

# COMPTROLLER OF PUBLIC ACCOUNTS



## TEXAS PROCUREMENT AND SUPPORT SERVICES DIVISION

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### REQUEST FOR PROPOSALS

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**Tourism Public Relations and Trade Relations Representation Services  
In the Americas Service Region  
For the  
Office of the Governor  
Economic Development and Tourism**

**RFP No. 300-9-1023**

#### **NIGP CLASS ITEMS**

|               |               |               |               |
|---------------|---------------|---------------|---------------|
| <b>918-07</b> | <b>918-26</b> | <b>918-27</b> | <b>918-76</b> |
| <b>961-10</b> | <b>961-28</b> | <b>961-53</b> | <b>961-80</b> |

**Posting Date: July 1, 2009**

**Proposal Opening Date and Time (Central Time in Austin, Texas):  
July 24, 2009 at 4:00 PM**

**\*\*NOTE\*\*** This RFP is composed of three parts: (1) Part A, Special Instructions, and (2) Part B, General Instructions and Contract Terms and Conditions, and (3) Part C, Required Documents. In the event an instruction or term in Part A conflicts with an instruction or term in Part B, the instruction or term in Part A prevails.

## PART A: SPECIAL INSTRUCTIONS

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## A.1 DESCRIPTION AND REQUIREMENTS

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### A.1.1 Description of Services Required

The Texas Procurement and Support Services (TPASS), a Division of the Texas Comptroller of Public Accounts (CPA) is assisting the Office of the Governor, Economic Development and Tourism Office Division, (OOG) in advertising this Request for Proposal (RFP).

Respondents are invited to submit written proposals for a comprehensive and strategic Travel and Tourism public relations and marketing campaign that fully integrates both domestic and international consumer, media, travel trade, and meetings market activities in the Americas Service Region as referenced in (A.1.6 and A.1.7(a)). The campaign shall create a responsible, accurate and positive image of Texas, while effectively marketing and promoting the state as a premier travel destination in the primary target markets and be able to provide “ad hoc” promotional and marketing services in secondary markets in the Americas Services Region, as designated by OOG. The successful respondent will be expected to implement and oversee all activities within the primary and secondary target markets of the Americas Service Region.

### A.1.2 Term of the Contract

Contract shall be from date of award and the services performed for a period beginning September 1, 2009 through August 31, 2011.

### A.1.3 Renewal and Extension Options

- a. **Contract Renewals** – The contract may be renewed for one (1) additional 24 month period provided both parties agree in writing to do so, prior to the expiration date.
  1. Subject to the availability of funds, OOG and the contractor may mutually agree to renew the performance period of the contract by extending the expiration date for a maximum renewal of one (1) consecutive 24-month period. OOG will exercise its option to renew the performance period by providing the contractor with a written advance notice of intent to renew the performance period of the contract. In the written advance notice of intent, OOG will state the

proposed total performance period of the contract. OOG will follow the written advance notice of intent with a written contract amendment which, when agreed upon in writing by both parties, will extend the expiration date of the performance period. The written contract amendment will be executed no later than the last day of the current contract performance period.

2. Optional performance period will be limited to those specified above, and shall include the same services, including any amendments, as required in the previous performance period. Unit prices for services provided during optional performance period shall not exceed those quoted for the optional performance period by the contractor in their original proposal.

- b. **Contract Extensions** - Subject to availability of funds, OOG may exercise its right to extend the performance period of the contract by means of a written notice of intent to the contractor, followed by a contract amendment. An extension may be used: 1) after the expiration of all available contract renewal periods; 2) in the event that OOG and the contractor have decided not to renew the contract; or 3) in the event that circumstances require a temporary, short-term extension of performance under the contract. OOG will provide the contractor with a sixty (60) day written advance notice of intent to extend the performance period of the contract. In this written notice to the Contractor, OOG will state the anticipated number of days or months in the extension period and the proposed total performance period of the contract. The contract amendment will be issued no later than the last day of the current contract performance period. OOG reserves the right to extend the performance period of the contract, on a month-to-month basis, for a maximum of twelve (12) additional months. All services provided during any extended performance period shall be subject to the same proposal prices, performance requirements and terms and conditions, including any amendments, as required in the previous performance period.

#### **A.1.4 Termination**

This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

- a. **Termination for Convenience.** OOG and contractor reserve the right to terminate the contract at any time for convenience, in whole or in part, by providing sixty (60) calendar days advance written notice (delivered by certified mail, return receipt requested) of intent to terminate. In the event of such a termination, the contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. OOG shall be liable for payments limited only to the portion of work authorized by OOG in writing and completed prior to the effective date of cancellation, provided that OOG shall not be liable for any work performed that is not acceptable to OOG and/or does not meet contract requirements. All work products produced by the Contractor and paid for by OOG shall become the property of OOG and shall be tendered upon request.
- b. **Termination for Default.** OOG may, by written notice of default to the contractor, terminate this contract, in whole or in part, for cause if the contractor fails to perform in full compliance with the contract requirements, through no fault of the OOG. OOG will provide a thirty (30) day written notice of termination to the contractor (delivered by certified mail, return receipt requested) of intent to terminate, and OOG will provide the contractor with an opportunity for consultation with OOG prior to termination.
  1. Upon receipt of written notice to terminate, the contractor shall promptly discontinue all

services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to OOG, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

2. Upon termination, OOG may take over the work and pursue the same to completion by contract with another party or otherwise.
3. Contractor will be required to reimburse OOG for any additional costs incurred as a result of the default.

#### **c. No Liability Upon Termination**

If the Contract is terminated for any reason, the Office of the Governor and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.

### **A.1.5 Amendments and Changes**

Any amendment or change to the contract performance requirements whether by modification or supplement, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and OOG. Neither party to this contract will be bound by any oral statements, contracts, or representations contrary to the written contract requirements and terms and conditions.

### **A.1.6 Target Audience**

- a. Primary Americas Service Region Target Markets (in order of importance) include: the United States, Mexico and Canada.
- b. Secondary Americas Service Region Markets include: Brazil, Central and other South America countries.

### **A.1.7 Definitions**

- a. **Americas Service Region:** Defined as countries within the North and South American continents.
- b. **Advertising Equivalency:** Rate at which it would cost the contractor to make paid media placements of key messages on actual per-line cost for the publicity generated.
- c. **Buyer FAM (Familiarization) Tour:** A complimentary or reduced rate travel program for qualified travel trade representatives (e.g., tour operators, travel agents, receptive tour operators, meetings and incentive planners, or other buyers, etc.) that includes complimentary or reduced rate transportation, accommodations, attractions, admissions, and meals. A buyer tour is designed to acquaint participants with specific Texas travel destinations or suppliers to increase the participants' knowledge of the Texas tourism product and to encourage them to develop and/or expand travel packages to Texas. Buyer tour participants are usually transported within the state via sponsored transportation. Buyer tours usually last between four (4) and seven (7) calendar days and include travel to at least three (3) Texas cities. Buyer tours may be individual or group tours.
- d. **Contractor:** The proposer awarded the contract and responsible for performing all services is

- e. **Convention and Visitors Bureau (CVB):** A local organization supported by hotel/motel occupancy taxes, government budget allocations, private memberships, or a combination of any of these funding mechanisms. A CVB encourages groups to hold meetings, conventions, and trade shows in its city, offers assistance for these meetings, and promotes tourism to its city.
- f. **Cooperative Marketing:** Marketing and/or promotional activity in which OOG and at least one (1) other partner pool their resources to provide effective and attractive marketing or promotional opportunities.
- g. **OOG:** Office of the Governor, Economic Development and Tourism Division.
- h. **Destination Marketing Organization (DMO):** A category of membership of various travel trade associations which includes state or provincial tourism offices, convention & visitors bureaus and chambers of commerce, etc., which promote a city, region, or state as a travel destination.
- i. **Editorial Calls:** Telephone calls or personal visits conducted to encourage media coverage of Texas.
- j. **Feature Brief:** A release distributed to the media that is typically more detailed than a news release and describes and promotes aspect(s) of Texas travel. Feature briefs are designed to generate placements of feature stories.
- k. **Fulfillment Materials:** Pamphlets, brochures, travel guides and any such materials that may be requested by individuals or the travel trade.
- l. **Historically Underutilized Businesses (HUBs):** A minority or women-owned business as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161.  
<http://www.window.state.tx.us/procurement/prog/hub/>
- m. **Media:** Includes, but is not limited to, consumer and trade broadcast (e.g., radio, television, etc.), print (newspapers, magazines, etc.) and interactive computer media (Internet, World Wide Web), etc.
- n. **Media FAM(Familiarization) Tour:** A complimentary or reduced rate travel program to Texas for qualified members of the most effective trade and consumer media in order to promote travel to Texas. Media FAM tours can include complimentary transportation, accommodations, attractions, admissions, and meals. A media FAM tour is designed to acquaint journalists with specific Texas destinations to encourage and generate positive media coverage about travel to Texas. A Media FAM tour may be developed for a group or individual. Group Media FAM tour participants are usually transported within the state via sponsored transportation. Media FAM tours can last up to seven (7) calendar days and usually include travel to at least three (3) Texas cities.
- o. **Media Measure:** Term used to describe the dollar value (U.S.) of non-paid media coverage of Texas.
- p. **Media Mission:** A concentrated marketing effort consisting of one-on-one editorial appointments for contractor account team members and/or the Office of the Governor, Economic Development and Tourism Division representatives and/or Texas travel industry partners with key representatives of targeted media for the purpose of generating positive media coverage about

Texas and travel to Texas. A media mission may include other promotional or special events and is usually conducted within a specific geographic market during a brief period of time and can include multiple destinations.

- q. **Monthly Service Fee:** The firm, fixed monthly fee OOG will pay the contractor to fully compensate the contractor for the costs of all of the contractor's in-house services and expenses required to complete work under this contract. Such expenses include: all labor (e.g., all agency account service time; project and account management, direction, supervision, and coordination; writing and editing of newsletters, speeches, news releases, feature briefs, clipping services (print and electronic), press kits, etc.; strategic counsel; crisis management; accounting and billing; administrative support; legal services and fees, etc.; plans and reports; facilities; equipment, etc. required to meet the contract performance requirements. The monthly service fee also includes all incidental and normal business operating expenses, such as: local and long distance phone (landline and mobile) calls; facsimile; local travel; postage; local courier service; internal copying; supplies; materials; parking; and other ongoing services performed. The monthly service fee does not include reimbursables. (Ref. A.1.7(z))
- r. **Motor Coach:** An over-the-road passenger coach or mini-bus with driver and tour guide that transports buyer and media tour participants and their luggage within the State of Texas.
- s. **News Release:** A one or two page printed or electronic document (with or without photographs and captions) or a video describing aspect(s) of Texas travel sent to the media and designed to generate a hard news story placement. News releases may be distributed via a variety of means including, but not limited to: mail, fax, Internet (World Wide Web), satellite broadcast, etc. News releases may also be referred to as press releases.
- t. **Print Publicity:** Publicity generated in a printed publication.
- u. **Pro-Active Contact:** Contacts (telephone call or personal meeting) with key representatives of targeted media and/or travel trade pro-actively conducted by the contractor to encourage media coverage (media contact) and/or development of travel packages featuring Texas travel products (trade contact).
- v. **Product Educational Seminar:** An independent destination marketing seminar for pre-qualified travel trade in target markets that is designed to inform and educate travel trade sales staff about Texas tourism products and services. A product educational seminar may be held in conjunction with other special events such as a trade show, sales mission, product launch, meal functions, receptions, etc. Product educational seminars may be conducted in conjunction with Texas tourism partners.
- w. **Product Launch:** An event or series of events designed to present Texas suppliers' new and/or expanded tourism products to retail travel agents, group leaders, corporate travel divisions, media, etc. in target markets. A product launch may include special events, such as a trade show, product seminars, meal functions, receptions, etc.
- x. **Promotions:** Media, travel trade, tie-in, and/or consumer direct marketing ventures (e.g., sweepstakes, reader holidays, trip give-aways, contests, etc.) that maximizes the awareness of travel to Texas and/or the Texas travel product by reaching a mass audience through a variety of media, trade outlets or consumer direct tactics.
- y. **Qualify:** Identify as the most promising or effective members of a group (either media or travel

trade).

- z. **Reimbursables:** Purchases made and external expenses incurred by the contractor, on behalf of Office of the Governor, Economic Development and Tourism Division for services, work products, any local travel associated with coordinating and/or representing Texas Tourism at travel trade shows or missions and out-of-town travel, not included in the contractor's monthly service fee (Section A.1.7 (q)). Reimbursable may include sales taxes on expenses, services and travel incurred by Contractor on behalf of Economic Development and Tourism Division. All reimbursable must be pre-approved, in writing, by OOG.
- aa. **Sales Mission:** A concentrated marketing effort consisting of one-on-one sales contacts and other promotional activities and special events between the contractor's account team and/or OOG representatives and/or Texas travel industry partners, and key travel trade for the purpose of encouraging tour operators, travel agents, meetings market professionals or other buyers to develop and sell travel to Texas. A sales mission may include other promotional or special events and is usually conducted within a specific geographic market during a brief period of time and can include multiple destinations.
- bb. **State of Texas Fiscal Year:** The period beginning September 1 and ending August 31.
- cc. **Suppliers:** Attractions, accommodations, CVBs, and other businesses and organizations which supply tourism products.
- dd. **Texas Partners:** OOG and any Texas tourism industry representative (CVBs, chambers of commerce, accommodations, attractions, etc...) participating in a given marketing and/or promotional activity.
- ee. **Texas Tourism:** A program within the Office of the Governor, Economic Development and Tourism division that is responsible for promoting travel to and enhancing tourism development in the State of Texas. There are three functional areas within the Texas Tourism program: Advertising, Public Relations, and Travel Research.
- ff. **Travel Trade:** Retail travel agents, tour operators, group leaders, wholesalers, receptive operators, meetings market travel professionals, corporate travel divisions, and other buyers and/or packagers of tourism products.
- gg. **Visit USA Committee:** A committee of tourism managers located in international markets. Visit USA Committees work closely with the U.S. and Foreign Commercial Services in planning, developing and implementing projects and programs to promote travel to the United States.
- hh. **Wholesalers:** Individuals or companies that accumulate tour packages for sale to the travel industry (i.e., tour guides and travel agents).

### A.1.8 Overview

- a. **Economic Impact of Tourism.** Tourism benefits Texans. Total direct travel spending in Texas was \$56.7 billion in 2007. Travel expenditures generated \$3.6 billion in federal taxes, \$2.8 billion in state taxes and \$994 million in local taxes. Tourism continues to be one of the fastest growing industries in the state. About 534,000 Texan jobs are directly supported by the travel and tourism industry with earnings of \$16.3 billion.
- b. **Mission.** It is the mission the Texas Tourism program to market Texas as the premier travel destination to domestic non-Texan and international travelers, thereby generating non-Texan travel to the state that increases revenues and creates jobs for Texas communities and travel industry businesses.
- c. **Background.** OOG first launched its strategic public relations campaigns in the domestic non Texan and select international markets in 1997. Currently, OOG maintains one centralized contract that provides public relations services, including consumer promotions, trade relations, and media relations activities in the following key markets: the United States, Canada, the United Kingdom, and Germany (i.e., German speaking European countries), Mexico and in the secondary markets such as Latin America and Asia. It is the intent of this RFP to establish a regionally based contract.
- d. **Program Organization.** OOG's Tourism marketing program (Texas Tourism) is organized into three interrelated functional areas: Travel Research, Advertising and Public Relations. Each area plays a critical role in the overall mission to market Texas as a premier travel destination. Collectively, these areas provide an integrated and synergistic marketing effort that supports the mission to generate non-Texan travel to the state.
  1. Travel Research provides data and information that identifies key consumer travel patterns and trends that drive OOG's tourism marketing activities, determining overall marketing strategies and key messages, advertising content and placement, selection of markets, and the development and evaluation of advertising and marketing programs. The Travel Research section also directs important tourism development outreach services, providing Texas communities with information and tools needed to develop tourist attractions and effectively use tourism as an economic development tool.
  2. Advertising is OOG's primary tourism marketing tool. Advertising efforts are outsourced using a full-service, contracted advertising agency. Traditionally, each year at least seventy-five percent (75%) of the tourism marketing budget is spent on advertising services. All advertising is conducted outside the state. Advertising efforts include, but are not limited to: national and international advertising in consumer print publications; national cable television; direct mail; interactive media; domestic regional print and broadcast; and travel trade publications. In the domestic market, OOG uses the highly successful, nationally recognized, and award winning *Texas. It's Like a Whole Other Country.* ® Campaign. In Mexico, OOG uses *Texas. De Todo un Poco. Y Mas.* These campaigns are activity driven in that they communicate to consumers the "experiential value" that a Texas vacation has to offer by focusing on the state's many diverse travel activities and experiences. OOG also uses the Texas "patch" logo trademark in both the domestic and international markets (outside of Mexico) to effectively market Texas and all of its travel destinations throughout the world under the umbrella of a single, readily recognizable "Texas" travel product.
  3. *Howdy, Neighbor!* Is a regional advertising, marketing and public relations campaign designed

to increase travel to Texas from its neighboring states of New Mexico, Oklahoma, Arkansas and Louisiana. This campaign features a compelling message for consumers in these mostly drive market states, who have a high propensity for week-end and short getaway trips, to visit Texas by promoting the array of discounted travel opportunities offered by Texas travel partners, as well as the variety of events and activities occurring in communities throughout the state. All advertising is direct response, and drives consumers to OOG's [www.TravelTex.com](http://www.TravelTex.com) website the state's most popular medium for consumers to obtain information to plan a trip to Texas

4. Advertising efforts are primarily focused in the domestic market. However, when appropriate and cost-effective, advertising opportunities are pursued in top international markets. The Advertising section also manages OOG's brand and use of its Texas "patch" logo in ancillary marketing programs as well as coordinating with an in-market contractor to provide translation and other services as needed.
5. Public Relations OOG conducts tourism public relations activities, both domestically and internationally, to increase travel to the state by marketing and promoting Texas as a premier travel destination to consumers, the media and the travel trade including meetings market. Traditionally, strategies and tactics pursued have included, but have not been limited to the following consumer, media and travel trade, meetings market activities: consumer promotions; representing the state in domestic and international travel trade and consumer shows; conducting travel trade and media missions and educational seminars; conducting media and trade familiarization tours within the state to acquaint the travel trade and media with the Texas travel product. Primary target markets include: the United States, Mexico and Canada. Secondary markets include: Brazil, Central and South America and other areas that may be identified by OOG's travel research throughout the contract period.
6. Domestically, Public Relations efforts have focused on consumer-direct marketing and promotion activities because research shows domestically, travel decisions are primarily consumer driven. However, because the travel trade remains a highly influential factor in international travelers' travel planning and trip decision process, marketing to the travel trade in international markets remains a critical component of the overall public relations effort.
7. While Public Relations efforts are primarily targeted outside the state, in-state activities are also conducted from time to time to create awareness among the Texas public, the Texas media, and Texas travel industry partners about the importance of tourism as a means of economic development in the state (e.g., Texas Tourism Week which is usually held the first part of May of each year and coincides with National Tourism Week), and to encourage in-state travel by Texans to the state's scenic, historical, cultural, natural, agricultural, educational, recreational, and other attractions.
8. Public relations programs include cooperative marketing opportunities that enable the state's travel industry partners (e.g., CVBs, hotels, attractions etc.) to jointly market their destinations and products with the state in OOG's tourism marketing and promotional activities. Cooperative marketing opportunities are made available on a regional, national and international basis. Cooperative marketing programs are to offer partners cost savings, while extending awareness, reach and exposure of the Texas travel and tourism message and product. Fees generated from cooperative marketing programs are used to help offset some of OOG's costs for conducting these activities.

e. **Positioning.** Research indicates that many domestic and international travelers have a

stereotypical and one- dimensional image of Texas, recognizing the state for its rich cowboy image and western heritage, but also perceiving the state to be a hot, flat, dry and dusty place with limited appeal as a travel destination. Domestically, the *Texas. It's Like a Whole Other Country.* ® Campaign stresses the “experiential value” of a Texas vacation. Research indicates that travelers make their travel decisions based upon the activities they wish to participate in while on vacation. Therefore, OOG uses the *Texas. It's Like a Whole Other Country.* ® slogan and the Texas “patch” logo to leverage the state’s positive cowboy image while communicating to consumers the “experiential value” that a Texas vacation offers by focusing on the state’s many diverse travel activities and experiences. This branding effort has successfully linked and integrated the campaign slogan and the Texas “patch” logo with Texas tourism and has produced valuable brand recognition and recall among key audiences. In Mexico, a similar positioning effort is made using the slogan *Texas. De Todo un Poco. Y Mas.* ®, which loosely translated means “Texas. A little of everything. And more.” The Texas “patch” logo is the branding mechanism used in all other international markets. These items are non-negotiable.

- f. **Current Marketing Plan.** A copy of OOG’s current tourism marketing plan can be obtained at [www.travel.state.tx.us](http://www.travel.state.tx.us). The plan includes briefings on each of the primary target markets and identifies key target audiences.
- g. **Travel Research Information.** OOG’s travel research reports and information can be obtained at [www.travel.state.tx.us](http://www.travel.state.tx.us).

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## A.2 STATEMENT OF WORK – SERVICE REQUIREMENTS

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### A.2.1 Objectives

OOG strives to use the most innovative and cost-effective marketing programs to raise awareness of Texas as a premier travel destination. This is accomplished by aggressively marketing and promoting the state to consumers, the media and the travel trade industry including the meetings market. With this in mind, the contractor shall have the following goals while providing public relations and trade relations services for OOG to raise awareness on a state, national and international level of Texas as a premier travel destination:

- a. Generate maximum positive press (e.g., print, broadcast and Internet) coverage;
- b. Conduct high profile consumer, media and travel trade promotions;
- c. Promote and market Texas as a travel destination and generate qualified travel trade and media leads for Texas travel industry partners;
- d. Create effective cooperative marketing programs that provide for maximum partner participation.
- e. Demonstrate and quantify the economic impact generated in return for public relations and marketing efforts, including: advertising equivalency value; tour product development; increased travel to the state and increased destination spending.

Contractor shall propose target measures to use in evaluating work in reaching the goals. Measures will include but not limited to:

- a. Dollar value in advertising equivalency of positive media generated by the contractor;
- b. Number of Consumers reached in promotions generated by the contractor;
- c. Number of leads generated by the contractor;
- d. Number of Texas Travel packages generated, as appropriate per market, by the contractor.

## **A.2.2 Creative Services**

The Contractor shall be responsible for coordinating the production of presentation, promotional and collateral materials, etc., including but not limited to: collateral, photographs, mats, filming, editing, equipment rentals, display materials, brochures, etc., as required to meet the contract performance requirements.

## **A.2.3 Key Messages**

The contractor shall propose a public relations campaign that:

- a. Uses communications strategies and messages that are at all times commensurate with the dignity of the Office of the Governor and the State of Texas.
- b. Incorporates the nonnegotiable items discussed in A.1.9 (e) above.

## **A.2.4 Marketing and Public Relations Initiatives**

To meet OOG's tourism mission (A.1.8(b)) and to fulfill the Marketing Requirements detailed in A.2.1, OOG is seeking an agency that is capable of providing the following services expected to be needed to provide tourism public relations:

- a. **Consumer Promotions.** Conduct aggressive and attractive consumer promotions (e.g., sweepstakes, reader holidays; trip giveaways; contests; etc.) to maximize awareness of the Texas travel product by reaching a mass audience through a variety of media, trade outlets or consumer direct tactics.
- b. **Media Relations.**
  1. Conduct media relations activities with key consumer and travel trade media in target markets to generate media placements of key messages that result in maximum positive publicity of Texas as a premier travel destination.
  2. Concentrate media relations activities during key travel planning seasons in target markets that provide the greatest potential to enhance the effectiveness and extend the reach of OOG's planned advertising activities.
  3. Media relations activities may include, but are not necessarily limited to: proactive media contacts; press releases; feature briefs; respond to and fulfill leads; production, storage and fulfillment of collateral and promotional materials; press kits; press conferences; video; b-roll tapes; presentations; brochures; promotional items; newsletters; mat releases; photographs; slides; editorials; translation of materials; editorial visits; interviews; media missions; familiarization tours; product launches; promotions; events; clipping services; rental of venues; etc.
  4. Develop and regularly update an editorial calendar that supports OOG's planned advertising and marketing activities, key tourism seasons, prominent destinations and activities, regional and historical attractions, niche markets, new tourism products, etc. The calendar shall track and respond to media placement opportunities throughout the year for Texas in key regional, national and international consumer and trade media.

### **A.2.5 Travel Trade Relations**

- a. Conduct travel trade relations activities and marketing initiatives with key travel trade industry representatives to assist OOG in promoting Texas tourism to the most effective travel trade and meetings market businesses in each market to assist in the development of the Texas tour product
- b. Travel trade activities may include, but are not necessarily limited to: proactive trade contacts to market the Texas travel product; respond to and fulfill leads; production, storage and fulfillment of collateral and promotional materials; marketing DVDs; presentations; brochures; promotional items; newsletters; photographs; slides; translation of materials; familiarization tours; sales missions; trade shows; educational seminars; product launches; promotions; events; etc.
- c. Provide and conduct a strategic plan for marketing Texas to the domestic non-Texan meetings and convention market.

### **A.2.6 Complimentary Promotional Assistance**

The contractor shall solicit complimentary promotional assistance, financial and in-kind (e.g., transportation, accommodations, attractions fees, meals, etc.), from Texas travel industry partners and in-market travel industry partners participating in OOG's tourism marketing activities. The contractor shall maintain detailed records of all such assistance. The contractor will be required to regularly report on the types and amount of complimentary promotional assistance provided.

### **A.2.7 Response Tracking**

The contractor shall track and maintain records of all publicity (e.g., print, broadcast and Internet) of all contractor-assisted placements promoting Texas tourism within each market. The contractor shall use a standard method, approved by OOG, to calculate and report advertising equivalency value for all publicity generated. The contractor shall report on the types and amount of media placements generated as specified in A.2.10.

### **A.2.8 Plan of Action**

On or before June 1<sup>st</sup> of each year of the contract, the contractor shall be responsible for development and submission of an annual strategic Plan of Action for the services the contractor proposes to undertake in all markets during the upcoming fiscal year. The Plan shall include the contractor's evaluations and recommendations for all proposed activities and projects, to be undertaken in each market, that will most effectively position Texas as a premier travel destination and create market awareness of and stimulate interest in travel to Texas among consumers, the media, travel trade and the domestic and international meetings market. The Plan must include a detailed budget for all proposed projects, activities, services to be performed as well as recommendations of specific goals and measurements which demonstrate the success of the Plan of action in meeting the objectives outlined in Section A.2.1. The plan must be approved by OOG, prior to implementation. Any changes made to the plan throughout the year must be approved by OOG in writing.

### **A.2.9 Strategic Marketing Plan**

Upon OOG approval, the Plan of Action (A.2.8) will be adopted and serve as the Strategic Marketing Plan. Contractor shall operate in accordance with an approved, detailed, written strategic marketing plan, including budget allocation for using public relations and marketing activities (consumer, media and trade relations) to market and promote Texas as a premier travel destination in primary contracted markets and, when necessary, activities in secondary markets. The strategic plan must meet or exceed

the goals and objectives identified in A.2.1.

## **A.2.10 Measurement**

OOG holds the following expectations for execution of work and how it will be performed:

- a. **Research and Planning.** Appropriate market research and planning should be conducted in order to determine the most effective and cost efficient public relations effort. Activities should reinforce creative messages and appeal to the targeted audiences. The contracted agency shall instigate long term planning, yet also be responsive to immediate opportunities that arise suddenly to ensure the most effective and cost-efficient marketing is utilized. The contractor shall become familiar with and use travel research data and information made available by OOG and shall incorporate such research into campaign strategies. OOG's travel research reports are available at [www.travel.state.tx.us](http://www.travel.state.tx.us).
- b. **Timelines.** OOG and the contracted agency shall determine projected timelines at the onset of individual projects. Every effort should be made to produce public relations materials well ahead of the determined deadlines. Proofs of collateral and other promotional materials shall be submitted to OOG in a timely manner so that editing is implemented, approval given, and deadlines met.
- c. **Reports.** The Contractor's account team, in coordination with OOG's designated representative, shall compile and maintain an ongoing project sheet, containing project information such as name, anticipated date of completion, and date received, along with pertinent deadlines and contact information. Monthly status reports and quarterly and annual reports shall be provided to OOG.
  1. **Monthly Report.** This report shall be delivered to OOG no later than the fifteenth (15) business day of each month and shall include the following:
    - a. **Response Tracking Report** - includes a log sheet which records all monthly media placements generated during the prior month's period, including but not limited to number of media value generated with explanations of media calculation, circulation, title of publication/program, title of article, media type, publication date, and description of activity that generated article/program. Copies of all clips listed on the log sheet shall be included in the monthly report.
    - b. **On Going and Completed Projects Update** - a description and evaluation of all on-going projects and activities completed by the Contractor (including all necessary back-up) during the prior month's period, including but not limited to all services and work products (e.g., materials production/distribution, industry events, research, media relations, trade relations, special events, promotions, cooperative marketing ventures, etc.). An original copy of all materials produced shall be included with the report.; and
    - c. **Accounting Report** - a monthly accounting of the prior month's expenditures, including the monthly service fee and all reimbursable by project, projected future expenditures, a cumulative total for the fiscal year and contract period, and an available budget balance for the remainder of the contract period and fiscal year.
  2. **Quarterly Report.** Within thirty (30) business days following the close of each quarter, the Contractor shall submit to OOG a written quarterly and combined annual report of the Contractor's work and activities. The quarterly report shall include:
    - a. **Log of Pro-Active Trade Contacts** - a log of all quarterly and annual pro-active trade contacts made during the prior quarter;
    - b. **Log of Pro-Active Media Contacts** - a log of all quarterly and annual pro-active media contacts made during the prior quarter;

- c. Mini-Texas Resource Center - a log of all quarterly consumer, media and travel trade inquiries received and fulfilled during the prior quarter, including the nature of the inquiries and all other pertinent information and an inventory report of OOG materials on hand to fulfill inquiries;
- d. Response Tracking Report - includes a log sheet which records all quarterly and annual media placements generated during the prior quarter's period, including all required media clips;
- e. Subcontracting Report - a quarterly report of all subcontracts awarded during the month, including a listing of each subcontract made with HUBs (including certification number) and non-HUBs, the amount of each subcontract, subcontractor names and addresses, and the total dollar value of all subcontracts issued to HUBs and the total dollar value of all subcontracts issued to non-HUBs;
- f. Media List - an electronic copy, in a Microsoft Office compatible format compact disk (CD), of the media data base the Contractor has compiled for media relations activities;
- g. Travel Trade List - an electronic copy, in a Microsoft Office compatible format compact disk (CD), of the travel trade data base the Contractor has compiled for travel trade relations activities;
- h. Performance Update - a report, including all relevant figures, on the Contractor's progress during the previous quarter toward meeting key contract performance standards and Contractor's evaluations and recommendations for meeting the annual performance standards targets. The report shall include quarterly totals for:
  - 1. progress toward achieving tour product development goal, including the number of packages to Texas destinations maintained and developed by travel trade businesses;
  - 2. number of travel trade businesses assisted;
  - 3. number of media value generated;
  - 4. number of consumers reached via contractor generated promotions;
  - 5. number of pro-active media contacts; and
  - 6. number of pro-active trade contacts.
- i. Texas State Library Filings Report - a report and listing of all work product (e.g., brochures, films, recordings, reports, documents, etc.) produced under the contract that are subject to filing with the Texas State Library;
- j. Crisis Management - a report on all crisis management situations that occurred during the previous quarter, including an assessment of the actions taken to address the situations and speed recovery, the Contractor's evaluations and recommendations for revising/improving the Contractor's crisis management plan, including any necessary plan revisions, and a copy of the revised plan, if applicable; and
- k. Contractor's Evaluations and Recommendations - Contractor's evaluation on all services (including all work projects and work products) performed under the Contractor's plan of action during the previous quarter and any recommendations for improvements, including plan revisions and additional services proposed for future implementation.

#### **A.2.11 Annual Report**

On or before October 1<sup>st</sup> of each year of the contract, the Contractor shall submit to the Director of Tourism a written annual report that provides a comprehensive overview of the performance of the Contractor's representation services, including, but not limited to, a review of all campaign activities, major accomplishments, performance summary (including all performance measures), industry awards received, etc.

#### **A.2.12 Contracted Account Staff**

**Contracted Account Staff.** The contractor shall dedicate qualified professional staff who is experienced in consumer, media, travel trade and meetings market relations to work on OOG's tourism account in primary and secondary markets. The contractor must dedicate an account manager to oversee all activities in the Americas Service Region including, but not limited to, coordinating public relations and marketing campaigns in each market, account management, accounting, billing and reporting. The account manager will be OOG's primary day-to-day contact. The account manager must be located in the Texas office of the lead contractor in the U.S. who oversees the entire contract. The contractor may fulfill public relations and marketing activities in the domestic meetings and primary and secondary international markets through subcontract awards. Personnel must include key account team members within each market who must work from the offices described in paragraph A.2.13 below. Key account team members shall be responsible for day-to-day activities required to support and service OOG's tourism account in the primary and secondary markets. Key account team members located in each market must be proficient in the English language and experienced in working on public relations and travel trade relations accounts within the respective market. OOG reserves the right to approve and accept key personnel. The contracted agency must notify OOG in writing if key personnel cannot continue on the account, and OOG must approve replacement personnel. All key personnel must be experienced in working on accounts similar in nature and budget size to OOG's account and should be experienced in providing public relations services for tourism, travel and/or destination marketing organizations

#### **A.2.13 Physical Offices**

**Physical Offices.** Within the first thirty (30) days following the award of the contract, the contractor shall have established and shall maintain throughout the contract performance period, fully operational and physical offices within the State of Texas. In addition, contractor shall maintain a representative office in New York City, Mexico City, Mexico and Toronto, Canada. The contractor must provide oversight of the contract from the Texas office. The offices shall be adequately staffed and equipped at all times to provide day-to-day operations from that office to support and service OOG's tourism account in each of the primary and secondary markets. All key members of the contractor's Tourism Account Team (Para. A.2.12 above) for each market shall be located at, and provide day-to-day operations from, the contractor's office within that market.

#### **A.2.14 Cost Estimates**

Prior to subcontracting for any reimbursable expense on behalf of OOG, the contractor shall submit a cost estimate that includes a description of the work to be performed for advance, written approval by OOG. All purchases of reimbursable goods and services are subject to OOG's then current competitive procurement procedures. When soliciting competitive bids, the contractor shall provide appropriate bid documentation with a cost estimate, along with the contractor's recommendation for OOG's approval. Upon OOG approval, the contractor shall complete the project as stated and agreed upon in accordance with the approved cost estimate. No purchases or expenses incurred on behalf of OOG shall be marked up in any way.

#### **A.2.15 Printing**

All printing purchases must be competitively bid in accordance with OOG's current competitive procurement procedures

#### **A.2.16 Postage**

OOG will reimburse the contractor for the purchase of postage required for fulfillment or other operations conducted on behalf of OOG, except that postage required for the contractor's normal business operations shall be included in the monthly service fee.

#### **A.2.17 Crisis Management**

The contractor shall provide ongoing crisis management services, including development and delivery of a written crisis management plan.

#### **A.2.18 Coordination of Efforts**

When appropriate, and as required by OOG, the contractor shall coordinate activities with other OOG contracted firms (e.g., advertising, research, etc.), other state agencies and local, regional and state-wide tourism industry associations and organizations involved with or affected by services provided under this contract.

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### **A.3 FINANCIAL MATTERS**

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#### **A.3.1 Contract Total**

Any increase(s) in the contract amount for any given performance period as a result of increases in funding shall be approved in advance and in writing by OOG. The total of any and all such increase(s) should not exceed 25% of the original amount determined for that contract period.

#### **A.3.2 Continued Appropriations**

This contract is contingent upon the continued availability of appropriated state funds. This contract shall terminate, without liability or penalty to OOG, in the event that appropriations are not available.

#### **A.3.3 No Debt against the State**

The award of this contract does not guarantee that any level of services or funding will be authorized during the term of the contract. This contract shall not be construed as creating any debt by or on behalf of the State of Texas, and all obligations of the State of Texas, regarding this contract, are subject to the continued availability of funds, per Section A.3.2 and B.5.1.

#### **A.3.4 Purchase of Services**

Excluding the contractor's monthly service fee, OOG cannot and does not guarantee the purchase of any services during the contract performance period (including any optional contract renewal or extension periods). All quantities of services and work products (excluding the contractor's monthly services fee) shall be purchased upon OOG's request, in "as needed" quantities, on an "as needed" basis, as determined by OOG.

#### **A.3.5 Purchase Order**

The State of Texas shall issue written notice (e.g., purchase order, contract renewal or extension notice, etc.) authorizing the purchase of services specified in the contract performance requirements. No authorization for the purchase of any services is provided until the proposer/contractor receives such

written notice from the state.

Immediately upon receiving the purchase order, the contractor shall identify the person authorized to receive direction from OOG, to manage the work being performed, and to act on behalf of the contractor ("Authorized Representative"). The contractor shall ensure that it's Authorized Representative, or his or her designee, is available at all times for consultation with OOG.

### **A.3.6 Delivery**

All deliveries shall be made in accordance with the contract requirements. If contractor foresees problems, delays or adverse conditions which may prevent the contractor from meeting delivery requirements, the contractor shall give written notice to OOG which explains the reason(s) for the delay and which provides an alternate delivery for OOG approval. OOG has the right to extend delivery date if reasons appear valid to OOG, in its sole discretion. Contractor shall keep OOG advised at all times of delivery status. Default in promised delivery (without accepted reasons) authorizes OOG to purchase services elsewhere and charge full increase, if any, in costs and handling to defaulting contractor. No substitutions or cancellations shall be permitted without prior written approval of OOG. Default in delivery may result in termination of the contract, for reason of default, in accordance with paragraph A.1.4.

### **A.3.7 Acceptance of Work Performed**

All work performed by the contractor shall be accepted in writing by OOG (or designee) before payment will be approved. Acceptance shall be based upon contractor's compliance with all contract requirements. OOG will not pay for work which is of poor quality and/or fails to fully comply with the contract requirements. Should OOG determine the contractor's work to be of poor quality and/or contractor fails to perform services which comply with the contract requirements, OOG may require the contractor to promptly re-perform the services in conformity with the contract requirements, at no cost to OOG, or OOG may refuse to pay for contractor's work. OOG may further require new performance or a refund in the event that poor quality or unacceptable work is discovered after payment has been made. Failure to perform work in compliance with all contract requirements may result in termination of the contract for reason of default, in accordance with A.1.4.

### **A.3.8 Invoicing and Payment**

- a. The contractor shall submit itemized monthly invoices for all services completed, delivered to and accepted by OOG, per the contract requirements.
- b. Invoices shall be submitted once every thirty (30) days. Invoice amounts shall be in U.S. dollars. Each invoice shall reference the OOG RFP #300-9-1023. All invoices shall be made payable to the contractor at the address shown on the purchase order.
- c. Invoices and payment inquiries shall be submitted directed to:  
[Accounts.Payable@Governor.state.tx.us](mailto:Accounts.Payable@Governor.state.tx.us) or by mail to:  
Office of the Governor  
Accounts Payable Section  
P.O. Box 12878  
Austin, Texas 78711-2878
- d. Each invoice is subject to review and approval by OOG before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by

OOG is thirty (30) calendar days after receipt of a valid, uncontested invoice. OOG will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code.

- e. The contractor shall bill and OOG will make payment to the contractor for approved costs incurred in accordance with the following:
  - 1. Monthly Services Fee. OOG will pay the monthly service fee, as stated on the State of Texas contract. Invoices for partial month's services shall be pro-rated and paid based upon a 30-day work period (month).
  - 2. Reimbursable. All purchases made or expenses incurred by the contractor, on OOG's behalf, including those made by the contractor's subcontractors, shall be billed at net costs. OOG will make payment to the contractor for such reimbursable costs for which OOG has pre-approved in writing, a contractor's estimate (including all supporting documentation) and for which the contractor has incurred costs, provided such services have been approved, completed, and received by OOG during the performance period. The contractor's invoices submitted to OOG for payment shall include the following information:
    - a. Original approved project estimate (with the OOG's written approval) and documentation of any variation from estimate, including signed change order, if applicable,
    - b. Proper bid documentation, when applicable, and
    - c. Receipts for all purchases and expenditures.
  - d. OOG will pay for only the contractor's or subcontractor's out-of-town travel expenses on a basis comparable with OOG's travel regulations, provided such expenses have been approved in advance and in writing by OOG.
  - e. Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the contractor.
  - f. Upon satisfactory completion by the contractor of all the tasks identified in the contract, acceptance of such tasks by OOG, and delivery of the release of claims, the contractor will be paid the unpaid balance of any money due for such tasks in accordance with the payment terms outlined in the contract. The contractor agrees that determination of satisfactory completion will be based entirely on the judgment of the staff of OOG. The contractor further agrees to exempt OOG and its staff from damages or claims arising from the enforcement of this provision.
  - g. No advance payments will be made to the contractor under the terms of this contract in compliance with State of Texas Purchasing Policies and Procedures.

### **A.3.9 Accounting Systems**

The contractor shall have an accounting system that accounts for costs in accordance with generally accepted accounting principles and is compatible with the State of Texas Uniform Statewide Accounting System. The contractor's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

### **A.3.10 Inspections**

Throughout the contract period, all services, including all work products, shall be subject to inspection and test by authorized OOG representatives. OOG reserves the right, at all reasonable times, to have access to and inspect all goods and services being provided by the contractor and its subcontractors, including but not limited to, all facilities, equipment, supplies, and pertinent records or written material relating to the contract requirements. Failure of the contractor and its subcontractors to provide reasonable access to authorized OOG representatives who desire to perform such inspections or tests, or failure of services to comply with the contract terms shall be deemed unacceptable. In the event inspected or tested services are deemed unacceptable by OOG for failure to meet or exceed all contracts requirements, the cost of the sample used and the cost of testing shall be borne by the contractor.

### **A.3.11 Audit, Access to Records**

- a. The contractor shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this contract, including negotiated changes or amendments thereto, in accordance with accepted professional practices. The contractor shall also maintain and make available the financial information and data used by it in the preparation or support of any cost submission or cost, price or profit analysis required by the State of Texas under this contract or any negotiated sub contract or change order and a copy of the cost summary submitted to OOG. The State of Texas, through any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of review, inspection, copying, and/or audit. All such information shall be handled by the parties in accordance with good business ethics. The contractor shall provide proper facilities within the State of Texas for such access and inspection. Contractor shall also follow procedures developed by OOG's audit staff
- b. The contractor agrees to include A.3.11 in all its contracts and all subcontracts there under and all change orders directly related to project performance.
- c. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to A.3.11 above to the State of Texas. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- d. Records under A.3.11 above shall be maintained and made available during the entire performance period of this contract and until four (4) years from date of final OOG payment for the services provided under this contract. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the aforementioned four (4) year period, whichever is later.
- e. Access to records is not limited to the required retention periods. The authorized representatives designated in A.3.11 shall have access to records at any reasonable time for as long as the records are maintained.
- f. The right of access applies to financial records pertaining to all subcontracts and all subcontract change orders and amendments. In addition, this right of access to all records pertains to all

subcontracts, subcontract change orders and subcontract amendments, to the extent the records reasonably relate to subcontractor performance, if there is any indication that fraud, gross abuse, or corrupt practices may be involved; or if the subcontract is terminated for default or for convenience.

- g. OOG reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the contractor on work performed under this contract. Reimbursement must be made within thirty (30) business days after receipt of an itemized written request from OOG.
- h. The contractor shall allow such access to the work product it has created for OOG hereunder as may be necessary to enable any new OOG contractor of public relations to accomplish a smooth transition to the new contractor.

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## **A.4 ADDITIONAL GENERAL TERMS AND CONDITIONS**

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### **A.4.1 Remedies, Venue**

Notwithstanding any other terms in this contract, or any exhibits or addenda hereto, or any other documents included in this contract, all claims, counterclaims, disputes, and other matters in question between OOG and the contractor arising out of or relating to the contract or the breach thereof, will be decided in a court of competent jurisdiction in the City of Austin, Travis County, Texas. The parties may agree to submit such claims, counterclaims, disputes, and other matters in question to arbitration or mediation, but only by mutual written contract.

### **A.4.2 Licenses, Permits and Laws**

The contractor warrants and covenants that it has obtained all permits, approvals, and licenses, necessary for its lawful performance of its obligations under this contract, without costs to OOG. The contractor shall maintain such licenses during the term of this contract without additional expense to OOG. The contractor shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with the work required by this contract.

### **A.4.3 Political Activity**

None of the activities or performances rendered hereunder by the contractor shall involve lobbying or political activity, including but not limited to, any activity to further the election or defeat of any candidate for public office, or any activity undertaken to influence the passage, defeat, or final contents of legislation.

### **A.4.4 Sectarian Activity**

None of the activities or performances rendered hereunder by the contractor shall involve any sectarian or religious activity.

### **A.4.5 Americans with Disabilities Act**

Contractor shall provide reasonable accessibility for persons with disabilities in compliance with the Americans with Disabilities Act, where applicable.

#### **A.4.6 Proprietary Right/Copyright**

Contractor shall not assert rights at common law or in equity or establish any claim to statutory copyright in any material or information developed in performance of the contract. OOG shall have the right to use, copyright, reproduce, publish, or distribute any or all of such information and other materials without the necessity of obtaining any permission from contractor and without expense and charge.

#### **A.4.7 Patent, Trademark, Copyright and Other Infringement Claims**

Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Contract, provided that the State shall notify Contractor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify OOG of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without OOG prior written approval. Contractor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsels, if required to avoid conflicts of interest. Contractor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

#### **A.4.8 Ownership of Documents**

All work performed under this contract shall become the property of OOG. All property rights, including publication rights, to all products developed under this contract shall be retained by OOG. The contractor shall ensure duplication and duplication rights are secured to OOG from all contracts and subcontractors, prior to delivery of products to OOG. OOG reserves the right to authorize others to use, publish, or reproduce products developed hereunder. The contractor agrees to hold OOG harmless for claims that may arise for infringement related to work under this contract. As this contract is terminating, the contractor shall work cooperatively with OOG and any new contractor to which OOG may award its marketing campaign contract in the future so that there is a smooth transition to the new contractor. Contractor's failure to secure all required duplication and duplication rights to OOG from all contracts and subcontracts, prior to delivery of products, shall be grounds for termination of the contract, for reason of default, in accordance with Section A.1.4.b.

#### **A.4.9 Intellectual Property**

- a. Intellectual property includes any discovery or invention for which patent rights may be acquired, any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and any other materials in which intellectual property rights may be obtained.
- b. OOG shall be the sole owner of intellectual property developed under this contract. OOG hereby reserves the exclusive right to use, publish, or reproduce the intellectual property for sales or otherwise, and to authorize others to do so.
- c. Contractor shall take such steps as are necessary to perfect and to protect OOG's intellectual property rights and all products developed hereunder by the contractor and its subcontractors. If

- d. In performing work under this Contract, the contractor shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third-party's intellectual property rights. Contractor shall indemnify and hold OOG harmless for and against any claims for infringement related to its work under this Contract.
- e. The contractor shall include provisions adequate to effectuate the purposes of this Article in all subcontracts under this Contract in the course of which intellectual property may be produced or acquired. Such provisions shall make it clear that any intellectual property created under such subcontracts belongs solely to OOG.

#### **A.4.10 Data and Publicity**

- a. The contractor shall not provide information generated or otherwise obtained in the performance of its responsibilities under this Contract to any parties other than OOG and the State of Texas through its authorized agents except as otherwise provided by this Contract or after obtaining the prior written approval of OOG.
- b. The contractor agrees to notify and obtain the written approval of OOG prior to releasing any information to the news media regarding the activities being conducted under this Contract.

#### **A.4.11 Change of Name**

The contractor shall promptly notify OOG of any change of name in which it holds this Contract. An Addendum to this Contract shall be required upon a change of name which shall specifically state that no other terms or conditions of this Contract are thereby changed. The contractor shall not assign this Contract pursuant to this Article.

#### **A.4.12 Governing Law**

The contract shall be governed, construed and interpreted under the laws of the State of Texas.

#### **A.4.13 Bankruptcy**

Should the contractor become insolvent, or if the proceedings in bankruptcy should be instituted by or against the contractor, the remaining or unexpired portion of the contract shall, at the election of OOG, be terminated.

#### **A.4.14 Contractor and Subcontractor Responsibilities**

The Contractor and any subcontractor hired to provide electronic services shall provide OOG a signed affidavit and provide relevant documentation that work will not be performed on or for businesses with websites whose content is adult-oriented. Contractor and subcontractor shall also agree in writing that the OOG may conduct random, unannounced on-site audits of it to ascertain whether it does perform work on or for adult websites. Further, contractor and subcontractor performing work for the OOG after the date of this Contract shall agree in writing to perform its services for OOG and its other clients in a legal and non-fraudulent manner. Contractor and subcontractor shall not conduct any marketing or promotional activity for OOG that places illegal gambling, drinking, prostitution or drug use in a favorable light.

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## A.5 PROPOSAL REQUIREMENTS

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### A.5.1 Due Date of Proposals

Respondent shall submit a Proposal to the CPA on behalf of the OOG in sufficient time for the CPA to accurately time stamp it no later than July 30, 2009 at 4:00 p.m., Central Standard Time in Austin, Texas.

### A.5.2 Calendar of Events

The solicitation process for this RFP will proceed according to the schedule below. The CPA/OOG reserves the right to revise this schedule by published Addendum.

| Event                                             | Date                             |
|---------------------------------------------------|----------------------------------|
| Deadline for Submitting Questions                 | July 9, 2009 @4:00 PM            |
| Official Response to Questions Posted on the ESBD | July 15, 2009                    |
| Proposal Opening Date and Time                    | July 24, 2009 @4:00 PM           |
| Estimated Date for Award                          | August 14, 2009 or date of award |

### A.5.3 Point of Contact:

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

Theresa Boland  
Purchasing & HUB Coordinator  
Phone: 512-936-0166  
E-mail: [tboland@governor.state.tx.us](mailto:tboland@governor.state.tx.us)

### A.5.4 HUB Subcontracting Opportunities – Reference Part B; Section B.2.5

***Failure to comply with the following requirements may result in disqualification of the Respondent's Proposal.***

The following are the suggested areas of subcontracting possibilities, but in no way should it be considered a mandatory or an exhaustive list. Other areas of subcontracting may be more appropriate given the Respondent's business structure and internal resources. Please see the attached HSP for further instructions, which require contractors to identify the specific areas intended for subcontracting.

| Class | Item | Description                                                              |
|-------|------|--------------------------------------------------------------------------|
| 918   | 07   | Advertising Consulting Service                                           |
| 918   | 26   | Communications: Public Relations Consulting                              |
| 918   | 27   | Community Development Consulting                                         |
| 918   | 76   | Marketing Consulting                                                     |
| 961   | 10   | Business Plan Development Services                                       |
| 961   | 28   | Economic Development, Domestic and Foreign                               |
| 961   | 53   | Marketing Services (Including: Distribution, Research & Sales Promotions |
| 961   | 56   | Program/Project Development & Management Services                        |
| 961   | 80   | Tour Guide Services                                                      |

The CPA has instructional videos online to assist vendors with completing the HSP. The videos may be viewed at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

#### **A.5.5 Attachments Included with this RFP (Reference Part C)**

This RFP also includes the following Attachments.

| Attachments |                                                           |
|-------------|-----------------------------------------------------------|
| A           | Execution of Proposal and Assurances (with Certification) |
| B           | HUB Subcontracting Plan                                   |
| C           | Respondent Information Form                               |
| D           | Mandatory Pricing Sheet                                   |

#### **A.5.6 Proposal Content**

Below is a summary of requested information. Proposals submitted without this information will be evaluated accordingly. OOG reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

- a. The HUB Subcontracting Plan, Attachment B and the Execution of Proposal, Attachment A shall be returned with the proposal response. Failure to do so will result in disqualification.
- b. Company Information – Including but not limited to the following:
  1. Company description
  2. Ownership
  3. Physical address
  4. Mailing address
  5. Other company locations
  6. Telephone and facsimile number
  7. E-mail address of company's primary contact
  8. Names of top management and key employees and each person's duties. Include the background and experience of these employees.
  9. Financial report, including latest annual report, latest quarterly report and balance sheets and most recent D&B Business Information Report <sup>TM</sup>.
- c. **Experience and Qualifications:** Provide a detailed description of the proposed public relations campaign developed for marketing and promoting Texas as a premier travel destination across all markets; and financial terms. Therefore, the organization should have proven experience and solid relationships regarding tourism marketing and promotions targeted at consumers, the media and the travel trade including the meetings market. Firm information should include, but is not limited to:
  1. Administrative, operational and management structure of the organization, including resources (e.g., staff, facilities, labor, equipment systems, accounting systems, internal auditing procedures, management and administration, legal services, etc.). The location of all resources should be included. Any strategic partnerships must be specifically described, including the roles and extent of their respective participation. All participants of a strategic partnership, alliance or other joint venture proposal should be listed, including all personnel who will be used to service OOG's account, including written profiles. However, a primary contractor must be identified.

- a. **Organizational Chart & Tourism Account Staff.** Provide an organizational chart showing the staffing and lines of authority for the specific personnel to be used on the Tourism account. The relationship of the Account Executive to management and to support personnel should be clearly illustrated. Include professional biographies of all proposed staff key to the Tourism account, and any others who would be assigned to this project.
2. **Description of Resources.** Detailed, written description of the resources (e.g. facilities, manpower, business equipment systems, accounting systems, internal auditing procedures, management and administration, legal services, creative services, financial stability, location, etc.) your agency possesses and shall provide as part of the Monthly Service Fee for performing services required to create, plan and conduct OOG's tourism public relations campaign across all markets. Include the location, staff size, and resources of each office servicing this contract.
3. A written description of the proposer's recent account history (within last five years) for providing public relations services, including consumer promotions, media relations and travel trade relations, in each of the primary and secondary markets for U.S. tourism/travel related businesses and/or destination marketing organizations. Account information should include accounts similar in nature and budget to OOG's tourism public relations account, the types of services performed, and billing history (in U.S. dollars).
  - a. Evidence of actual results from Tourism-type clients through the placement of stories.
  - b. Evidence of ability to run, manage, and coordinate domestic and international programs.
  - c. Evidence programs can be implemented within the proposed budget and evidence of prior budgetary performance for previous projects.
4. **Proposed Plan of Action.** Provide a detailed written outline of a plan of action for using public relations and marketing activities (consumer, meetings market, media and trade relations) to market and promote Texas as a premier travel destination in each of the three (3) primary markets, and the ability to provide "ad hoc" services in secondary markets, that meets or exceeds the goals and objectives identified in A.2.1. Base the Plan of Action on a term of twelve (12) months, (September 1, 2009 through August 31, 2010) and a proposed budget of \$1,500,000. Include a budget allocation for reimbursable costs (A.1.7z) necessary to achieve the Plan of Action. Do not include Compensation and Fees, such as Monthly Fees (A.1.7q), in this section.
  - a. OOG must be assured that funds are spent efficiently and effectively, with reasonable attention and effort given to markets and requested activities.
  - b. Respondents must also provide a proposal of specific goals for measurement which demonstrate the success of Respondent's planning, implementation and results achieved from the Proposed Plan of Action in meeting the objectives outlined in A.2.1.
  - c. Successful respondent will be expected to implement the Proposed Plan of Action upon awarding of contract and discussions with OOG.
5. **Work Samples (Maximum 15 samples).** Descriptions and work samples of similar campaigns your firm has conducted, including, but not limited to, U.S. travel and tourism industry clients for which the promotional work was done in the three (3) primary markets including domestic meetings market. Descriptions and samples require the following:
  - a. Evidence of ability to plan, create and produce effective communications strategies and tools appropriate for the three primary target markets including domestic meetings market; and

- b. Evidence of ability to effectively monitor, track, and measure the effectiveness and efficiency of marketing and promotional activities.

#### **A.5.7 Compensation and Fees – Attachment D**

Provide a compensation schedule for services to be provided for the Americas Services Region in response to this RFP (Part C; Attachment D). All agency costs, with the exception of reimbursables, shall be based on a monthly fee. Proposals must include the monthly fee, an explanation of the breakdown of the monthly fee, and projected reimbursable costs. A detailed description of what is included in Contractor’s monthly service fee is required in the proposal. Failure to provide a detailed description of what is included in the Contractor’s monthly fee will result in disqualification of the proposal.

- a. Proposed Monthly Fee. Include a written description of all work to be included in the monthly fee. See A.1.7q and A.1.7z for definitions of the monthly service fee and the reimbursable costs. Please note any costs you do not consider to be included in the fee.
- b. If services in Secondary markets are not included in the proposed Monthly Fee (Compensation) schedule, provide fees for services in secondary markets that are being proposed in an “ad hoc” manner.

#### **A.5.8 References**

Respondents must provide at least three (3) references of previous and/or current clients with projects of equal size for comparison for each of the three (3) primary markets. Reference names and phone numbers should also be included. OOG reserves the right to contact references. Any negative responses received may be grounds for disqualification.

- a. All litigation that your company has been involved in within the last three (3) years.

#### **A.5.9 Evaluation and Award of Contract**

- a. The intent of the State of Texas is to award a contract to the respondent whose proposal is considered to be the best value to the state. The State of Texas has the sole discretion and reserves the right to reject any or all proposals. The State of Texas also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- b. An evaluation committee will be established to evaluate the proposals. The committee will include employees of the OOG and may include other impartial individuals who are not OOG employees.
- c. The State of Texas will evaluate and score each proposal based on the following criteria:

| <b>Criteria</b>                                  | <b>Weight</b> |
|--------------------------------------------------|---------------|
| Company Information                              | 5%            |
| Experience and Qualifications and References     | 15%           |
| Proposal Quality and Responsiveness              | 10%           |
| Methodology of Proposed Strategic Marketing Plan | 30%           |
| Compensation and Fees                            | 40%           |
| Total                                            | 100%          |

- a. The State of Texas will determine if discussions and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the state. The State of Texas may determine that discussions are necessary to clarify or

verify a written proposal. The State of Texas may, at its discretion, elect to have respondents provide oral presentations of their proposals. A request for a Best and Final Offer is at the sole discretion of The State of Texas and will be requested in writing. The State of Texas will evaluate the finalists and make a recommendation for award.

- b. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Comptroller of Public Accounts Vendor Performance Tracking System (VPTS) may be used in evaluating responses to solicitations for goods and services to determine the best value for the state. The VPTS may be accessed at the following link:  
[http://www.cpa.state.tx.us/procurement/prog/vendor\\_performance/](http://www.cpa.state.tx.us/procurement/prog/vendor_performance/)
- c. **Oral Presentation:** The State of Texas will make the determination which respondent(s) OOG may request to make an oral presentation based on the proposal submission evaluation. The purpose of this presentation is for the selected respondent(s) to demonstrate the type of public awareness program the respondent can develop and to aid in determining whether the respondent is the most qualified on the basis of creativity and expertise. The State of Texas will advise each selected respondent in writing of the location of the presentation and their scheduled presentation date and time. Respondents are responsible for all costs (i.e., travel and presentation related costs) needed to make the oral presentation of proposal. A minimum of five (5) working days' notice will be given to all respondents who qualify for the oral presentation phase. Details of the presentation will be provided upon notification of the selected respondent(s). Presentations will be scored using the evaluation criteria stated in A.5.9 (c).
- d. **Award.** Award may be made to the respondent with the highest overall score based on information submitted with the proposal and who provides the best value to the State of Texas. The State of Texas will be the sole judge of best value.

#### **A.5.10 Submitting the Proposal**

The Proposal shall be entitled "Proposal Submitted for RFP No. 300-9-1023" and shall clearly state the Proposal Due Date and Time identified in the Calendar of Events, in A.5.

The Respondent must submit one (1) original signed paper copy and nine (9) copies of its Proposal.

All proposals submitted must be bound in a three-ring binder, in a 12 pt or higher font, include a content page, organized and arranged to correspond directly with the numbered sections of this RFP, and all pages must be numbered.

The Proposal and accompanying documentation are the property of the CPA/TPASS and OOG and will not be returned.

The Proposal shall be sent to the CPA/TPASS Bid Services at one of the following addresses:

By U.S. Mail:

Attn: TPASS Bid Services  
Texas Comptroller of Public Accounts  
P.O. Box 13186  
Austin, TX 78711-3186

By Hand Delivery to (8:00 am - 5:00 pm):

Attn: TPASS Bid Services  
Room 100  
1st Floor  
Central Services Building  
1711 San Jacinto Blvd.  
Austin, TX 78701

By Overnight/Express Mail to (7:45 am - 4:45 pm):

Attn: TPASS Bid Services  
Room 174-A (CPA Mailroom, N.E. Back Dock)  
1711 San Jacinto Blvd.  
Austin, TX 78701