculture.gov](mailto:bidroom@texasagriculture.gov) on or by the due date and time posted on the Electronic State Business Daily (ESBD).

**ATTENTION:** It is the responsibility of interested parties to periodically check the above method for updates to this solicitation prior to submitting a response. The Respondent's failure to periodically check the method above will no way release the selected Respondent (Vendor) from "addenda or additional information" resulting in additional costs to meet the requirements of this solicitation.

By signing this document, Respondent represents and warrants that all statements, certifications, and information submitted in response to this solicitation are true, current, complete, and accurate. Failure to sign will disqualify response. TDA may pursue and enforce any available remedies against the Respondent for making false statements, including disqualifying the Respondent's response, immediately cancelling any Contract awarded to Successful Respondent, or recommending State of Texas debarment.

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# **SECTION I – INTRODUCTION AND STATEMENT OF WORK**

## **1 INTRODUCTION**

The Texas Department of Agriculture (TDA), an agency of the State of Texas, issues this Request for Proposal to solicit responses from qualified Respondents to create, establish, publish, and maintain, media campaign services under the direction and supervision of the Food & Nutrition (F&N) Division, as described in Section I in this Solicitation. TDA's objective is to obtain the services that represent the best value for TDA and the State of Texas, according to the terms and conditions of this Solicitation.

TDA is seeking a media firm to plan and execute a comprehensive (full conceptualization, planning, and implementation) media campaign that includes, but is not limited to, billboard, digital, radio and television public service announcement spots, as well as targeted email communication, for the 2025 Farm Fresh Campaign. Placement of advertisements should reach the target audience as it is defined by TDA, creating a personal connection, and eliciting action.

## **2 BACKGROUND**

Established by the Texas Legislature in 1907, TDA was created to gather statistics on crops and livestock and to educate farmers on advanced farming methods and practices. Over time, TDA's responsibilities expanded significantly, including the absorption of the Texas Department of Rural Affairs and the State Office of Rural Health in 2011.

Today, TDA performs a wide variety of regulatory, nutrition, economic development, and marketing activities, such as:

- 1) Regulating the production and transport of agricultural commodities and reviewing commodity board budgets
- 2) Administering numerous federal and state nutrition assistance programs for children and adults
- 3) Regulating agriculture-related activities in the marketplace to protect consumers, such as retail package content and weighting device calibration and the registration and use of agricultural, residential, and commercial site pesticide applications.
- 4) Providing financial assistance for agribusinesses and rural enterprises, rural healthcare facilities, and community infrastructure projects to promote economic development in rural Texas and
- 5) Promoting Texas agricultural and rural products locally, nationally, and internationally.

The Food and Nutrition Division of TDA has established various engagement initiatives that promote student participation in promoting the National School Lunch Program as well as a statewide initiative that encourages Texas schools, childcare centers, and summer feeding programs to incorporate local products into United States Department of Agriculture (USDA)-Food and Nutrition Services (FNS) federal program meals and connect children with local agricultural products and producers. Key initiative activities include:

- Extending outreach to stakeholders
- Providing training and technical assistance
- Developing resources related to the Texas Farm Fresh Initiatives for child nutrition programs
- Increasing participation in the Texas Farm Fresh Initiative Network

Additional information about the Texas Farm Fresh Initiative is available at:

<https://www.squaremeals.org/FandN-Resources/Texas-Farm-Fresh>

### 3 LEGAL AUTHORITY

This Solicitation is issued pursuant to TDA's authority in Chapter 12 of the Texas Agriculture Code and pursuant to Texas Government Code, Chapter 2156, Subchapter C, Sections 2156.121 – 2156.127. Pursuant to Section 2155.131 of the Texas Government Code and Texas Administrative Code, Title 34, §20.82, as applicable, competitive sealed proposals must be received before the deadline set forth below in this Solicitation.

### 4 DEFINITIONS

The words and terms listed below have the following meanings unless the context clearly indicates otherwise. These definitions apply to this Solicitation, including the terms and conditions attached to the Solicitation, and any contract entered by the parties resulting from this Solicitation.

- **Addendum** means a written clarification or revision to the Solicitation issued by the TDA. Respondents must acknowledge receipt of any addenda in the submission of the response.
- **Administrative Review (AR)** means a compliance review of a federal program funded by the USDA.
- **Amendment** means the final written agreement signed and dated by TDA and Respondent(s) selected for an award resulting from this Solicitation after the effective date of the Contract, which amends, changes, extends, modifies or revises the Contract.
- **Business Days** means Monday through Friday except for federal, state, and legal holidays observed by the State of Texas.
- **Centralized Master Bidders List** is a public website comprised of businesses interested in contracting with the state and maintained by the Texas Comptroller of Public Accounts (CPA). It can also be used by the vendor community to identify historically underutilized businesses.
- **Contract** means the final written agreement signed and dated by TDA and the respondent(s) selected for an award as a result of this Solicitation, and includes the Solicitation and all attachments, the proposal(s) of any respondent(s) selected for an award, any appendices, final proposals, amendments to the Solicitation, schedules, or special provisions incorporated into the contract. This term also includes a purchase order. Purchase order is a legal document between two parties to purchase and sell commodities and services.
- **Contract Manager** means a person designated by TDA or Vendor 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.
- **Contracting Entity (CE)** means an agency or organization that is under an agreement with TDA to receive nutritional assistance.
- **Contractor** means an entity or individual selected for an award resulting from this Solicitation and that enters into a Contract to complete the scope of work described in this Solicitation and the Contract.
- **Days** means calendar days unless otherwise specified.
- **Effective Date** means the date TDA's Deputy Commissioner or duly authorized designee signs and dates a Contract resulting from this solicitation.
- **Electronic State Business Daily (ESBD)** means the public website for posting state contracting opportunities managed by the CPA.

- **Historically Underutilized Business (HUB)** as defined by Chapter 2161 of the Texas Government Code.
- **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 created or resulting from this Solicitation. 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.
- **Project** means the purpose, result, or work to be accomplished as a result of the Contract.
- **Project Manager** means the person assigned by TDA or Vendor that is responsible for managing the day-to-day work of the Contract.
- **Proposal** means a response submitted to TDA as a result of this Solicitation.
- **Respondent** means an entity or individual that submits a proposal or offer in response to this Solicitation.
- **Response** means any bid, proposal, or offer submitted to TDA in response to this Solicitation.
- **Scope of Work or Statement of Work (SOW)** means the deliverables, services and work set out and defined in the Contract and described in this Solicitation.
- **Serious Deficiency** means the status of an institution determined by the state agency to be non-compliant in one or more aspects of its operation of the program.
- **Solicitation** means this **REQUEST FOR PROPOSAL (RFP)** .
- **Vendor** means the respondent awarded a contract resulting from this Solicitation.
- **TDA** means the Texas Department of Agriculture. TDA may also be referred to as the "Department."
- **USDA** means the United States Department of Agriculture.

## 5 SCOPE OF WORK/SPECIFICATIONS

TDA is seeking a **proposal(s)** from respondents to (full conceptualization, planning, and implementation) media campaign that includes, but is not limited to, billboard, digital, radio and television public service announcement spots, as well as targeted email communication, for the 2025 Farm Fresh Campaign. TDA will oversee all performance of services, as further described in this Solicitation.

Placement of advertisements should reach the target audience as it is defined by TDA, creating a personal connection, and eliciting action. The selected respondent (Vendor) shall provide all services customarily performed by a media agency to successfully plan and implement a comprehensive media campaign, including, but not limited to, developing a media plan to reach outlined goals, developing placement schedules, negotiating pricing; purchase/place spots, creative development (as identified), and maintaining records and reconciling appropriate reports for the campaign. Some creative services are also required, as outlined in this RFP. TDA has the authority to lead on ideas and for Vendor to advise and/or follow TDA's planning. Vendor must be open to feedback and criticism and implement it in its strategy. TDA has final signature authority on all project strategies and ideas. Respondents will be required to provide TDA with the deliverables specified in this RFP and as agreed upon under any contract(s) resulting from this solicitation.

### 5.1 GOALS AND OBJECTIVES

The goal of this RFP is to find new creative ways to promote the TEXAS Farm Fresh Initiative, encourage a Farm Fresh generation that is connected to Texas Agriculture, and emphasize local Texas products to support a Homegrown & Healthy Texas. The goal of this program is to bring awareness and empower Texas Producers and Child Nutrition Program Operators to incorporate local Texas products into Texas schools, childcare centers, and summer feeding programs participating in USDA-Food and Nutrition Services federal nutrition programs.

### 5.2 DELIVERABLES

Key		
No.	Performance Measure	Vendor to provide
1	Overall Farm Fresh Campaign	<ul style="list-style-type: none"><li>▪ Recommended list of Designed Market Areas (DMA)</li><li>▪ Listenership analysis of the targeted demographic in the recommended DMAs</li><li>▪ Market value assessments (weights of market)</li><li>▪ Recommended radio and television station list within proposed DMA</li><li>▪ Number of spots/ads placed on each media channel, including a breakdown for each recommended DMA</li><li>▪ Recommended vehicle mix for example: traditional media, radio and television</li><li>▪ Recommended day mix</li><li>▪ Recommended flight dates</li><li>▪ Per-flight objectives</li><li>▪ Proposed (realistic) bonus weight</li><li>▪ Per-day part, per-market planning CPPs</li><li>▪ Estimated per-market, per-day part and per-flight budgets</li><li>▪ Creativity, forward thinking, and overall effectiveness</li><li>▪ Any additional plan/buy recommendations</li><li>▪ Designated marketing areas</li></ul>
2	Awareness Challenge	<ul style="list-style-type: none"><li>▪ Market planning to increase awareness for the Texas Farm Fresh Initiative media campaign.</li><li>▪ TDA is looking for the best recommendation, keeping the following questions in mind:</li></ul>

No.	Key Performance Measure	Vendor to provide
		<ul style="list-style-type: none"> <li>○ What is the Texas Farm Fresh Initiative?</li> <li>○ How does the Texas Farm Fresh Initiative benefit Texans and local communities?</li> <li>○ What is the Farm Fresh Challenge?</li> <li>○ How does TDA support local foods in child nutrition programs and Texas agriculture? How can a farmer or rancher sell local foods to schools and connect students to Texas agriculture?</li> <li>○ How can students engage with Texas agriculture through child nutrition programs and other TDA initiatives?</li> </ul>

The goal of this Solicitation is to obtain services from a Vendor who will provide turnkey operations for ARs/PRs for the school nutrition programs and other food programs administered by TDA.

### 5.3 REPORTING REQUIREMENTS

The Vendor will maintain records, collect data, and provide reports as requested by TDA. Any reports requested will be submitted via e-mail to designated TDA staff. TDA may utilize these reports as part of its review and oversight of Vendor's performance.

#### Vendor shall:

1. Provide status reports on a timetable agreed upon by TDA and the Project Manager. Initial meeting will determine milestones and milestones due dates.
2. Status reports will be required at the completion of agreed upon milestones or upon milestone due dates. Contractor's Project Manager must attend these status meetings to debrief on any issues or concerns.
3. Meetings are required before any changes to scope or elements of project are made by Contractor to ensure TDA approval of such changes. Changes must be made in writing and approved by TDA.

#### Reporting Delivery Requirements

Documentation of the work must be provided in hard copy and one of the standard electronic formats specifically xls,xlsx, docx, jpeg, and pdf. If an electronic copy is secured for confidentiality, TDA must be given the password(s).

### 5.4 PROJECT CALENDAR (IMPLEMENTATION)

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 within Respondent's proposed price.

### 5.5 PROJECT PLAN – PRICE TO VALUE/BEST VALUE

While price is not the sole deciding factor, TDA expects the cost proposal to be based on the best 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 draft Project plan detailing how Respondent will provide or implement the requirements of this Solicitation must be included within Respondent's response. The draft Project plan must detail how Respondent would address the following:

- A description of the project organization
- A breakdown and detailed description of the different reviews/deliverables of the Project
- Expected dependencies that exist within the Project plan.
- A schedule and work plan for the different deliverables of the Project
- Any dependencies, caveats, or risks associated with the schedule
- The methodology Respondent will employ to ensure the schedule for each milestone is met

## **6 INVOICING AND PAYMENT**

The following procedures apply to invoicing and payment in addition to those listed in "***Exhibit A, Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences***".

### **6.1 INVOICE SUBMISSION**

Vendor must submit invoices electronically to Texas Department of Agriculture, Accounts Payable, [invoices@texasagriculture.gov](mailto:invoices@texasagriculture.gov), or mail to P.O. Box 12847, Austin, TX 78711-2847.

### **6.2 INVOICES MUST INCLUDE:**

- Name of Vendor exactly as shown on the contract, Texas Identification Number (TIN), and correct "Remit to" address
- Receiving entity name
- Contract/Purchase Order number.
- Description, quantity, unit of measure, unit price, extended price of each item
- Total price
- Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice and
- Attach supporting documentation, if required.

### **6.3 PAYMENT:**

- Payment will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payment normally will be made to Vendor within thirty (30) days after receipt of a properly prepared invoice or the receipt of and the acceptance of services ordered, whichever is later. State agencies are required by Chapter 2251 to pay properly submitted invoices within thirty (30) days or Vendor may charge a late payment fee established by law. Any contract resulting from this Solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.
- Under no circumstances shall TDA be obligated to make any payment (whether a progress payment or final payment) to Vendor, if any of the following conditions exists:
  - a. Vendor is in breach of the Contract.
  - b. Any portion of a payment is for services that were not performed in accordance with this Contract provided, however, payment shall be made for those services which were performed in accordance with this Contract.
  - c. Vendor has failed to make payments promptly to consultants or other third parties used in connection with services for which TDA has made payment to Vendor and
  - d. If TDA, in good faith, determines that the balance of the unpaid fees is not sufficient to complete the services in accordance with this Contract or if Vendor has failed to achieve a level of performance necessary to maintain the project schedule. No deductions shall be made from the Vendor's compensation on account of liquidated damages or other sums withheld from payments to other Vendors or on account of the cost of changes in the work other than those for which Vendor may be liable.
  - e. Payments for services purchased with state appropriated funds will be made through state warrants issued by the CPA. Payments by qualified ordering entities will be made through the entities' local payment system.
  - f. Any additional expenses incurred by Vendor are the responsibility of Vendor and will not be paid by TDA.
  - g. TDA will not pay any per diem, travel, hotel, equipment, phone calls, paper, reproduction services, office space, or other incidental expenses related to performing the services required by the Contract.

## **7 PERFORMANCE AND SERVICE LEVEL EXPECTATIONS**

### **7.1 TDA RESPONSIBILITIES**

TDA will 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. TDA's Project and Contract Manager shall be responsible for the following tasks:

#### **A. Monitor Contractor's Performance**

1. Review and approve invoices confirming receipt and completion of vendor services,
2. Provide written confirmation of acceptance or rejection at the completion of deliverable review, and

3. Performance reports should reflect the analytics of each TV show/program with TDA advertisements included.

## **B. Communication**

1. Contact Contractor via telephone, email, or web to meet the approved schedule;
2. Provide contact information for TDA staff with responsibilities under the Contract; and
3. Make available appropriate individuals with reasonable notice for the circumstances requiring the staff member.

## **7.2 VENDOR RESPONSIBILITIES**

The Vendor shall be responsible for planning, leading, and executing the work activities that are required for the completion of the Project. TDA will oversee the Vendor's Project and Contract Manager shall be responsible for the following tasks:

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 participants
3. 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);
4. Proofread all outgoing messages
5. Maintain a project management log of issues and resolution
6. Escalate issues quickly that impact deliverables
7. Respond within 48 hours to a TDA communication of medium importance and within 24 hours to a communication of high importance
8. Demonstrate to TDA for deliverable acceptance that all requirements have been met and when opportunity arises, propose solutions that can result in cost savings
9. Exhibit respect and courtesy at all times
10. Perform duties with integrity
11. Be professional in actions and appearance while interacting with all internal and external customers
12. Maintain professional working relationships with TDA with a motivating, innovative, and promoting positivity
13. Attend all scheduled meetings

### **A. Project Plan**

Present the proposed project plan for approval. Maintain the approved project plan throughout the project year, identifying potential deviations from the plan and notifying TDA's point of contact with a solution to stay on schedule.

### **B. Project Management**

1. Dedicate a project manager and contract manager or assign both duties to a single

staff member. Provide the name of the team member responsible.

2. Maintain a project management log of issues and resolution, to include resolution by change order or amendment. Share log weekly.
3. Establish detailed timelines and deliver on or before scheduled milestone dates as outlined in the project timeline approved by TDA.
4. Facilitate, lead, and participate in planning meetings as scheduled by the selected TDA representative.

## **8 INFORMATION SECURITY REQUIREMENTS**

Vendor shall adhere to the Texas Department of Information Resources (DIR) Information Resources Security and Risk Management Policy, Standards and Guidelines as published in Texas Administrative Code, Title 1, Part 10, Chapter 202 and as authorized by the Information Resources Management Act, Chapter 2054 of the Texas Government Code. And TDA's Data Security Requirements detailed in "Exhibit K, Data Security Requirements".

### **8.1 PROJECT CHANGE MANAGEMENT**

Any proposed changes to be made within the Contract, whether initiated by TDA or Vendor, must receive final written approval in the form of a Contract amendment or Purchase Order Change Notice (POCN).

- **Change in Scope**

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. Change orders will be made as necessary within the budget. A material change in the scope may require a new solicitation to maintain a fair solicitation process.

- **Amendment**

The parties shall initiate material/substantive changes to the Contract in a written instrument signed by an authorized Project or Contract Manager for each party. Quality Assurance. TDA will approve all proposed work prior to Vendor conducting the work, to ensure that it meets the needs of this Contract.

### **8.2 QUALITY ASSURANCE**

TDA will approve all proposed work prior to Contractor carrying out the work, to ensure that it meets the needs of this Contract.

### **8.3 PROJECT COMPLETION AND CONTRACT CLOSEOUT REQUIREMENTS**

As part of Contract close-out, TDA's Contract Manager must compare actual performance against performance measures, goals and objectives, to determine whether all required work has been completed. A contract is completed when:

1. all goods or services have been received and accepted
2. All reports have been delivered and accepted
3. all administrative actions have been accomplished
4. all agency-furnished equipment and materials have been returned

5. all property inventory and ownership issues are resolved including disposition of any equipment or licenses purchases under the Contract
6. Final acceptance from the project manager has been received
7. A closeout meeting between TDA and Vendor is conducted prior to final payment and Contract closeout and
8. Final payment has been made to Vendor.
9. TDA's Contract Manager must also ensure that vendor performance is reported to the Comptroller's Vendor Performance Tracking System (VPTS) and that the Vendor is aware of and is in compliance with records retention requirements.

## **9 CONTRACT TERM**

The initial term of this Contract shall commence upon the Effective Date or June 1, 2025, whichever is earlier, and continue through August 31, 2026, unless terminated sooner under the terms of the Contract.

### **9.1 INITIAL CONTRACT TERM:**

The Contract shall commence on the Effective Date and continue through August 31, 2026, unless sooner terminated under the terms of the contract. Any work done outside of the period of performance shall be provided at no cost to TDA.

### **9.2 RENEWAL OPTION:**

The Contract may be renewed for up to three additional one-year periods. TDA will notify the Vendor of its intent to renew and will send a contract amendment to the Vendor. If renewal options are exercised, TDA will provide a new timeline and delivery schedule to Vendor. The total duration of performance under an option to renew term shall not exceed the three 1-year renewals to be exercised by TDA at its sole discretion. Each option to renew term shall run concurrently with the federal fiscal year as follows:

Option Year 1: 9/1/2026 through 8/31/2027

Option Year 2: 9/1/2027 through 8/31/2028

Option Year 3: 9/1/2028 through 8/31/2029

### **9.3 TERMINATION**

The Contract shall terminate upon full performance of all requirements contained in the Contract, unless otherwise extended or renewed, in accordance with the Contract terms and conditions.

## **10 NO EXCLUSIVITY IN AWARD**

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

## SECTION II – ADMINISTRATIVE INFORMATION

### 1 SCHEDULE OF EVENTS

TDA intends to proceed according to the following schedule. These dates represent a tentative schedule of events. TDA reserves the right to change the dates in the schedule of events below upon written notification to prospective respondents through a posting on the Electronic State Business Daily (ESBD)

Events	Dates/Times
Solicitation Published on the Electronic State Business Daily (ESBD) at: <a href="http://www.txsmartbuy.com/esbd">http://www.txsmartbuy.com/esbd</a>	<b>Monday, April 14, 2025</b>
Deadline for Questions	<b>Tuesday, April 22, 2025 5:00 PM CT</b>
Addendum Posted on the Electronic State Business Daily (ESBD)	<b>Friday, April 25, 2025 (estimated)</b>
Response Due Date:	<b>Monday, May 12, 2025 3:00 PM CST</b>

### 2 INQUIRIES

#### 2.1 POINT OF CONTACT

All requests, questions, or other communications about this Solicitation must be made in writing to TDA's Purchasing and Contracting Office, addressed to the following person:

Elizabeth Shane  
Email: [elizabeth.shane@texasagriculture.gov](mailto:elizabeth.shane@texasagriculture.gov)  
Texas Department of Agriculture  
1700 N. Congress, 11th Floor  
Austin, TX 78701

All Respondents shall make no contact concerning this Solicitation with other TDA personnel, except as permitted by the point of contact. Failure to comply with this requirement at any point prior to contract award may result in disqualification. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

#### 2.2 QUESTIONS AND CLARIFICATIONS

TDA will allow written questions and requests for clarification of this Solicitation. Questions must be e-mailed to the Contact listed above. Questions must be submitted on ***Exhibit E, Respondent Solicitation Questions Form*** of this Solicitation. Responses to questions or other written requests for clarification will be posted on the ESBD. It is the responsibility of an interested party to check the

ESBD for updates to this Solicitation. before submitting a Proposal. Each Respondent is solely responsible for verifying TDA's receipt of its questions, if applicable, and its Proposal by the deadlines specified in this Solicitation.

**Note:** Questions or other written requests for clarification must be received by the sole point of contact by the deadline set forth in Section II of this Solicitation.

### 2.3 CHANGES, AMENDMENT OR MODIFICATION TO SOLICITATION

To ensure that no prospective respondent may obtain a competitive advantage because of acquisition of information unknown to other prospective respondents, TDA will provide any additional information that is different from or in addition to, information provided in the Solicitation only in response to written inquiries. TDA will provide answers to all such inquiries via an Addendum on the Electronic State Business Daily (ESBD) at <https://www.txsmartbuy.com/esbd>. Respondent names will be removed from questions in the responses released. TDA reserves the right to amend answers prior to the response submission deadline. If Respondents do not have Internet access, copies may be obtained through the point of contact listed above.

**Note:** It is the responsibility of interested parties to periodically check the method above for updates to the procurement prior to submitting a response. Respondent's failure to periodically check the method above will in no way release the selected Respondent from "Addenda or additional information" resulting in additional costs to meet the Solicitation requirements.

### 2.4 INFORMALITIES

TDA reserves the right to waive minor informalities in a solicitation response if it is in the best interest of TDA. A "minor informality" is an omission or error that, in TDA's determination if waived or modified when evaluating solicitation responses, would not give one Respondent an unfair advantage over other Respondents or result in a material change in the solicitation response or solicitation requirements.

### 2.5 PROHIBITED COMMUNICATIONS

Upon issuance of this Solicitation, TDA, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or its representative(s), except for the written inquiries described in Section II, Subsection 2. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify Respondent.** Respondent shall rely only on written statements issued through or by TDA's Purchasing and Contracting Office staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

### 3 SUBCONTRACTING AND HUB SUBCONTRACTING PLAN

Refer to **Exhibit A – Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences Paragraph 78 – Subcontractors.**

- 1) Respondents must complete, sign and submit **Exhibit B, HUB Subcontracting Plan**, with its response submission and in accordance with the following instructions. **ALL RESPONDENTS RESPONDING TO THIS SOLICITATION, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE’S POLICY ON UTILIZATION OF HUBs.**

**FAILURE TO COMPLETE AND SUBMIT THE HUB SUBCONTRACTING PLAN (HSP) WITH THE RFP RESPONSE WILL RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.**

- 2) In accordance with the Texas Government Code, §2161.252 and Texas Administrative Code, Title 34, §20.14, TDA has determined that subcontracting opportunities are probable under this contract, and that the contract value may exceed \$100,000.

This probability is based on HUB availability, HUB utilization, geographic location of the project, the contractual scope of work, or other factors. TDA estimates the value of this contract to be greater than \$100,000 and further sets the HUB subcontracting goal at **26%** of the Contract’s value.

TDA is committed to increasing contracting opportunities with HUBs by contracting directly with HUBs or indirectly through subcontracting opportunities in compliance with Chapter 2161 of the Texas Government Code. After Contract award, Successful Respondent may be subject to debarment pursuant to Section 2161.253(d) of the Texas Government Code if any modifications are made to the HSP without PRIOR approval from TDA.

The HSP is available as part of this solicitation package on the ESBD website. Respondents may send an HSP review request to [hub@texasagriculture.gov](mailto:hub@texasagriculture.gov). TDA will provide a courtesy HSP review if the request is received no later than the date the questions are due, as specified in Section II.

If Respondent is not subcontracting any portion of the Contract, Sections 1, 2(a), 3 and 4 of the HSP must be completed. If Respondent is subcontracting some portion of the Contract, the supporting documentation of “Good Faith Effort” must be demonstrated in either Method A (Attachment A) or Method B (Attachment B) of the HSP. The Texas Comptroller of Public Accounts requests all Respondents to consider utilizing HUBs in subcontracting areas listed below; however, this list should not be considered exhaustive.

#	Class	Item	Description
1	915	22	Communications and Media Related Services: Communications Marketing Services
2	915	48	Communications and Media Related Services: Graphic Arts Services, Not Printing
3	915	10	Advertising, Digital
4	915	00	Communications And Media Related Services
5	915	04	Advertising, Outdoor Billboard, Etc.



- 3) **DIR Contracts (only):** Any Subcontractors must be listed on the Respondent's approved DIR HSP for their contract. DIR will collaborate with Respondent in the event a new Subcontractor needs to be added.
- 4) **HUB Subcontracting Plan (HSP) Prime Vendor Progress Assessment Reports (PAR's).** Per TAC §20.285(6)(g), Vendor shall submit a Progress Assessment Report to the state agency **with each invoice** in the format required by the comptroller. A state agency may, at its option, allow electronic submissions of the compliance report required by this subsection so long as the electronically submitted compliance reports are in the format and contain all information required by CPA. The Progress Assessment Report shall be a condition for payment. TDA may verify the amounts being reported as paid by requesting copies of cancelled checks paid to Subcontractors.

#### 4 QUESTIONS OR REQUESTS FOR CLARIFICATION

The vendor conference allows participants to ask TDA questions or request clarifications. Questions are required to be submitted, either prior to or immediately after the conference, in writing, by e-mail, to the Sole Point of Contact, Section II. The questions and requests for clarifications must be submitted on **Exhibit E** of this Solicitation.

#### 5 SOLICITATION RESPONSE COMPOSITION AND DELIVERY

##### 5.1 RESPONSE SUBMISSION

**Proposals** must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the evaluation committee. Responses submitted by mail, facsimile, or any other method not specified in this Solicitation, will NOT be accepted, or considered. Responses must be received prior to the response due date listed on the cover page of this Solicitation.

##### 5.2 SUBMISSION METHOD: E-MAIL SUBMISSION

Respondents are solely responsible for ensuring that the electronic response is complete and submitted to and **RECEIVED** by TDA before the Response Deadline identified in the Procurement Schedule or deadline established in subsequent Addenda. **TDA is not responsible for lost, misdirected or late responses.** Late responses will be disqualified.

The solicitation response, including all documentation required by this Solicitation and Appendix, must be sent in its entirety in one or more e-mails as warranted by the size of each attachment.

Responses sent by e-mail must be sent to: [bidroom@texasagriculture.gov](mailto:bidroom@texasagriculture.gov)

###### 1) E-mail Subject Line

- a. The e-mail subject line must contain the Solicitation number, title as indicated on the cover page and number quantity of e-mails if more than one (e.g., 1 of # xx, etc.).

###### 2) Body of E-mail

The body of each e-mail must include the following information:

- a. Respondent's name
- b. Contact Name for Respondent

- c. Phone number for Respondent's Contact
- d. Solicitation number from cover page
- e. Purchaser Name (Sole Point of Contact, Section II, Paragraph 2.1)

TDA takes no responsibility for e-mailed solicitation responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any TDA anti-virus or other security software.

3) Additional Information Regarding Electronic Submission by E-Mail

- a. All documents should be submitted in Microsoft Office® formats (Word® and Excel®, as applicable) or in a form that may be read by Microsoft Office® software. Any documents with signatures shall be submitted as an Adobe® portable document format (pdf) file, or DocuSign. TDA is not responsible for documents that cannot be read or converted. Unreadable responses may be, in TDA's sole discretion, rejected as nonresponsive.

4) E-mail Attachment Naming Convention

- a. Respondents must name e-mail attachments in accordance with Response Submission Checklist, Section VIII.
- b. Example: Respondents Execution of Offer, Terms and Conditions and Proposal Preferences may be submitted in PDF format with PDF name of Exhibit A.pdf.

5) All required forms must be electronically signed or manually signed with scanned signatures

6) By submitting a proposal, permissions to edit, print, copy, and distribute as authorized under public information or other law is given to TDA. Two (2) versions of the proposal must be submitted on approved electronic media as described below.

- a. One original proposal, that includes all attachments (Original Proposal) and identifies claimed proprietary or confidential information, if any, by highlighting such claimed information and clearly labeling it as proprietary, confidential, or both in a comment. The Original Proposal must be in portable document format (PDF) or Microsoft Word and accessible (no password) to TDA staff.
- b. One redacted copy of the entire proposal making the claimed confidential or proprietary information, if any, unreadable. Redaction can be made in MS Word™ by highlighting the confidential words in black. Adobe™ also has a redaction feature. If no proprietary or confidential information is claimed in the Original Proposal, then submission of a copy of the Original Proposal with redactions is not required.
- c. TDA will not be held responsible for any solicitation Response that is mishandled prior to receipt by TDA. It is Respondent's responsibility to mark appropriately and deliver the solicitation Response to TDA by the specified date and time. TDA will not be responsible for any technical issues that result in late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification (including substantive or administrative) or nonreceipt (in whole or in part) of the Respondent's proposal.

### 5.3 CONFIDENTIAL OR PROPRIETARY INFORMATION

## 1) PUBLIC INFORMATION ACT

### Respondent Requirements Regarding Disclosure

Proposals and any resulting contracts are subject to the Texas Public Information Act (PIA), [Texas Government Code, Chapter 552](#), and may be disclosed to the public upon request. Other legal authority also requires TDA to post certain contracts and solicitation responses on its public website and to provide such information to the Legislative Budget Board for posting on its website.

TDA will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this solicitation process, the Respondent acknowledges that all information, documentation, and other materials submitted in the solicitation Response in response to this Solicitation may be subject to public disclosure under the PIA. TDA does not have authority to agree that any information submitted will not be subject to disclosure.

Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. TDA assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondent.

Under the PIA, all information held by governmental bodies is open to public disclosure unless it falls within one of the PIA's specific exceptions to disclosure. Respondent must submit ***Exhibit N, Confidential or Proprietary Information*** as part of their proposal response. If Respondent asserts that information provided in its solicitation Response is exempt from disclosure under the PIA, Respondent must:

- a. Mark Original Proposal
  - i. Mark the Original Proposal, on the top of the front page, the words "CONTAINS CONFIDENTIAL OR PROPRIETARY INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger) and
  - ii. Mark the bottom of each page on the Original Proposal that contains information Respondent claims is exempt from public disclosure with the words "**CONTAINS CONFIDENTIAL OR PROPRIETARY INFORMATION.**"
- b. Certify in Original Solicitation Response – Table of Contents and Proposal, and this is certified in the Solicitation, in the designated section of the Contract Affirmations, Respondent's confidential information assertion and the filing of its Public Information Act Copy
- c. Submit a separate "**Public Information Act Copy**" of the Original Proposal (in addition to the original and all copies otherwise required under the provisions of this Solicitation). The Public Information Act Copy must meet the following requirements:
  - iii. The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger)
  - iv. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out)

- v. The copy must contain contact information for a named individual designated to respond to inquiries regarding public information requests, including a phone number and e-mail address, so that TDA may contact Respondent concerning any public information requests it receives for Respondent's Proposal and
- vi. The only difference in required markings and information between the Original Proposal and the "Public Information Act Copy" of the proposal will be redactions - which can only be included in the "Public Information Act Copy" and contact information for a named individual designated to respond to inquiries regarding public information requests. There must be no redactions in the Original Proposal.
- d. Respondent should not submit a Public Information Act Copy indicating that the entire proposal is exempt from disclosure. Merely making a blanket claim that the entire proposal is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable. By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Proposal contains information claimed as proprietary, confidential, or both provide the required certification and submit a Public Information Act Copy, Respondent's solicitation response may be considered to be public information that may be released to the public without notice to the Respondent.
- e. For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, refer to the Public Information Act Handbook published by the OAG or contact the OAG's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the [Public Information Act Handbook](http://www.texasattorneygeneral.gov), visit the OAG's website at <http://www.texasattorneygeneral.gov>.
- f. Solicitation responses should not be marked or asserted as copyrighted material. If Respondent asserts copyright to any portion of its **Proposals**, by submitting a **Proposals**, Respondent agrees to reproduction and posting on public websites by the State of Texas, including TDA and all other state agencies, without cost or liability.

#### 5.4 DELIVERY OF RESPONSES

- 1) Responses shall be returned via E-mail to [bidroom@texasagriculture.gov](mailto:bidroom@texasagriculture.gov). Late responses will not be considered under any circumstance.
- 2) Respondents are responsible for all costs of response preparation.
- 3) Telephone and facsimile responses are NOT acceptable forms of submission. All submitted responses become the property of TDA after the solicitation submittal due date/ deadline. Responses submitted shall constitute a proposal for a period minimum of ninety (90) days or until selection is made by TDA, whichever is earlier. Proposals, if accepted, shall remain valid for the life of the Contract.

#### 6 EXCEPTIONS

TDA will not consider responses that reflect exceptions, reservations, or limitations to the terms and conditions of the Solicitation. **Proposals that contain exceptions to the specifications, deliverables, or standard terms and conditions of this**

Solicitation will be **disqualified**.

## **SECTION III – SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS**

### **1 Pass/fail Criteria**

Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Tex. Gov't Code. Only responses that are responsive to the solicitation are evaluated. The administrative review is conducted on a “pass/fail” basis criteria below:

- 1) All Exhibits received and signed:
  - a. Exhibit A - TDA Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences
  - b. Exhibit B – HUB Subcontracting Plan (HSP)
  - c. Exhibit C – Cost Proposal
  - d. Exhibit F – Financial and Organizational Capacity
  - e. Exhibit H – Key Contracting Persons Disclosure Statement
  - f. Exhibit I - Certification Regarding Lobbying
  - g. Exhibit J – Special Provision B - Debarment and Suspension Certification
  - h. Exhibit K - Data Security Requirements
  - i. Exhibit N – Confidential or Proprietary Information
  - j. Exhibit O- Diversity, Equity and Inclusion (DEI)
- 2) Response received by deadline
- 3) Execution of Offer Signed
- 4) Response valid for 90 days
- 5) Three references provided
- 6) Conflict of Interest Noted
- 7) Nondisclosure agreement signed
- 8) Responses that reflect exceptions, reservations, or limitations to the terms and conditions of the Solicitation are automatically disqualified
- 9) A score of “C” or greater in the Comptroller’s VPTS
- 10) Currently under a Corrective Action Plan or negative Vendor Performance Reports and
- 11) Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).

## 2 EVALUATION CRITERIA

### 2.1 CONFORMANCE WITH STATE LAW

Responses shall be evaluated in accordance with [Texas Government Code, Sections 2155.074, 2155.075\(a\), and 2155.144](#) Section 2156.007 [and Section 2157.003](#).

Sections 2155.074 and 2156.007 provide the best value standard for the purchase of goods or services and for the award, which includes consideration of the purchase price and whether Respondent meets all requirements of this Solicitation. TDA shall not be obligated to accept the lowest priced solicitation response but shall make an award to Respondent that provides the best value to the State of Texas.

### 2.2 QUALIFICATIONS, AND EXPERIENCE

#### A. Eligibility to do Business in the State of Texas

Failure to meet the requirements will result in disqualification of the Proposal or termination of an award or Contract resulting from this Solicitation. Proof of compliance with the eligibility requirements below must be confirmed prior to the contract award under this Solicitation. Respondent must:

1. Have a current Texas Identification Number issued by CPA
2. Be current in all required business filings, including franchise tax filings, with CPA and the Texas Secretary of State (SOS)
3. Be current in the payment of all local or State of Texas taxes and fees
4. Be registered by SOS as a domestic entity if incorporated in Texas or 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.

#### B. Minimum Qualifications, Experience, and Past Performance:

Respondents must provide detailed information to substantiate it has the qualifications, experience and past performance necessary to provide the deliverables requested in this Solicitation. Furthermore, solicitation responses that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential Contract may be rejected, in the sole discretion of TDA. Respondent must provide evidence of its services capabilities, including but not limited to:

1. Description of the size and scope of all of Respondent's operations, including number of Respondent's employees and years in business
2. Description of the general nature of previous experience managing marketing campaigns performed by Respondent and personnel to be assigned to this project,
  - a. particularly work in the last two (2) years
  - b. Bachelor's degree in communication, digital marketing or related fields
  - c. Ability to manage several marketing campaigns simultaneously
  - d. A good understanding of current marketing trends
3. Description of Respondent's prior contracting experience with TDA and other public sector entities

4. A statement regarding the financial stability of Respondent, including the ability of

Respondent to perform the Services and any other services proposed in its Proposal

5. Any other information Respondent believes is pertinent to this Solicitation (e.g., certificates, industry awards). Outline of capability to deliver the required services, including process, functional and technical expertise
6. Available necessary qualified personnel, skills, qualifications, organization, facilities, equipment and supplies required to fulfill all requirements under this RFP and any resulting contract
7. Demonstration of good financial standing. TDA reserves the right to request a copy of Vendor's audited or un-audited financial statement
8. Respondents must have at least five years in marketing campaign management

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 by the Contract Manager with the same level of documentation as required in the proposal. TDA will not unreasonably withhold approval, and if disapproved it will provide the reasoning.

### **2.3 Weight Evaluation Criteria**

Proposals will be evaluated under the Best Value Standard (Section 2157.003 of the Texas Government Code). Solicitation responses shall be consistently evaluated and scored in accordance with the following criteria:

<b>Evaluation Criteria</b>	<b>Weight</b>
<b>Respondent Past Performance, Qualifications &amp; Experience</b>	<b>30%</b>
<b>Respondent's Proposed Plan for Providing Services</b>	<b>40%</b>
<b>Reasonableness of Proposed Cost</b>	<b>30%</b>
<b>Total</b>	<b>100%</b>

As applicable, the factors listed in Sections 2155.074, 2155.075, 2156.007, and 2157.003 of the Texas Government Code shall also be considered in making an award.

### **2.4 OTHER INFORMATION**

TDA may contact references provided in response to this solicitation, contact Respondent's clients, or solicit information from any available source, including CPA's VPTS(required).

## **A. Performance History**

1. Respondent cannot have any failing reports in the CPA's (VPTS)
2. None of the staff assigned by Respondent to any resulting Contract has been disqualified from participation in any federally funded programs during the past three years preceding this Contract and will not for the duration of this Contract
3. None of the staff assigned to any resulting 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
4. Neither 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
5. Respondents have an ongoing duty to inform TDA promptly if the business entity or assigned staff or representatives no longer meet the above requirements.

## **2.5 INITIAL COMPLIANCE SCREENING**

TDA will perform an initial screening of all solicitation responses received. Unsigned solicitation responses, and solicitation responses that do not meet Section III, above and/or do not include all required forms and information may be subject to rejection without further evaluation.

## **2.6 COMPETITIVE RANGE AND BEST AND FINAL OFFER**

TDA may determine that certain solicitation responses are within the competitive range and may use this range to award multiple Contracts or as a basis to request a Best and Final Offer ("BAFO") from Respondents. If TDA elects to limit award consideration to a competitive range, the competitive range will consist of the solicitation responses that receive the highest ratings, based on the published evaluation criteria and procedures governing this procurement. TDA, in the interest of administrative efficiency, may place reasonable limits on the number of solicitation responses that will be included in the competitive range.

TDA may, at its discretion, request that any or all Respondents provide a BAFO. If BAFOs are requested by the State and submitted by Respondent(s), they will be evaluated (using the evaluation criteria stated in Section III, scored, and ranked by the evaluation committee. The State reserves the right to conduct more than one BAFO. The award will then be granted to the highest scoring Respondent. However, a Respondent should provide its best offer in its original proposal. Respondents should not expect or assume that the State will request a BAFO. A request for a BAFO from TDA does not guarantee an award or further negotiations.

## **2.7 Questions Or Requests for Clarification By TDA**

TDA reserves the right to ask questions or request clarification from any Respondent at any time during the solicitation process, including during Oral Presentations, or during the BAFO process.

## **3 AWARD**

TDA reserves the right to award a contract to a single Respondent, or award to more than one Respondent, whichever provides the best value to TDA in performance of these services. TDA will be the sole judge of best value.



## **SECTION IV – RESPONDENT’S NARRATIVE PROPOSAL**

### **1 EXECUTIVE SUMMARY**

Provide a high-level overview of Respondent's approach to meeting the requirements contained in Section I, Subsection 6, Scope of Work. The summary must demonstrate an understanding of TDA's goals and objectives for this Solicitation.

### **2 HISTORY OF RESPONDENT’S BUSINESS ENTITY AND EXPERIENCE**

Show the year the business entity started, its business philosophy, and the size of the largest project of a similar type successfully delivered by Respondent to date. Respondents shall provide a description of relevant firm experience, especially in projects of comparable size, scope, and length. Be specific and identify projects, dates, and results. In addition, describe any experience the firm has in working with local and state governments.

### **3 PROJECT WORK PLAN**

Describe Respondent's proposed processes and methodologies for providing all components of the Scope of Work described in Section I, Subsection 6, Scope of Work, including the Respondent's approach to meeting the Project schedule. Respondent should identify all tasks to be performed, including all Project activities, materials and other products services and reports to be generated during the Contract period and relate them to the stated purposes and specifications described in this Solicitation.

The Respondent should also describe how data will be organized and how it will be made accessible to TDA.

### **4 ELECTRONIC AND INFORMATION RESOURCES (EIR) ACCESSIBILITY**

Respondents should document their capability or ability to produce accessible electronic and information resources.

### **5 VALUE-ADDED BENEFITS**

Describe any service or deliverables that are not required by this Solicitation the Respondent proposes to provide at no additional cost to TDA. Respondents are not required to propose value-added benefits, but inclusion of such benefits may result in a more favorable evaluation.

### **6 KEY STAFFING PROFILE**

Respondents must provide a key staffing profile and resumes for staff that will be responsible for the performance of the services requested under this Solicitation. In effort for TDA to gauge whether the proposed fee(s) for key personnel are competitive in the marketplace, Respondent shall provide a detailed description of the key personnel's qualifications and experience and the corresponding fees Respondent expects to charge for projects of this nature. Key personnel descriptions shall include, but not limited to:

- 1) Total number of employees at Respondent's organization
- 2) The number of employees assigned to this Project
- 3) Employee Name
- 4) Job Title
- 5) Criminal background check results for each resume assigned to this project

- 6) Work history
- 7) Description of specialty areas
- 8) Specific work to be performed or deliverables to be provided
- 9) Start and end dates related to projects the staff members was directly involved in listed as the response
- 10) An organization chart that shows the project reporting hierarchy of business entity's staff and sub-contracted staff
- 11) Subject matter expertise to the Project
- 12) Role in the Project
- 13) Time allocated to projects

## **SECTION V – REQUIRED RESPONDENT INFORMATION**

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified goods or services on time.

### **1 RESPONDENT NARRATIVE**

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Section I, Subsection 6, Scope of Work, focusing on its company's key strengths and competitive advantages. Reference Section IV – Respondent's Narrative Proposal.

### **2 AFFIRMATIONS AND CERTIFICATIONS**

Respondents must complete and return the following listed forms:

- 1) **Exhibit A - TDA Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences**
- 2) **Exhibit B – HUB Subcontracting Plan (HSP)**
- 3) **Exhibit H – Key Contracting Persons Disclosure Statement**
- 4) **Exhibit I - Certification Regarding Lobbying**
- 5) **Exhibit J – Special Provision B - Debarment and Suspension Certification**
- 6) **Exhibit K - Data Security Requirements**

### **3 COMPANY PROFILE**

Complete ***Exhibit D - Vendor Information & Evaluation Preferences***. In addition, provide a company profile to include:

- 1) The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, Affiliated companies, or joint ventures. If a Respondent is an Affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership and the percentage of the parent's ownership. The entity performing most of the work under a contract, throughout the duration of the Contract, must be the primary Respondent. Finally, please provide your proposed operating structure for the services requested under this Solicitation which entities (i.e., parent company, Affiliate, Joint Venture, Subcontractor) will be performing them
- 2) The year the company was founded or incorporated. If incorporated, please indicate

the state where the company is incorporated and the date of incorporation

- 3) The location of company headquarters and any field office(s) that may provide services for any resulting Contract under this Solicitation
- 4) The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned
- 5) The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation and
- 6) Indicate whether the company has ever been engaged under a contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

**Note:** *If the Respondent is an out-of-state company, a Certificate of Authority from the Texas Secretary of State to do business in Texas must be provided prior to award consideration.*

#### **4 FINANCIAL RESPONSIBILITY QUESTIONNAIRE**

Complete the questionnaire in ***Exhibit F, Financial and Organizational Capacity***, as fully as possible. **An omission, even if accidental, will cause the proposal to be considered non-responsive.**

#### **5 ETHICS AFFIRMATION**

When submitting a proposal, the Respondent 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.

#### **6 REFERENCES**

In its **Proposal(s)**, Respondent must provide a list of **three (3)** entities other than TDA for which Respondent has provided marketing campaign services or products described in this Solicitation during the past **two (2) years**. For each of the three references, the Respondent must attach an example material (may submit a editing viewable protected file type and the example may redact the company name) include dates when items that were the same or similar to those requested in this Solicitation were provided, and the names, telephone numbers and e-mail addresses of the entity's contact person. Respondent must provide the reference information in a format similar to the following:

- 1) Entity Name:  
Date Item(s) Provided:  
Name of Entity's Contact Person:  
Telephone Number of Entity's Contact Person:  
E-mail Address of Entity's Contact Person
- 2) Entity Name:  
Date Item(s) Provided:  
Name of Entity's Contact Person:  
Telephone Number of Entity's Contact Person:  
E-mail Address of Entity's Contact Person
- 3) Entity Name:  
Date Item(s) Provided:  
Name of Entity's Contact Person:  
Telephone Number of Entity's Contact Person:  
E-mail Address of Entity's Contact Person

In TDA's sole discretion, TDA may contact Respondent's references by electronic mail or telephone. TDA will not notify Respondent of its reference-checking activities. Respondent is responsible for ensuring the references identified in its solicitation response are: (1) willing to provide information to TDA regarding the contracts and services provided by Respondent, and (2) are available to respond to TDA's inquiry for the three-week period following the deadline for submission of solicitation response. In the event Respondent provides more than three references, TDA will contact only the first three references listed in Respondent's solicitation response.

TDA is not obligated to contact Respondent in the event incomplete reference information is submitted in the **Proposal(s)**. Consequently, the Respondent's failure to provide all or part of the requested reference information in its Proposal may be reflected as a score of "0" for the applicable evaluation criterion. Additionally, Respondent's score for a reference for the applicable evaluation criterion shall be "0" in the following circumstances: (1) there is a requirement for a Respondent representative to schedule, monitor or otherwise participate in TDA's reference-check activities, or (2) Respondent's reference fails to respond to TDA's inquiry by TDA's specified due date. TDA is not responsible for undelivered e-mails or non-responsive references.

TDA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the VPTS, as authorized by Section 2262.055 of the Texas Government Code, TDA may examine other sources of Respondent performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports and non-renewals of contracts. Such sources of Respondent performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state or the Federal government. Further, TDA may initiate such examinations of Respondent performance based upon media reports. Any such investigations shall be at the sole discretion of TDA, and any negative findings, as determined by TDA, may result in a non-award to Respondent. Information pertaining to VPTS is located on the CPA website at:

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

## **7 CONFLICT OF INTEREST**

When submitting an offer response to this Solicitation, Respondent represents and warrants to TDA that it and each of its affiliated entities or Subcontractors who may provide work, service, or other deliverables under the Contract, 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 Solicitation.

### **7.1 DISCLOSURE OF EXISTING OR POTENTIAL CONFLICTS**

- 1) In its **Proposal(s)** each Respondent must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to its submission of an offer, possible selection as Vendor 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 **Exhibit H, 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. Any other existing or potential conflicts can be added to Exhibit H for compliance with this Section. 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, Vendor, or employee, or that Vendor intends to employ or retain as a Vendor. 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.

- 2) As part of this disclosure requirement, each Vendor must include in its proposal all past and present contractual, business, financial or personal relationships between Vendor and TDA and between Respondent's proposed agents, consultants, Vendors, and employees, 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 Solicitation. 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 Solicitation. For each item, Vendor must provide a detailed explanation of why Vendor 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 Vendor or its performance of the Contract.
- 3) Disclosures under this Section (***Exhibit H, Key Contracting Persons Disclosure Statement***) 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 Respondent is in doubt about whether information should be disclosed, Respondent 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. TDA reserves the right, in its sole and absolute discretion, to determine if an issue should result in proposal disqualification or Contract termination.

## 7.2 RELATIONSHIPS DEFINED

For purposes of this Solicitation, "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 Solicitation. 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 Respondent that could be used to influence an individual with authority to make decisions or recommendations on state contracting, procurement or this Solicitation. 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.

### 7.3 CONTINUING DUTY TO DISCLOSE

The Vendor 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 an offer. Vendor 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 an offer or receipt of contract award.

## 8 DATA SECURITY REQUIREMENTS

By entering a Contract with TDA from this Solicitation, the Respondent agrees to be bound by the terms of the data security requirements attached as ***Exhibit K, Data Security Requirements***.

## SECTION VI – COST PROPOSAL

Cost information must not be included with Respondent's Narrative Proposal. The Respondent must submit a cost proposal for the services listed in Section I, Subsection 6, Scope of Work in the format set forth in ***Exhibit C, Cost Proposal***. Hourly rates should include all labor, materials, tools, supplies, equipment, and personnel, including but not limited to, travel expenses, associated costs, and incidental costs necessary to provide the deliverables and services according to the minimum specifications, requirements, provisions, and terms set forth in this Solicitation.

The Cost Proposal should include cost estimates for each deliverable based on the number of tasks defined in proposed work breakdown structure and monthly costs, as applicable.

## SECTION VII – ADDITIONAL TERMS AND CONDITIONS

Respondent must abide by all established TDA rules, processes, and standards, as well as any changes during the Contract term.

### 1 AMENDMENT

TDA reserves the right to alter, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of the State.

### 2 OFFER PERIOD

Solicitation responses shall be binding for a period of 90 calendar days after the due date for submission of solicitation responses. Each Respondent may extend the time for which its solicitation response will be honored. Upon Contract execution, prices agreed upon by Respondent(s) are an irrevocable offer for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to Respondent unless expressly agreed upon in writing by the TDA.

### 3 COSTS INCURRED

Respondents understand that the issuance of this Solicitation in no way constitutes a commitment by TDA to award a Contract or to pay any costs incurred by Respondent in the preparation of a response to this Solicitation. TDA is not liable for any costs incurred by Respondent prior to issuance of or entering into a formal agreement, Contract, or purchase order. Costs of developing solicitation responses, preparing for

or participating in oral presentations and site visits, or any other similar expenses incurred by Respondents are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by TDA or the State of Texas.

#### **4 CONTRACT RESPONSIBILITY**

TDA will look solely to Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. Respondent shall not be relieved of its obligations for any nonperformance by its Subcontractors.

#### **5 ELECTRONIC AND INFORMATION RESOURCES (EIR) ACCESSIBILITY**

Under Texas Government Code, Chapter 2054, Subchapter M, state agencies must procure EIR that complies with the Texas Accessibility Standards defined in the Texas Administrative Code, Title 1, Part 10, Chapter 206 and, 213, and WCAG 2.0 AA, as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, all Respondents must submit completed VPAT form or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family. Respondents who do not already have accessibility documentation should complete the form located here: <https://www.itic.org/policy/accessibility/>. Respondents that claim their products are exempt from accessibility requirements must present that position to TDA as a question during the question-and-answer period of the solicitation.

For service offerings (such as IT related development services, services that include user accessed, online components, etc.), Respondent's should document their capability or ability to produce accessible electronic and information resources.

#### **6 RESPONDENT WAIVER – INTELLECTUAL PROPERTY**

SUBMISSION OF ANY DOCUMENT TO TDA IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER, AND AGREEMENT BY THE SUBMITTING PARTY TO FULLY INDEMNIFY THE STATE OF TEXAS FROM, ANY CLAIM OF INFRINGEMENT BY TDA REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF THE SUBMITTING PARTY OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO TDA BY THE SUBMITTING PARTY.

#### **7 TEXAS STATE AUDITOR'S OFFICE**

In accordance with the Texas Government Code, Section 2262.154, Vendor understands that acceptance of state funds under this Contract acts as acceptance of the authority of the Texas State Auditor's Office (SAO) to conduct an audit or investigation in connection with those funds. During the contract term, Vendor further agrees to cooperate fully with the SAO in the conduct of the audit or investigation, including providing all records requested. The Vendor will ensure that this clause concerning the SAO authority to audit state funds and the requirement to cooperate fully with the SAO is included in any subcontracts it awards. Additionally, the SAO shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, audit documentation, and records of Respondent relating to this Contract for any purpose.

#### **8 INSURANCE**

For the duration of any Contract resulting from this Solicitation, Respondent shall acquire insurance, bonds, or both, if applicable with financially sound and reputable independent insurers, in the type and amount customarily carried within the industry, in accordance with ***Exhibit L, Insurance Requirements***. **At time of award, Vendor must show proof of Certificate of Insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.** TDA reserves the right to require a Respondent performance bond.

## **9 PROTEST**

If a Respondent wishes to file a protest with this Solicitation, they may formally do so in accordance with the rules adopted by TDA at Texas Administrative Code, Title 4, Part 1, Ch.1, subch. Q.



## SECTION VIII – EXHIBITS & SUBMISSION CHECKLIST

The checklist is provided for the Respondent's convenience only and identifies documents that are requested in this solicitation.

**IMPORTANT NOTE:** THE FORMS LOCATED IN THIS SOLICITATION ARE PREPARED EXCLUSIVELY FOR THIS SOLICITATION. RESPONDENT'S SUBMISSION OF OTHER FORMS OR DOCUMENTS, INCLUDING PRIOR VERSIONS OF THE FORMS, MAY RESULT IN DISQUALIFICATION OF THE SOLICITATION.

Submission Volume	Solicitation Section Reference	Submission Document List	Required or Optional
1		Cover Page: List name and address of Respondent, date of response, solicitation identifier, and signature of authorized official.	Required
1		Respondent's Narrative Proposal	Required
1		Direct Deposit Authorization Form, completed <a href="#">74-176 Direct Deposit Authorization (state.tx.us)</a>	Required
1		Request for Taxpayer Identification Number and Certifications (W-9) <a href="#">Form W-9 (Rev. October 2018) (irs.gov)</a>	Required
1		Application for Texas Identification Number <a href="#">AP-152 Application for Texas Identification Number</a>	Required
1		Documentation from the appropriate state entity that indicates that Respondent is properly certified to conduct business in the State of Texas (e.g., <a href="#">The Certificate of Existence from the Texas Secretary of State</a> and the <a href="#">Certificate of Good Standing from the Comptroller of Public Accounts</a> ).	Required
2		Respondent must specifically address, within its response, the following requests for information as detailed throughout this solicitation. TDA has endeavored to include a complete listing of such submittal requests; however, in the event TDA omitted a requirement, Respondent is responsible for ensuring that all such information is included within its response.	Required
2		Copy of Submittal of the Disclosure of Interest Parties Form, Texas Ethics Commission Form 1295 <a href="https://www.ethics.state.tx.us/filinginfo/1295/">https://www.ethics.state.tx.us/filinginfo/1295/</a>	Required
2		References	Required
2		Exhibit A – Execution of Offer, Affirmations of Terms and Conditions and Proposal Preferences	Required
2		Exhibit D – Vendor Information and Evaluation Preferences	Required
2		Exhibit E – Respondent Solicitations Questions Form	Required
2		Exhibit F – Financial and Organizational Capacity	Required
2		Exhibit H -Key Contracting Persons Disclosure Statement	Required
2		Exhibit I – Certification Regarding Lobbying	Required

<b>Submission Volume</b>	<b>Solicitation Section Reference</b>	<b>Submission Document List</b>	<b>Required or Optional</b>
<b>2</b>		Exhibit J – Special Provision B - Debarment and Suspension Certification	Required
<b>2</b>		Exhibit K – Data Security Requirements	Required
<b>2</b>		VPAT form or links	Required
<b>2</b>		Exhibit L – Insurance Requirements  The name and address of Respondent’s insurance carrier(s), along with a statement of liability from the issuing carrier(s) validating Respondent ownership of each policy. For the purpose of responding to this solicitation, Respondent will not be required to purchase insurance but must show the ability to provide such insurance as specified in the section entitled “Insurance Requirements,” if Respondent’s response is selected.	Required
<b>2</b>		Exhibit N – Confidential or Proprietary Information  — A Redacted Solicitation and Contract response if applicable.	Required
<b>2</b>		Exhibit O - Diversity, Equity and Inclusion (DEI)	Required
<b>3</b>		Exhibit B – HUB Subcontracting Plan (HSP)	Required
<b>4</b>		Exhibit C – Cost Proposal	Required