

AMARILLO INDEPENDENT SCHOOL DISTRICT



REQUEST FOR PROPOSALS #3603, MARKETING AND BRANDING SERVICES

DATE: July 09, 2020

Request for Proposals (RFP)s will be received in the Office of David Harder, Director of Purchasing, 7200 Interstate 40 West, Amarillo, Texas 79106-2598 until 4:00 P.M. Central Time, August 6, 2020, for Marketing and Branding Services.

Proposals received late will be returned to the Vendor unopened.

PROPOSAL ENVELOPES SHALL BE MARKED AS FOLLOWS:

PROPOSAL FOR: Marketing and Branding Services
 PROPOSAL NO: 3603
 OPEN UPON RECEIPT
 RECEIPT DEADLINE: August 6, 2020

The enclosed Proposal Form **MUST** be used in submitting your Proposal. Failure to follow these instructions may be cause for the Proposal not to be accepted. Faxed or Emailed Proposals cannot be accepted in the Purchasing Department. Proposals **MUST** be sealed and mailed or hand delivered, or submitted online through Public Purchase.

The enclosed **TERMS AND CONDITIONS** of bids apply to all Proposals unless otherwise stated in writing.

All questions concerning this RFP must be submitted on the Public Purchase web page, www.publicpurchase.com. Deadline for submitting questions is 4 business days prior to bid opening unless stated otherwise in bid document.

ENCLOSURES (Required to be filled out when applicable and returned with proposal):

X	1. Request for RFP Response Form	X	8. Required Contractor Certification
	2. Notice of Request for Proposals	X	9. EDGAR Certification
X	3. Terms & Conditions		10. AISD Standard Form Owner/Contractor Agreement
X	4. Conflict of Interest Questionnaire	X	11. Project Scope and Specifications
X	5. Felony Conviction Notification		12. CTPA Interlocal Agreement Form
X	6. Criminal History Background Check Certification	X	13. Resident Bidder Certification
X	7. Disclosure of Interested Parties		

 David Harder
 Director of Purchasing

DATE _____

REQUEST PROPOSAL RESPONSE FORM

To: Amarillo Independent School District
Attn: David Harder, Director of Purchasing
7200 I-40 West
Amarillo, TX 79106

From: _____
Company Name

Address

City/State/Zip

Area Code and Telephone Number

Area Code and Fax Number

E-mail Address

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the General Proposal Terms and Conditions contained herein, and that if accepted by the Amarillo Independent School District, all of the provisions are part of a binding contract between the Amarillo Independent School District and our company. I, also, certify that this proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same contract, and is in all ways fair and without collusion of fraud. Also, by returning a signed bid you agree that the District may call you for quotes on items not contained within this proposal.

Owner or Legally Authorized Representative

Title

Signature

Date

HUB

Circle one item below		
Yes		No

Signature

RFP PRICE FORM

The proposer shall include the RFP pricing form in their proposal to the District.

Prices shall include all labor, equipment, materials, transportation, overhead, travel, profit, insurance, sales, licenses, incidentals, and all other related costs necessary to meet the work requirements.

TOTAL FIXED FIRM PRICE for services listed in the Statement of Work:

\$ _____

SCHEDULE – Anticipated length of time from notice of award to complete the services listed in the Statement of work:

_____ Calendar Days to Complete

The following should be returned at a minimum (in addition to documents listed above) in the proposer's technical proposal.

1. Executive Summary – include a brief summary of the firm's origin, background, and size of the company, an organizational chart, the overall capabilities of the firm, and proximity of company's resources to the school offices and facilities.
2. Statement of Qualifications –
 - a. Firm's Qualifications – a description of the company's expertise related to the services described requested and a full discussion of the company's recent experience directly related to the discipline. Shall include but not be limited to, other marketing examples, brands, graphics designed etc. Career Academy type experience preferred.
 - b. Personnel – resumes of the key people that will be assigned to this project addressing experience and qualifications, education background, and skills.
 - c. Project Schedule
 - d. Project approach and understanding – describe the project approach that will be taken to help collaborate with the District to finalize a name, logo, and color scheme as well as market this in the future. How will the firm interact with all stakeholders and select a final product?
 - e. References – List five (5) former entities (school districts preferred) for whom comparable services have been performed within the last five years. Include the name, email and telephone number of each client's principal representative. Include samples artwork, etc. in the firm's digital presentation (see item 3. Below).
3. Digital Presentation –

Include a digital presentation with your proposal (video file, etc.) that shows samples of digital marketing material developed and branding, logos, graphics etc. that have been developed in the past. This should be a representation of past work performed. This may be uploaded to public purchase or sent on a flash drive to the purchasing office.

§AMARILLO INDEPENDENT SCHOOL DISTRICT
 General Proposal Terms and Conditions
 Contracts for Goods and Services

The following Terms and Conditions represent our General Terms and Conditions and become a part of any terms of purchase or contract with the District for goods and/or services.

According to Local Government Code, Chapter 176, a person or agent or a person who contracts, or seeks to contract, for the sale or purchase of property, goods, or services with the Amarillo Independent School District ("AISD" or "the District") must file a completed Conflict of Interest Questionnaire with the Purchasing Department. The forms must be completed whether or not a conflict exists. A conflict exists if the person or agent has a financial relationship with a Local Government Officer (LGO), or their immediate family, as defined by Chapter 176. A conflict also exists if the vendor has given a LGO, or a member of their family, a gift or gifts with a total annual value of \$100, with the exception of food, accepted as a guest, or a political contribution as defined by Title 15, Texas Election Code. A list of Local Government Officer members may be found by accessing the Purchasing link on the AISD web page, www.amaisd.org.

- A. AISD will evaluate proposals using the following factors and sub-factors as prescribed in Texas Education Code Sec.44.031:

Criteria	Points
Purchase Price including the total long-term cost to the District to acquire the vendor's goods or services.	30
Reputation of vendor & vendor's goods or services	15
Quality of vendor's goods or services	15
Extent to which the goods or services meet the District's specifications and needs	30
Vendor's past relationship with the District	5
The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses	1
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in the state; or (B) employs at least 500 persons in the state	1
Evaluation of other relevant factors listed in this bid or proposals (listed below):	
Qualification of Key Personnel Assigned to Project	3
Total Points Possible	100

No evaluation criteria written in this bid specification shall supersede the District's right to choose the product or service that is in the best interest of the District. AISD reserves the right to waive formalities.

Proposals must be received in the Purchasing Department BEFORE the hour specified on the opening date. No offer can be withdrawn after opening time without approval by the AISD Purchasing Department. All bid submittals become property of AISD and subject to all state and local laws pertaining to bids. Electronic submittals, when permitted, must be submitted on the Public Purchase website, unless stated otherwise. **AISD does not accept email submissions. Submission of an email bid or proposal will result in the vendor/submission being disqualified for consideration.**

Proposal must show the full name and address of the offerer if different than name and address shown on the offer. Failure to manually or electronically sign proposal may disqualify proposal. Person signing proposal should show title of authority to bind their firm to a contract.

Proposals received LATE may be returned to the offerer.

Proposal price MUST be F.O.B. Amarillo Independent School District.

On annual purchase contracts, quantities are estimated based on past use experience and forecast of anticipated future needs. The District reserves the right to increase or decrease quantities.

The Amarillo Independent School District reserves the right to negotiate, accept, or reject any or all proposals and to waive any or all formalities, or to accept any part of this proposal deemed to be most advantageous to the District. Negotiation may be a part of this process, therefore, the services/products provided and/or cost of services/products may be altered during the negotiation period. However, offerers are encouraged to submit their most competitive price initially. If the scope of services/products and all other requirements are met initially, there may not be any need for negotiation with any offerer. Due to the possibility of negotiations, offers must be good for a period of not less than 120 days. It is the policy of Amarillo Independent School District to purchase goods and/or services on the basis of best offer, not low price alone. Price, quality, service, past performance of vendor/ merchandise, long term cost to the District to acquire goods or service, probability of continuous availability and suitability to purpose being the controlling factors. It is understood that the purchaser reserves the right to arrive at such determination by whatever means deemed appropriate. This proposal is submitted subject to the existing written policies of the Board of Trustees of AISD, which form a part of the contract.

All bid submittals become property of AISD and subject to all state and local laws pertaining to bids.

If a contract is required, a sample contract must be submitted with your proposal. If no contract is submitted, AISD will provide the contract.

PROHIBITIONS: It is express practice of the District that prospective respondents to this RFP refrain from initiating any direct or indirect contact or communication with District Staff or members of the District Board of Trustees regarding the selection process. Any inquiries must be directed to the Director of Purchasing. Any violation of this practice will be considered a basis for disqualification.

GRATUITIES: The District may, by written notice to the proposer, cancel the agreement if it is found by the District that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the proposer, or any agent or representative of the proposer, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract.

DELIVERY: Proposals must show the number of days required for delivery of items ordered after receipt of order. Failure to state the delivery time obligates the offerer to make delivery in 14 calendar days. Tailgate deliveries to school locations are not acceptable unless directed so by the Purchasing Department. Delivery shall be made during normal working hours unless prior approval has been obtained from the District.

Deliveries under terms of the request for proposal will be in accordance with the dates indicated. If delays are foreseen, vendors should keep the District advised. Delivery of purchased items in good condition will be the vendor's responsibility and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified.

The AISD is exempt from Federal Excise Tax, State Tax and Local Sales Tax. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Any taxes charged will not be paid by the District. Tax exemption certificates will be furnished upon request.

Vendors who rely on third parties for financing often request that the District's legal counsel render an opinion addressed either to the Vendor or its financier, stating, among other things, that the District is an existing political institution, its Board of School Trustees approved the contract, etc., and that the contract is a "valid and binding contract". The District's legal counsel will not issue any opinion addressed to either Vendor or its financier in connection with this transaction. Counsel will, however, assist in obtaining affidavits from District personnel having knowledge of the facts, which can then be submitted to legal counsel representing either the Vendor or its financier.

SPECIAL NOTICE: The Purchasing Department of the Amarillo Independent School District is charged with the responsibility of creating a healthy and competitive atmosphere among a large number of vendors; however, vendors may be removed from the various bid/proposal lists due to:

1. Lack of response to bid/proposal invitations.
2. Non-competitive bidding or bidding on only a few items.
3. Failure to adhere to terms and conditions of bid/proposal.
4. Substituting items without prior approval.
5. Failure to render quality service normally associated with the sale of goods or services; i.e. delivery dates not met, shipment problems, return and replacement of damaged goods, provide a contact person associated with the contract, etc.
6. Illegal, inappropriate or unprofessional behavior.
7. Any other relevant factor that a private business entity would consider.

BRAND: Unless stated otherwise, catalog, brand name, or manufacturers' reference used in the proposal request is descriptive - not restrictive - it is intended to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. It is understood that in each case where a brand name and number is given that AISD may accept the item specified or an AISD approved equivalent. If proposing on other than reference specifications, proposer must specify manufacturer, brand, model, etc. of article offered. **IF THE SPACE PROVIDED FOR SUCH IS LEFT BLANK, IT WILL BE EXPECTED THAT YOUR COMPANY WILL PROVIDE THE EXACT SPECIFIED ITEM AT YOUR PROPOSED PRICE SHOULD YOU RECEIVE THE AWARD.** Where AISD has not indicated a specific brand name or model, the offerer shall indicate the brand name and model proposed in the space provided on the response sheet.

IMPORTANT: When submitting alternates to stated pre-qualified items, proof of equality is the sole responsibility of the submitting vendor. All alternates must be submitted for review and qualified by the buyer prior to recommendations to Directors.

All product bid must be new (not refurbished, etc.), unless otherwise specified. Latest model or newest technology should be bid.

Samples, if required, must be furnished free of expense to the School District on or before date specified; if not destroyed in examination, they will be returned to the offerer, if requested, at his expense. Each sample must be marked with offerer's name and address. **DO NOT ENCLOSE IN OR ATTACH SAMPLE TO PROPOSAL.** Detailed specifications must be provided on any machine or equipment other than the make and model specified. The name, address, and telephone number of nearest repair facility must be given, as well as the length of warranty. Proposals may not be considered without this information.

Attach to proposal descriptive literature of the merchandise you are proposing. Mark each item by our designated item number.

Warranty to be at least one (1) year on parts and labor. Vendor must demonstrate their ability to warranty the product throughout its useful life.

The anticipated term of agreement for annual purchase contracts and catalog discounts shall be for a period of one year with the option to renew 2 additional 1 year periods upon agreement by both parties, unless otherwise stated. Price changes will normally only be considered at the end of one agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the proposer. The District will not approve price increases that will merely increase the gross profitability of the proposer at the expense of the District. Price change requests shall be a factor in the agreement extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District. Price increases in the extension year may not exceed CPI or 2%, whichever is lower.

AISD Purchasing personnel are the only employees allowed to place purchases for the School District.

AISD's methods of payment include ACH or credit card only. For additional information, go the following link: <http://www.amaisd.org/cms/one.aspx?portalId=18930063&pageId=19285198>.

Payments that are due and owing will be made by or on the 10th of the month following delivery, if the invoice is received by the 20th of the month of delivery.

All buildings and property owned by AISD are deemed a "drug free zone". Therefore, no one may use, consume, carry, transport or exchange tobacco, cigarettes, e-cigarettes, alcohol or illegal drugs while in or on School District property. The successful entity shall ensure that their employees are informed of this policy and shall ensure that it is adhered to.

Contractor agrees to comply with applicable federal, state and local laws, as well as applicable District policy and regulation, in providing the services contemplated herein. This includes, but is not limited to: (1) Contractor agrees to complete any requirements set forth in Texas Education Code Chapter 22 (relating to criminal history records and certifications) and/or related forms required by the District; (2) By signing this agreement, if Contractor is a "Company" as defined by Texas Government Code § 808.001, Contractor certifies that it does not (1) boycott Israel and (2) will not boycott Israel during the term of this Agreement. The term "boycott" is defined in Texas Government Code §808.001 and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity

doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; (3) In accordance with Texas Government Code, Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board. By execution of this Agreement, Contractor certifies that it is not a company on a list prepared and maintained under Texas Government Code §§ 806.051, 807.051, or 2252.153, and further hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading the District to believe that the Contractor was a listed company at the time of this procurement.

Purchase Order number must be clearly noted on all shipping tickets and invoices and ONLY one number per invoice. No invoice shall be processed and paid which is not completed as stated.

Send all invoices to:

Amarillo Independent School District
7200 I - 40 West
Amarillo, Texas 79106

If applicable, MSDS sheets must accompany your product and will be required with delivery of product to District's warehouse.

Asbestos: Nothing stated or implied in these specifications is to be interpreted as requiring or permitting the use of any asbestos containing material of any kind. In accordance with the Asbestos Hazard Emergency Response Act (AHERA), the Amarillo Independent School District (AISD) is informing its contractors that asbestos containing building material (ACBM) has been identified in various district-owned buildings. For the protection of all students, employees, and workers, all contractors, prior to work being performed within AISD buildings, shall assign a representative to either review the asbestos management plan located in the administration office of the campus, or contact AISD's Asbestos Designated Person, to verify if any ACBM is present in the projected work area. Contact the AISD Procurement Department for contact information of the Asbestos Designated Person.

Contract Status: A response to this RFP shall be considered as an offer to contract. Final negotiations on the best evaluated offer shall be conducted to resolve any minor differences and informalities. After final negotiations, the Amarillo Independent School District shall issue an acceptance of the proposal offer. Both parties prior to executing any changes must agree to all changes to the contract in writing. The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of The Amarillo Independent School District.

Debarment or Suspension: The Amarillo Independent School District is prohibited from spending federal funds with vendors who have been debarred or suspended. By responding to this Bid document, you attest that your company is not debarred by the Federal Government.

Indemnification Requirements: The successful Contractor shall indemnify and hold The Amarillo Independent School District harmless from all Contractors' performance or failure of performance as a result of the contract. The successful Contractor shall keep The Amarillo Independent School District free and clear from all liens asserted to by any person or firm for any reason arising out of the furnishing of services or materials by or to the Contractor. The resulting contract shall be construed under the laws of the State of Texas and venue in any action to enforce the contract shall be in Potter County, Texas. The actions of the successful Contractor with third parties are not binding upon the AISD. The Contractor is not an agent of The Amarillo Independent School District. AISD is precluded by Texas Laws to enter into any agreements that require AISD to indemnify or hold harmless a vendor or third party. Should you

Please go to publicpurchase.com to make sure you have the latest information and any addendums released

provide form contracts, please indicate clearly on a cover sheet that you will delete that (those) provision(s) and mark in red ink (underline) where those provisions are in the agreements.

ADDITIONAL TERMS AND CONDITIONS

AMARILLO ISD CONSTRUCTION FUNDS ARE NOT SUBJECT TO FEDERAL EDGAR REGULATIONS.

THE DISTRICT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR IRREGULARITIES OR REJECT ANY OR ALL PROPOSALS.

WAIVER OF CLAIMS: BY TENDERING A PROPOSAL IN RESPONSE TO THE DISTRICT'S RFP #3603 THE SUPPLIER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A PROPOSAL, AND THE PROCESS USED BY THE DISTRICT FOR SELECTING A SUPPLIER. BY SUBMITTING A PROPOSAL, THE CONTRACTOR FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST DISTRICT AND ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL SUBMITTED IN RESPONSE TO THE DISTRICT'S RFP #3603.

All pricing information submitted in this proposal is potentially subject to release to members of the public if requested in a public information request, unless the proposer separates said pricing information, clearly marks said information as "proprietary" or "confidential," and provides supporting legal authority for such designation. The District, in its discretion, may (but is not required to) seek a ruling from the Attorney General regarding disclosure. All submitted pricing and information may be shared with the District's staff, consultants, and Board of Trustees, and may be discussed in public Board meetings, regardless of whether it is marked "proprietary" or "confidential".

The District believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest to the AISD Internal Auditor at (806)326-1310.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination contract.”

This Notice Is Not Required of a Publicly-Held Corporation.

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: _____

AUTHORIZED PRINTED NAME: _____

TITLE: _____

Check the appropriate box and sign the form.

_____ My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

AUTHORIZED SIGNATURE: _____

_____ My firm is not owned nor operated by anyone who has been convicted of a felony.

AUTHORIZED SIGNATURE: _____

_____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: _____

Details of Conviction(s): _____

AUTHORIZED SIGNATURE: _____

Criminal Background Check Certification for Contractors

To Be Completed by AISD:

Campus/Department: _____

Contact Person: _____

Contact Number: _____

Name of Contactor/Company: _____

Term of Contract: _____ to _____

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information on covered employees. Contractors must certify to the school district that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. For more information on how to obtain criminal histories for covered employees, contact the Texas Department of Public Safety's Crime Records Service at (512) 424-2474.

Definitions:

Covered employee: Employee of a contractor who has or will have *continuing duties related to the contracted services* and has or will have *direct contact with students*. The school district will be the final arbiter of what constitutes direct contact with students.

Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only.

Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. If it is unclear whether you or your employees will have direct contact with students, contact the Amarillo Independent School District.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Service Contractor: An entity, including a government entity and an individual independent contractor, that contracts or agrees with a school entity by written agreement or verbal understanding to provide services through individuals who receive compensation.

To Be Completed by Contractor/Company:

Name of Contactor/Company: _____

Contact Person: _____

Contact Number: _____

Certification

On behalf of _____ (“Contractor”), I, the undersigned authorized signatory for Contractor, certify to the Amarillo Independent School District (“District”) that [initial one]:

____ I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety’s Finger-based Applicant Clearinghouse of Texas (“FACT”). I further certify to the District that I do not have a disqualifying criminal history. I agree to notify AISD in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term. I agree to provide AISD with the name and any other requested information of covered employees so that AISD may obtain my criminal history record information. I understand that AISD may terminate my services if at any time it determines, in its sole discretion, that my criminal history is not acceptable.

NOTE: If you do not have a DPS account, contact Laurie Lambden at AISD Human Resources (806-326-1490).

OR

____ Some or all of Contractor’s employees are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District within three (3) business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

OR

____ None of the Contractor’s employees are *covered employees*, as defined above, because: [either one or both must be checked – refer to definitions on front page]

[] Employees will not have “continuing duties related to the contracted services”

[] Employees will not have “direct contact with students”

If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time contracted services are provided.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

THIS CERTIFICATION MUST BE COMPLETED AND RETURNED TO THE HUMAN RESOURCES OFFICE BEFORE A CONTRACTOR OR CONTRACTOR’S EMPLOYEES MAY PROVIDE SERVICES FOR AISD.

NONCOMPLIANCE OR MISREPRESENTATION REGARDING THIS CERTIFICATION IS GROUNDS FOR CONTRACT TERMINATION WITHOUT PENALTY TO AISD.

DISCLOSURE OF INTERESTED PARTIES

Any vendor that is to be awarded a contract with AISD that either (1) requires an action or vote by the school district before the contract may be signed, or (2) has a value of at least \$1 million, must first file FORM 1295 with the Texas Ethics Commission as per Section 2295.908 Texas Government Code. Amarillo Independent School District will not issue a contract with the awarded vendor until this process has been completed and formally acknowledged by AISD Purchasing Department.

The vendor to be awarded the contract with AISD, upon notice from the District, will need to access the Texas Ethics Commission web site, <https://www.ethics.state.tx.us>. Instructions for accessing the required document from the Texas Ethics Commission website are as follows:

- ❖ Select “File Reports Electronically” from the far left hand column.
- ❖ From the “File Reports Electronically” list, select “Form 1295 Certificate of Interested Parties Filing”
- ❖ Next, you will need to “Log In” to create/complete your certificate¹. If you require assistance, there are links to instructional videos and a list of Frequently Asked Questions (FAQ).
¹The first time you sign in to file, you will be required to set up User ID and Password.
- ❖ When filling out the information to create the “Certificate of Interested Parties”, enter the RFP number / Purchase Order # / Cooperative Contract # / Etc., followed by the vendor name, in the “Contract ID Number” field.

Upon completion of certificate, scan a copy, and e-mail to [the procurement representative](#). Once the completed certificate has been received and verified, a Purchase Order will be issued.

Amarillo Independent School District
Required Contractor Certifications

Contractor Name: _____

Name of Contract: _____ Date of Contract: _____

This Certification is made a part of the above-noted contract or agreement, and is incorporated as if set forth fully therein. Contractor agrees to comply with applicable federal, state and local laws, as well as applicable Amarillo Independent School District (“District”) policy and regulation, in providing goods or services to the District under a contract or agreement. This includes, but is not limited to:

1. If applicable, Contractor agrees to complete any requirements set forth in Texas Education Code Chapter 22 (relating to criminal history records and certifications) and/or related forms required by the District.
2. By signing this agreement, if Contractor is a “Company” as defined by Texas Government Code § 808.001, Contractor certifies that it does not (1) boycott Israel and (2) will not boycott Israel during the term of any Agreement with the District. The term “boycott” is defined in Texas Government Code §808.001 and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
3. In accordance with Texas Government Code, Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board. Contractor certifies that it is not a company on a list prepared and maintained under Texas Government Code §§ 806.051, 807.051, or 2252.153, and further hereby voluntarily and knowingly acknowledges and agrees that the above-noted agreement or contract shall be null and void should facts arise leading the District to believe that the Contractor was a listed company at the time of procurement.

On behalf of Contractor: _____

Date: _____

Printed Name: _____

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

AMARILLO ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to AMARILLO ISD along with you proposal.

The following certifications and provisions are required and apply when AMARILLO ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when AMARILLO ISD expends federal funds, AMARILLO ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when AMARILLO ISD expends federal funds, AMARILLO ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. AMARILLO ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if AMARILLO ISD believes, in its sole discretion that it is in the best interest of AMARILLO ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by AMARILLO ISD as of the termination date if the contract is terminated for convenience of AMARILLO ISD. Any award under this procurement process is not exclusive and AMARILLO ISD reserves the right to purchase goods and services from other vendors when it is in AMARILLO ISD's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when AMARILLO ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance

with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when AMARILLO ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when AMARILLO ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by AMARILLO ISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by AMARILLO ISD, the vendor certifies that during the term of an award for all contracts by AMARILLO ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by AMARILLO ISD, the vendor certifies that during the term of an award for all contracts by AMARILLO ISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by AMARILLO ISD, the vendor certifies that during the term of an award for all contracts by AMARILLO ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by AMARILLO ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by AMARILLO ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by AMARILLO ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When AMARILLO ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor Name: _____

Vendor Address _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Printed Name and Title of Authorized Representative

Signature of Authorized Representative:

Date: _____

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Amarillo Independent School District

Statement of Work

Branding and Marketing Services for Amarillo Career Academy

Revision 0

6/17/2020

Please go to [publicpurchase.com](https://www.publicpurchase.com) to make sure you have the latest information and any addendums released

BACKGROUND

Amarillo Independent School District (AISD) is one of the premier school districts in the Texas Panhandle. It is comprised of approximately 32,000 students, 55 campuses, 2,225 teachers and holds to its mission statement, “To graduate every student prepared for life and success beyond high school.”

Currently AISD has under construction its newest campus, a renovated warehouse that will have approximately 230,000 square feet of innovative instructional learning space. What is currently called the Amarillo Career Academy, will be an instructional facility with over 30 different pathways in nine separate academies encompassing 24 of the 16 career clusters defined by the State of Texas to teach and train students to be assets for the workforce in Amarillo, the Panhandle of Texas, and beyond.

AISD is seeking qualified marketing and branding firms to help develop a branding and marketing campaign that will help complete this project with a facility name, logo, and marketing campaign that will inspire students and the community for generations to come.

The following tasks are desired services and deliverables of the selected marketing or branding firm. At a minimum AISD expects the following, but during the solicitation process, firms may propose ideas and strategies above and beyond. All tasks proposed above and beyond should have measureable deliverables defined.

TASK NO. 1 – RESEARCH AND FOUNDATION

This task encompasses the initial research necessary to define branding and marketing components. It is anticipated that the selected firm will review existing branding in the region and utilize this information as well as their experience and expertise to build strategies and tactics to organically embed AISD messaging into the community, internally and externally, with a message that resonates regionally and nationally.

Deliverables:

1. Develop both short and long term branding strategies and tactics, including a timeline.

TASK NO. 2 – BRANDING & MESSAGE DEVELOPMENT

In this phase of the project, the selected firm will create the messaging, the expression of brand standards, and visual elements that will effectively communicate the Career Academy’s identity to target audiences. Messaging should connect to the hearts and minds of our audiences and be believable, relevant and simple.

Consistency will be a key, but also flexibility that allows use by the wide variety of programs that will make up the Career Academy. Visual elements will include a new facility name, casual

logo, graphics, colors, fonts and elements that are adaptable to use across a variety of collateral and media applications, including social media and the AISD website.

It is important that the firm interacts with students, stakeholders, and administration in the development of Task No. 2 through work sessions, focus groups, etc.

Deliverables:

1. Style guide with visual and graphic standards, including proper logo uses:
 - a. New Facility Name
 - b. Casual Logo
 - c. Logo tag-line
 - d. Transparent logo, to use on both light and dark colored backgrounds
 - e. 2-color logo
 - f. Grayscale logo
 - g. Engraved logo

2. Templates for common needs to include but not limited to:
 - a. Career Academy Letterhead
 - b. Career Academy Fact/Program Sheet
 - c. Marketing folder design
 - d. PowerPoint master
 - e. Newsletter
 - f. Advertising templates and concepts
 - g. Construction fact sheets
 - h. Webpage colors
 - i. Education materials
 - j. Design trade show display.

TASK NO. 3 – STRATEGIC BRAND IMPLEMENTATION & COMMUNITY ENGAGEMENT

This task will define the activities designed to effectively establish the Career Academy’s new brand identity organically to audiences as well as identify ongoing strategies for communicating, maintaining and enhancing the brand’s value over the first three years following the introduction. These strategies should include:

1. Prioritize both short and long-term strategies and tactics, including a timeline.
2. Present various strategies and a variety of communication tools to roll out organically to engage AISD’s customer demographic audiences.
3. Enable audiences to connect and interact with AISD and use feedback to further build the Career Academy’s brand.

4. Provide opportunities for top identified stakeholders and other defined target audiences to become advocates.
5. To ensure effective implementation, the brand strategy should recommend methods for tracking results and measuring success with target audiences.

Deliverables:

1. Brand Strategy
2. Tracking & Measurement Recommendations

TASK NO. 4 – FINAL REPORT AND PRESENTATION

The selected firm will deliver one (1) unbound copy, five (5) printed bound copies and one (1) electronic copy of their final report, including style guide and related graphics, to AISD. Graphics designed to be used for placement in the defined template designs and other marketing materials shall be in a native electronic format commonly used by most computer software and shall not require the purchase of Adobe Photoshop or some other marketing-based software to enable such use. All graphics and or work produced in the execution of this scope of work will be the final and sole property of AISD and the marketing firm will have no claim to ownership, copyright, or any other personnel/monetary claim.

Deliverables:

1. Final report and electronic files.
2. Presentation to AISD's Career Academy development committee and the full AISD Board of Trustees.

MARKETING FIRM RESPONSIBILITIES

At the beginning of the project the selected consultant shall meet with AISD's Superintendent and Career Academy development committee to discuss the approach and method to proceed.

The firm will meet with AISD's Superintendent and Career Academy development committee to review the progress of the work, to discuss any changes in direction or needed details, and in general to ensure that work is proceeding as required.

AMARILLO INDEPENDENT SCHOOL DISTRICT

RESIDENT BIDDER CERTIFICATION SHEET

In order for a proposal to be considered, the following information must be provided.
FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION

Company Name _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email address _____

In business under present name _____ years and _____ months

COMPLETE THE APPROPRIATE SECTION BELOW:

RESIDENT BIDDER

"Resident bidder" refers to a person whose principal place of business is in the State of Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":

MR. MRS. MS. _____
(Circle One) NAME (PLEASE PRINT)

POSITION _____

SIGNATURE _____ DATE _____

OR

NONRESIDENT BIDDER

"Nonresident bidder" refers to a person whose principal place of business is not in the State of Texas.

IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) _____

Do you employ 500 or more people in the State of Texas? YES _____ NO _____

Does your "residence state" require bidders whose principal place of business is in Texas to underbid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

YES _____ NO _____ If "YES", What is that amount or percentage? _____ %

I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:

MR. MRS. MS. _____
(Circle One) NAME (PLEASE PRINT)

POSITION _____

SIGNATURE _____ DATE _____

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COVID 19 – Formal Solicitation Procedures

The following events in the formal solicitation process are required to be modified due to the shelter in place requirements and other health concerns associated with the COVID 19 event. It is the goal of the AISD Procurement Department to still adhere to public transparency practices and keeping the barriers to competition to a minimum. Towards this goal the following written procedures will help vendors understand the requirements for the major milestones that are associated with the Formal Solicitation process and how those have changed due to the emergency event.

Pre-Proposal Meetings – Should a pre-proposal meeting be required, an online pre-proposal meeting will be held as specified in the advertisement and solicitation. The link to join the meeting will be posted on AISD's online bid system (www.publicpurchase.com) for the event. Vendors who attend the online meeting will be required to email the names, company name, phone number, and email address of those that attended the meeting to the meeting facilitator so that AISD can generate a pre-proposal sign in sheet. The contact information of this facilitator will be discussed in the pre-proposal meeting.

If site visits are needed, proposers will be given a contact to schedule individual walkthroughs. Any questions asked orally during the walkthrough shall be submitted in writing through Public Purchase, and AISD's official answer will only be through writing.

Online Bid Responses – The online bid response method is unchanged. Vendors may upload all the proposal documentation through Public Purchase. AISD personnel cannot open or access the uploaded information until the due date and time of the event/solicitation. A bidder may modify their uploaded documents up until the bid closing time. This is the preferred method by AISD, especially during the current COVID-19 event.

Hard Copy Bid Responses – Hard copy responses will still be accepted. The Education Support Center, where bids are mailed, is still accepting deliveries from all major carriers (FedEx, UPS, USPS). Note, there is a risk of the submitted bid arriving on time should one of these carriers not run on time or have delivery delays. It is still the responsibility of the vendor to get their hardcopy response to AISD prior to the due date and time as AISD cannot accept any proposal received after the due date and time.

For an hour prior to the due date / time, AISD Procurement will have a representative present in the Lobby of the Education Support Center (ESC), 7200 I-40 West, Amarillo, TX 79106. Hard copy responses can be hand delivered to the AISD Procurement representative up to the due date and time.

Public Bid Openings – Those formal solicitations that require a public bid opening will be conducted through an online meeting. The link to join the online meeting will be posted on AISD's online bid system (www.publicpurchase.com) for the event. This bid opening will occur as specified in the solicitation. If the solicitation specifies that the opening will happen directly after receiving proposals, it may take a few minutes for any hardcopy responses to be delivered from the ESC to the bid opening location. Otherwise if the bid opening is specified at a later time or date, it will be specified in the solicitation.

If any vendor has any questions about these procedures please contact the AISD Contact for the bidding event, or submit a question through Public Purchase.

Please go to publicpurchase.com to make sure you have the latest information and any addendums released

Amarillo Independent School District

PROCUREMENT DEPARTMENT
7200 INTERSTATE 40 WEST
AMARILLO, TEXAS 79106-2598



PHONE: (806) 326-1060
FAX: (806) 354-4363

ADDENDUM # ONE (1)

Request for Proposals # 3603 Marketing Services

July 16, 2020

The following information is being provided to clarify the bid requirements and address questions received as of this date:

General Terms and Conditions Changes:

NONE

Scope Change:

NONE

Question Answers:

1. Can you elaborate on the type of research you envision for Task No. 1? Will this include research conducted online, via phone survey, focus groups, door-to-door interviews, etc.? Will research be conducted with internal stakeholders or mainly with external audiences (i.e. parents, community members, etc.)?
This research will be up to the awarded firm. AISD would prefer that enough research is done to get to know the market in Amarillo and that would perpetuate the vendor's proposed logo, colors, taglines, etc.
2. What research have you conducted in the past? What was the participation rate?
This is the first time AISD has done this type of services for logo/brand/marketing.
3. Do you envision these research studies to take place during the academic year? Do you have a specific timeline in mind?
AISD would like tasks 1-3 to be complete by October 1, 2020, with Task 4 (the Board presentation) to take place in the October School Board Meeting. This meeting is usually the 3rd Monday of the month.
4. What is your estimated budget for this work? Alternatively, what is the anticipated not-to-exceed amount and/or budget range?

AISD is not going to release a budget number at this time. Please propose based upon the requested scope of work, the fixed price your firm will require for those services.

5. Do you have preference for a Texas based firm or are you open to working with an national agency?

As per Texas law we are considering if a firm is based in Texas or has 500 or more employees in the State of Texas. 1 point out of our 100 assigned points will be considered. Also Texas law makes us consider an out of state bid price as a % higher of what the bidder's state of residence gives preference to its own companies residing within their state. See the Resident Bidder Certification form for more details. Outside of those two requirements, all firms will be considered.

6. The RFP asks for hard copies of the proposal. How many hard copies are you requesting? In addition how many electronic copies on a flash drive are you requesting?

Firms may submit hardcopy or online through public purchase. A responding firm does not have to do both. If a firm chooses to submit hard copies, please provide 3 hardcopies and 3 flash drives.

7. Are you currently working with a marketing firm? If so, are they being considered for this work?

No we are not currently working with a marketing firm.

8. Will you be providing contact lists for the various audiences to be surveyed? If so, how many records can you provide for each group?

AISD will work with the awarded firm to provide information needed to complete the survey or facilitate meetings with groups. Currently we do not have a number of records for each group. Firm should propose how many are needed for this type of service.

9. You are asking participants to furnish all creative materials for the final presentation and the district will maintain complete ownership of all creative from all participants, regardless if they win the bid or not? Are you offering to compensate the agency for this material even if they do not win the bid?

The SOW will only be completed by the awarded firm. AISD will evaluate each firm based upon the information asked for in the technical and pricing proposal, and make a final award to the highest ranked firm. That firm then will execute the statement of work and thus yes will be paid the firm fixed price bid for the product/graphics/logos/etc. delivered. The final report and presentation will be delivered to the Board upon completion of the awarded firm's work.

Attachments:

NONE

Sign and return a copy of the addendum acknowledgement with your proposal.

Company Name: _____

Address: _____

Contact Name: _____

City, State, Zip: _____

Telephone Number: _____

FAX Number: _____

By: _____

By: _____

Authorized Representative – Signed by Hand

Authorized Representative – Typed or Printed

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