



REQUEST FOR PROPOSAL
SERVICES TO MANAGE CITY OF AMARILLO RICK HUSBAND AMARILLO INTERNATIONAL
AIRPORT MARKETING AND ADVERTISING CAMPAIGN
RFP 18-21

The City of Amarillo (City) is soliciting a Request for Proposal (RFP) from respondents who are interested in and qualified to provide Services to Manage the City of Amarillo Rick Husband Amarillo International Airport Marketing and Advertising Campaign located at 10801 Airport Boulevard in Amarillo, TX 79111 as outlined in this RFP. It is the intent of the City to award this proposal to the best evaluated respondent.

PURPOSE:

The Rick Husband Amarillo International Airport (“Airport” or “AMA”) is seeking competitive proposals from qualified entities interested in planning, creating, and managing an airport marketing/advertising campaign. Each interested party (Respondent) shall submit a proposal that details their ability, experience, and qualifications in creating a detailed and comprehensive marketing/advertising campaign. The Airport desires to contract with a professional marketing firm that is capable of creating such a campaign, recommend a reasonable and effective marketing budget, and present an implementation schedule. This campaign is anticipated to run for 12 months and may be extended.

The Airport desires to work with an advertising/marketing firm that will be able to plan, create, and manage a comprehensive digital campaign to improve targeted consumers’ impression and knowledge of the Airport, improve consumers’ engagement with the Airport, and manage certain aspects of the Airport’s television advertising and website content.

BACKGROUND:

The Rick Husband Amarillo International Airport is a primary commercial service airport located in Amarillo, Texas, owned and operated by the City of Amarillo, Texas. In 2019, AMA had approximately 365,000 annual passenger departures. The Airport is served by three (3) commercial airlines: American, United, and Southwest with non-stop service to Dallas (both DFW and DAL), Las Vegas, Denver, and Houston (both IAH and HOU). Like many industries, the COVID-19 pandemic had an unprecedented impact on the Rick Husband Amarillo International Airport. The Airport has made a significant recovery month-over-month, but there is still additional passenger traffic to recover.

Previous Airport advertising has focused on both specific airline service opportunities and generalized campaigns but has primarily utilized traditional television and radio media. While the Airport believes that some of these campaigns have been effective, a true assessment of the effectiveness of any new campaign is desired. While some digital media has been used in the past, it has been very difficult to determine the effectiveness of its use and most of those digital campaigns did not have a

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unified strategy or coinciding visual features.

Approximate Timeline:

Issuance of RFP	June 25, 2021
1 st Advertisement	June 28, 2021
2 nd Advertisement	July 5, 2021
Deadline for RFP Questions	July 26, 2021
Deadline for Responses to RFP Questions	July 29, 2021
Proposal Due Date	August 5, 2021

DUE DATE AND DELIVERY LOCATION

PROPOSAL DUE DATE AND DELIVERY LOCATION:

Four Copies (one marked "original" and three marked "copy") of your response containing all items and information required by this RFP must be submitted in a sealed envelope or box clearly marked with **RFP 18-21 Services to Manage City of Amarillo Rick Husband Amarillo International Airport Marketing and Advertising Campaign** on the outside of the envelope or box and must be received in the Purchasing Department at the following address **before Thursday, August 5, 2021 at 4:00 p.m. Central Standard Time** to be considered:

City of Amarillo
Purchasing Department, Room 307
601 S. Buchanan
Amarillo, Texas 79101

GENERAL CONDITIONS

OWNERSHIP OF WORK PRODUCT:

Respondent acknowledges and agrees that all work produced pursuant to this RFP is work made for hire and accordingly, all data and reports are owned exclusively by the City. A complete copy of same shall be provided to the City and any further use of these work products shall be only with the express written consent of the City.

LEGAL ADDRESSES:

All notices, letters, and other communications to the respondent will be mailed, faxed, emailed or delivered to the respondent's business address, fax number or email address listed in your response. The respondent may change the address or contact information at any time by notice in writing to the City.

INDEMNIFICATION:

Consultant agrees to defend, indemnify and hold harmless City and its elected officials, officers, agents, and employees from and against any and all claims, demands, damages, costs, liabilities and expenses, including penalties, fines, judgments (including court costs, interest and reasonable attorney's fees), of any kind arising out of the negligent acts, errors, or omissions of consultant, its employees, subcontractors or agents in performing services under this agreement. Consultant is to perform in a sound and professional manner by exercising the degree of care, skill, and diligence in

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the performance of the services as is exercised by a professional under similar circumstances at the time such services are performed. This indemnity provided herein shall survive the expiration or termination of this agreement.

PROPOSALS BECOME PUBLIC RECORDS:

During the evaluation process, the City treats all responses with the highest level of confidentiality. However, once the evaluation process has been completed and a contract is awarded, the entire procurement becomes public information. Any proprietary information revealed in the proposal should therefore be clearly identified as such.

CONFIDENTIAL OR PROPRIETARY INFORMATION:

If you consider any portion of your response to be confidential and/or proprietary and that disclosure of its contents to competitors would cause you substantial competitive harm, you must clearly identify those portions of your response by putting the term **CONFIDENTIAL OR PROPRIETARY** in bold letters on the applicable page(s). The City will attempt to protect the identified portions from disclosure to the extent possible under the law. You will be given notice of any request for disclosure of the identified information and given the opportunity to support your claim of confidentiality before the Texas Attorney General.

QUESTIONS, CLARIFICATIONS and CORRESPONDENCE:

All questions and requests for clarification must be submitted to the Purchasing Agent in writing and will be answered by the Purchasing Agent in writing. No questions will be accepted or answered verbally. **Except as provided in this section, upon issuance of this RFP, RFQ, or Bid vendors are specifically directed not to contact other City personnel, to include any Engineers or Architects and anyone other than purchasing personnel for answers to questions, clarifications, meeting, conferences, or technical discussions or anything else related to this RFP, RFQ, or Bid.** Failure to strictly abide by this policy may result in the immediate disqualification of the vendor from this and other bidding opportunities.

Exempted from the no contact rule is the Pre-bid meeting, to which all of the registered vendors are invited. Pre-bid meetings can be either mandatory or non-mandatory. All questions presented at a Pre-bid meeting will be addressed in an aggregated Question and Answer document that will then be provided to all vendors at the same time.

If the answers do not change the information published in the original documents, they will be sent a clarification only. If the answers do change the information published in the original documents, they will be sent an addendum. Addendums require signed acknowledgement of receipt of the addendum by signed and submitted with the response to the RFP, RFQ, or Bid.

It is the responsibility of the respondent to verify if any addendum(s) or clarification(s) have been issued and to make sure the respondent has received all copies. Contact the Purchasing Department at 806-378-3028 to verify this information. Respondents may also go to www.publicpurchase.com and register as a vendor with the City of Amarillo and to download a copy of the addendum or any other bidding documents. Addendums and clarifications will be posted to the public purchase website. If a vendor is not registered with public purchase, then all bidding documents will need to be requested through the City of Amarillo Purchasing Office by emailing purchasing2@amarillo.gov. For vendors that receive copies of bids and correspondence through the purchasing office, addendums and

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clarifications may be mailed or emailed to the vendor's contact information we have on file. It is the vendor's responsibility to keep their company's information updated with the public purchase website as well as with the City of Amarillo. If an addendum(s) or clarification(s) is not able to be mailed or emailed due to size or for any other reason, then registered respondents may be called and asked if they would like to pick up a copy from the Purchasing Department. Vendors may submit signed addendums to the City by emailing purchasing2@amarillo.gov or by mailing them to the City of Amarillo Purchasing Department

All questions must be submitted at least 10 days prior to the bid due date. All questions will be answered at least 7 days prior to the bid due date. If the questions cannot be fully answered by that time then, the opening date of the bid will be extended by amendment to allow sufficient time for all questions to be answered and those answers to be provided to all registered vendors.

Submit your questions to:
Trent Davis, Purchasing Agent
City of Amarillo
P.O. Box 1971
Amarillo, TX 79105

If you wish to e-mail questions, send them to purchasing2@amarillo.gov

ACCEPTANCE OR REJECTION OF PROPOSALS:

The City reserves the right to accept or reject any or all responses or parts of responses, to waive any formalities and technicalities, and to accept the best evaluated response.

TERM OF AGREEMENT:

The term for this contract shall be for a 12-month period beginning October 1, 2021 and ending September 30, 2022. The contract may be extended for two (2) additional two-year periods by the expressed written consent and agreement of the Airport and the successful Respondent.

CANCELLATION:

The RFP may be cancelled (in part or in its entirety) at any time with written notice by the City.

REIMBURSEMENTS:

There is no express or implied obligation for the City to reimburse respondents for any expenses incurred in preparing responses to this Request for Proposals. The City will not reimburse respondents for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

DISPUTES:

In case of any doubt or difference of opinion as to the services and deliverables herein, the decisions of the City shall be final and binding on both parties. The laws of the State of Texas will govern interpretation and performance of the obligations imposed on the parties pursuant to this order. Further, the successful respondent agrees that the courts of the State of Texas shall have jurisdiction over the successful respondent with respect to any action brought by the City relating to the performance of the respondent's obligation hereunder. Venue and jurisdiction of any suit, right or cause of action arising under or in connection with these specifications, shall lie exclusively in Potter

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County, Texas.

REQUEST FOR NON-CONSIDERATION:

Request for non-consideration or withdrawal of a response must be made in writing to the Purchasing Agent and received by the City prior to the time set for opening.

DEFAULT:

In case of default by the successful responder, the City of Amarillo may procure the services from other sources.

FORM 1295:

Effective January 1, 2016 The Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file form 1295 electronically with the Commission. Before the City of Amarillo will enter into a binding agreement with a business that said business must submit form 1295. The said business must go to www.ethics.state.tx.us to file Reports Electronically. Once the said business has filed the report electronically the said business will print a copy of the form and submit back to the City with the signed copy of the contracts. Once the City has received the copy of the submitted form 1295 and acknowledged the form on the Texas Ethics Commission website the City will execute the contract.

NON EXCLUSIVE RELATIONSHIP:

All of the parties' obligations under the contract shall be nonexclusive and shall not be construed as limiting either party's ability to develop, deploy, or support similar products or services.

CANCELLATION CLAUSE:

The contract shall include a clause that will allow the Airport to terminate the contract or project under the contract, with or without expressed cause, by giving 30 day's written notice of such termination to the Successful Respondent. In the event of such termination the Airport shall reimburse the Successful Respondent for performed and reasonable expenses actually incurred by the Successful Respondent in relation to the terminated contract prior to the final termination date.

The contract shall also include a clause that will allow the Successful Respondent to terminate the contract or project under the contract, with or without expressed cause, by giving 60 day's written notice of such termination to the Airport.

NON DISCRIMINATION POLICY:

In connection with the performance of work under the contract, the Respondent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Tx. Stats., sexual orientation as defined in s.111.32(13m), Tx. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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DIRECT OR INDIRECT ASSIGNMENT:

The successful Respondent will not be permitted to directly or indirectly assign its rights and duties under the Contract without prior written approval by the Airport Director.

SUBCONTRACTORS:

All provisions and/or stipulations within this Proposal shall also apply to any authorized subcontractors.

PRICE ADJUSTMENT:

Respondents will be required to honor their proposed prices for the term of the contract period.

CONTRACT INTEGRATION:

These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the RFP; in such cases, the special requirements shall apply. The documents constituting the contract between the Airport/City and Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders (with the most recent taking precedence); Contract Document Amendments; the Contract Document as described in this signed Agreement; Request for Proposal Addenda; Request for Proposal; and the Firm's Proposal. Any terms of any other documents concerning this agreement are superseded by the terms set forth herein.

INSURANCE:

CONSULTANT will provide insurance coverage in accordance with CLIENT'S insurance requirements as set forth in the "Certificate of Insurance Requirements," attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to CLIENT, this Agreement may be terminated by CLIENT, without penalty, on written notice to CONSULTANT. In addition, CONSULTANT will provide Professional Liability Insurance in the amount of One Million and No/100 Dollars (\$1,000,000.00) per claim for this Agreement's term.

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CONDITIONS FOR PROPOSAL SUBMITTAL

All responses to this RFP become the property of the City. The City will not return responses or other information supplied to the City.

All respondents shall comply with all conditions, requirements, and specifications contained herein. Any departure will constitute sufficient cause for rejection of the response.

Responses to this RFP are to be signed by an officer of the company authorized to bind the company in a contract submitted and to its provisions submitted in the RFP. **Failure to manually sign the response will disqualify the respondent.** Responses are to contain a statement indicating the period during which the response will remain valid. A period of not less than ninety (90) days is required.

FAMILIARITY WITH SCOPE OF WORK:

This RFP is based on the Scope of Work and information included in this document. Prior to submission of any response, each respondent should be thoroughly familiar with the scope, information, and the general terms and conditions in this package. The failure or omission of any respondent to examine any form, instrument or document shall in no way relieve any respondent from any obligation in respect to his/her response. No allowance will be made because of lack of knowledge of this document. It is the responsibility of each respondent to ascertain the completeness of the information contained herein and thoroughly address those concerns in their response to this RFP.

SPECIFIC PERFORMANCE:

This RFP will require specific performance on all criteria as stated in your response. All specifications are as written unless specifically taken exception to by you. Any exception accepted by the City will be strictly adhered to. Responders must submit written requests for exceptions to any specifications/conditions with their response. *Exceptions made without submission of a written request may result in disqualification.*

PROJECT BUDGET:

The total marketing budget for the contract performance period which includes all available funds for digital, television, and the respondent's services is approximately \$300,000.

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RFP RESPONSE ELEMENTS AND FORMAT

The City requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described response format. The intent of the response format requirements is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. A response that does not provide all the information requested below may be deemed non-responsive. Your response must concisely contain sufficient information to assure the City of its accuracy and any additional information necessary to summarize the overall benefit of the response to the City. **Proposals must include the following information in the order listed:**

1. Qualifications and Experience:

- a. Complete the Respondent's Information and Signature Page (Attachment A).
- b. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement. Provide a one-page company profile listing company history, employee make-up, state of proprietorship, partnership or incorporation and any other pertinent information that can be used to evaluate your Company.
- c. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
- d. Describe the experience of the firm in the last thirty six (36) months in performing services of similar size and scope.

2. References:

Company is to indicate three (3) references. List should include client name, address, phone number, email, and client contact. Preferred references will come from venues similar in size and scope that the company has done business with within the last five (5) years. A client list may also be included to show your experience with similar venues. Do not use the City of Amarillo as a reference. (Attachment B)

3. Exceptions:

Respondents must clearly submit with their response written requests for exceptions (if any) to any item or condition required in the RFP.

4. Addendum Acknowledgement:

Respondent must acknowledge receipt of any addendums by signing and returning the signature page of the addendum as required in the Questions, Clarifications and Correspondence section under the General Conditions heading.

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5. Response to Specifications:

Please respond briefly to the specifications outlined in this RFP and if your solution can meet the specifications and if not, if there is another way that you can meet the need. Your response to this RFP shall include a table of contents, text drawings, graphics, and tables as needed to clearly describe your company services and qualifications. Provide information in your response that indicates a demonstrated understanding of the scope of work, demonstrated ability of the respondent team to meet the requirements as set forth in this RFP, demonstrated innovation and concepts, and provide proposed annual pricing with applicable pricing structure in relation to this RFP.

6. Resumes:

Company will submit resumes for the proposed key personnel: Identify the project manager, technical personnel supporting each area as required by the technical specifications, software development personnel; detailed description of relevant qualifications of the key personnel; current projects/commitments for key personnel and how much time they will be dedicated to this project. Describe how company will communicate with the City of Amarillo throughout the implementation process.

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RFP SCOPE OF WORK

The Airport desires to work with an advertising/marketing firm that will be able to plan, create, and manage a comprehensive digital campaign to improve targeted consumers' impression and knowledge of the Airport, improve consumers' engagement with the Airport, and manage certain aspects of the Airport's television advertising and website content.

Scope of Work shall include, but is not limited to the following:

The marketing contract will be awarded to the Respondent best demonstrating the experience and qualifications necessary to plan, create, and manage a marketing campaign and strategy for the Amarillo International Airport that is able to meet the following objectives:

- Educates the traveling public about the benefits of flying to or from AMA.
- Captures a high percentage of the true market and increases the Airport's customer reach.
- Supports current, and development of new, unique marketing campaign concepts that deliver a consistent and unified message across all suggested marketing venues/platforms. It is the intention of the Airport to have a consistent, managed presence that reasonably reaches the target market and tracks the actual effectiveness of the campaign.
- Provides for real and managed target audience outcomes.
- Helps to increase the number of passengers (both business and leisure) that use the Airport.
- Provides for real engagement by existing and new customers.
- Create and maintain a unified look and message between the digital campaign, the television campaign, and the Airport's website.

The above objectives should be achieved through the following methods:

- Fully develop target audiences and personas necessary to reach through this advertising campaign.
- Create a lasting search engine optimization strategy that reaches relevant audiences in target markets. This strategy should consist of on-page, off-page, and technical SEO recommendations.
- Develop a long-term content development strategy to bolster the existing web presence of AMA, as well as provide valuable information to target audiences.
- Provide suggestions, budget, and strategy for paid advertising across multiple digital platforms, social media platforms, emerging media platforms, and Google's suite of advertising platforms.

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- Provide a media marketing strategy for running commercial assets on local TV stations within the greater Amarillo areas, as well as other target markets.
- Focus on outcome-based marketing strategies with a comprehensive suite of reported metrics on a monthly basis.
- Design and strategy development of Out-of-Home marketing efforts in the target markets.
- Determine the effectiveness of the digital campaign using high-tech analytics tools and emerging technologies.
- Provide monthly detailed reports to the Airport and discuss the reports and recommendations for campaign changes with the Airport at least monthly.
- Utilize search engine optimization to ensure the best possible web presence for the Airport.
- Respond positively to new opportunities or events that present themselves during the campaign time period.
- Team with supporting firms/organizations/companies to provide all the services required of this RFP's scope if all are not provided by the responding primary firm/organization/company.
- Work within the Airport's available marketing/advertising budget.

MINIMUM REQUIREMENTS:

Respondents (individually or as a team) are expected to meet or exceed the following qualifications for this RFP:

- Have a minimum of five years previous experience in developing and managing marketing programs/campaigns.
- Have a clear understanding of airport marketing tactics and challenges.
- Have a clear understanding of values of the citizens of the Texas Panhandle.
- Have a clear and in-depth knowledge of Search Engine Optimization.
- Have sufficient personnel to effectively develop and manage a marketing program.
- Have a minimum of 3 years managing digital marketing programs/campaigns.
- Have the ability to coordinate the purchase of digital and traditional advertising.

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EVALUATION OF PROPOSALS

After the responses are opened on the established date and time, they will be reviewed for responsiveness. In order for a response to be considered responsive, it must conform to all the substantial material terms and conditions required in the RFP. A response that does not conform to all the substantial material terms and conditions in the RFP will be declared non-responsive and will not be further evaluated.

Responses will undergo an evaluation process conducted by senior members of management of the City of Amarillo. The respondent selected for award will be chosen on the basis of the best evaluated response to the City. The committee will evaluate the responses based upon the following evaluation criteria and scoring matrix:

EVALUATION CRITERIA:

This proposal will be awarded to the best evaluated proposer. The following scoring will be used to evaluate each proposer's response to the RFP.

A.	Experience and Qualifications of Proposed Team	20 pts
B.	Demonstrated Understanding of Scope	20 pts
C.	Demonstrated Ability of the Respondent Team to Meet the Requirements	10 pts
D.	Proposed Innovation and Concepts	20 pts
E.	Past Performance as Described by References	10 pts
F.	Proposed Pricing	20 pts
G.	Total Possible Points	100 pts

NEGOTIATIONS:

Negotiations may be conducted with responsible respondents who submit Proposals that are reasonably susceptible of being selected. All respondents reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Evaluation Committee. Following any presentation and/or interviews, firms will be ranked in order of preference and contract negotiations will begin with the top ranked respondent. Should negotiations with the highest ranked respondent fail to yield a contract, or if the respondent is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked respondent, etc. However, the City may in its sole discretion, award a contract without interviews, based solely on information supplied in the proposal responses.

BEST AND FINAL OFFER/REQUEST FOR CLARIFICATION:

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the publishing of the Vendor Short List or at any other evaluation process step.

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CONDITIONS FOR AWARD OF CONTRACT

CONTRACT FORM:

Please submit a sample contract that your company uses for this service. We will work with the awarded respondent to negotiate a contract that is acceptable to both parties. If there is a conflict with the contract and the proposal, the proposal will be used. All other documents including the original Request for Proposal package together with all proposal addendums and clarifications and the successful respondents bid documents will be included by reference.

ASSIGNMENT OF PROPOSAL / CONTRACT:

Once the Contract is awarded to the successful Respondent, the Respondent cannot assign or subcontract the work or any part thereof, without the previous written consent of the City. Such consent shall not relieve the assignor of liability in event of default by their assignee.

CONTRACT DOCUMENT REQUIREMENTS:

After the proposal has been awarded by the governing body, the Purchasing Department will send the awarded respondent a Notice of Award which will include a contract and a listing of other documentation required prior to fully executing the contract. Upon receipt of this notice, the vendor will have ten (10) calendar days to provide the Purchasing Department with all of the insurance, signed contracts and any other documentation that is required by the terms and conditions of the proposal. **The Contracts must be signed by the City, insurance, and all other conditions required by the terms and conditions of the proposal must also be met before any work may begin.** If there is failure to demonstrate good faith effort in providing the necessary documentation, then the respondent will be considered to have abandoned his proposal. The proposal will then be considered as non-responsive and may be promptly re-awarded to the next best evaluated proposal.

DEBARMENT CERTIFICATION:

Respondent will be required to certify that neither it nor its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract resulting from these specifications by any federal department or agency. A 'No Award to Debarred or Suspended Vendor's Assurance' form is attached (Attachment D).

INDEBTEDNESS TO THE City OF AMARILLO:

Per City Ordinance No. 6706, the City of Amarillo will not award a proposal to vendors who are delinquent in any indebtedness to this City.

CITY EXCLUDED PARTIES LIST:

Please note the City's Excluded Parties List attached and submit your bid accordingly (Attachment E).

CONFLICT OF INTEREST:

Per the terms of Chapter 176 of the Local Government Code, should any vendor be awarded all or any part of the goods or services on which this Proposal solicits a return, then it is the vendor's sole responsibility to provide the City, with an updated Conflict of Interest Questionnaire, Form CIQ. The vendor must file the updated form within 7 days after learning that a prior filing (if any) is no longer accurate. This form and the names of the City Council Members, Mayor, City Manager, Deputy City Manager, and Assistant City Managers is available on the City's website located at www.amarillo.gov

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ATTACHMENTS:

Attachment A: Respondent Information

Attachment B: References

Attachment C: Insurance 2.04

Attachment D: No Award to Debarred or Suspended Vendors Assurance

Attachment E: Cities Excluded Parties List

Attachment F: Anti-Israel Boycott and Anti-Terrorism Compliance Status Form

Attachment G: Local Preference Consideration Form

Downloaded from publicpurchase.com

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REQUEST FOR PROPOSAL

CITY OF AMARILLO

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RESPONDENT'S INFORMATION AND SIGNATURE

The undersigned affirms that they are duly authorized to execute this contract, that this RFP has not been prepared in collusion with any firm, and that the contents of this RFP has not been communicated to any other firm prior to the official opening of this RFP.

Date: _____

Company Name: _____

Printed Name: _____

Title: _____

Phone number: _____

Fax number: _____

Email _____

Mailing Address: _____

PO Box or Street, City, State and Zip

Remit Address (if different than above) _____

PO Box or Street, City, State and Zip

Federal Tax ID No.: _____

Signed By: _____

ATTACHMENT B REFERENCES

Provide references for similarly successful projects from three governmental agencies (or regional districts), including the name of the agency, address, contact name, telephone number and a brief description of services provided:

1. _____
COMPANY NAME

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

SERVICES PROVIDED

2. _____
COMPANY NAME

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

SERVICES PROVIDED

3. _____
COMPANY NAME

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

SERVICES PROVIDED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/00

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Any Company 1234 Purchasing Drive Amarillo, TX 79000-1111	CONTACT NAME: First Pick Insurance Company PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A:														
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Motivation, Inc. 3890 Ambition Drive Amarillo, TX 79124-1000														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	PQR 9101112	01/01/0001	01/01/00	EACH OCCURRENCE \$500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (By one person) \$ PERSONAL & ADV INJURY \$500,000 GENERAL AGGREGATE \$500,000 PRODUCTS - COMP/OP AGG \$500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	XYZ 9101112	01/01/0001	01/01/00	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$250,000 BODILY INJURY (Per accident) \$500,000 PROPERTY DAMAGE (Per accident) \$100,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	ABC 9101112-2	01/01/0001	01/01/00	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured as respects the Auto & General Liability & Waiver of Subrogation in favor of the City of Amarillo applies to Work Comp for all work performed on behalf of the City.

CERTIFICATE HOLDER City of Amarillo Attn: Purchasing Dept. P.O.Box 1971 Amarillo, TX 79186	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SUBSECTION 2.04
CERTIFICATE OF INSURANCE REQUIREMENTS

Revised January 26, 2000

Without limiting any of the other obligations or liabilities of the Contractor , the Contractor shall provide minimum insurance coverages as listed below , prior to the execution of the contract and maintain coverages, without interruption provided by an insurer of a Best Rating of B+ or better , until the work is completed and accepted by the City . A certificate of insurance will be placed on file with the contracting department of the City of Amarillo prior to the execution of the contract .

TYPE OF COVERAGE	MINIMUM LIMITS
WORKERS' COMPENSATION - Coverage A	Statutory
EMPLOYERS LIABILITY - Coverage B	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000
NOTES:	
Worker's Compensation insurance shall include a Waiver of Subrogation in favor of the City of Amarillo	
COMMERCIAL GENERAL LIABILITY :	
Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products / Completed Operations	\$500,000
Products / Completed Operations Aggregate	\$500,000
NOTES :	
1) Coverage for explosion, collapse, & underground property hazards cannot be excluded .	
2) Contractual liability coverage cannot be excluded.	
3) Contractor will assume all liability for independent subcontractors.	
4) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City .	
AUTOMOBILE LIABILITY :	
Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000
NOTES:	
1) Coverage must include all owned, hired and nonowned autos.	
2) Coverage must include City of Amarillo as an additional insured.	
OWNER-CONTRACTOR PROTECTIVE POLICY FOR WATER, SEWER, STORMSEWER OR PROJECTS WITH OVERHEAD CONSTRUCTION	
Each Occurrence	\$500,000

In the event of any material change, non-renewal or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the contracting department of the City of Amarillo for such changes or cancellation.

NO AWARD TO DEBARRED OR SUSPENDED VENDOR'S ASSURANCE

Revised 8/29/2019

NOTE: The City will not award a contract to any contracting entity or any officer, principal or member of an entity making a bid or proposal that:

1. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government entity may be considered ineligible to be awarded a contract by the City of Amarillo.
2. Within the three-year period preceding any bid or proposal convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph two.
4. Within the five year period preceding a bid or proposal to the City had any public transactions, or contracts (Federal, State, or Local) terminated for cause or default.
5. Within the five year period preceding a bid or proposal to the City had in the course of any public transactions (Federal, State, or Local) forfeited, payment or a performance bond on any contracted job.
6. Is involved in any kind of litigation against the City without the express written permission of the City.
7. Refuses or fails to comply with City Policies and Procedures by starting any work without proper authorization from the Purchasing Department in writing and in hand prior to the commencement of the job or project.
8. Knowingly or unknowingly assists or facilitates any employee of the City in avoiding or circumventing any City Purchasing Policy or Procedure.
9. During the course of any job or contract, any of the above described events occur and the contractor may thereby become ineligible for public transactions with any Federal, State or Local agency, then the City may take any steps it considers necessary to insure the timely and successful completion of the pending contract. This may include anything from additional monitoring and reporting requirements up to suspension and removal of a contractor or subcontractor from a jobsite.

INSTRUCTIONS: (A) This document must be signed by a person authorized to legally bind the entity making a bid or proposal. By signing this form the bidder acknowledges that it has read this entire document and certifies that none of the above exclusions apply to the entity or its principals, officers, or members. Failure to return this executed document with submitted bid documents may cause the bid to be deemed as unresponsive. **(B)** The City reserves the right to waive or modify as to a particular party, bid, or proposal due to either (i) mitigating circumstances surrounding any type of event or condition described above or (ii) a paramount need of the City as determined by the City for business reasons. **(C) The Federal Excluded Parties List and the City's Excluded Parties List must be verified by the Purchasing Department and the recommended vendor must be declared eligible prior to any award.**

Signed _____ Title _____

Company _____ Date _____

CITY EXCLUDED PARTIES LIST

Updates through April 2, 2021

The information provided in this list is intended for official use only. Any request for the release of this information should first be reviewed by the City Attorney's Office. Every effort is made to maintain this list accurately; however, mistakes may occur. Therefore, you are strongly advised to contact the Purchasing Department to verify current status of any party listed here, before making a decision about a vendor listed here.

As of January 2021, the following vendors have either failed to comply with their contracts or are serving as a board member and have been debarred from doing business with the City of Amarillo, Texas for the period of time indicated.

Please review the attached list and submit your bid accordingly

CRUZ CONSTRUCTION INC.

JOHN CRUZ

EXPIRATION DATE: WHEN TAX DELINQUENCY HAS BEEN SETTLED.

JESSE'S PLUMBING

CINDY LOMELI (CONSTANCE)

CITY EMPLOYEE

SPEEDETECH LIGHT

UNABLE TO FILL PURCHASE ORDER

EXPIRATION DATE: REVIEW AFTER 5 YEARS
AUGUST 15, 2024

HARBOR FREIGHT

VENDOR WILL NOT ACCEPT THE CITY'S TAX EXEMPT CERTIFICATE

This is both local store and online

EXPIRATION DATE : REVIEW AFTER 5 YEARS
NOVEMBER 13, 2025

BESTBUY

VENDOR WILL NOT WORK WITH THE CITY ON SETTING UP ONE ACCOUNT FOR ALL USERS

EXPIRATION DATE: REVIEW AFTER 5 YEARS
NOVEMBER 13, 2025

REQUIRED VERIFICATION OF VENDOR'S

ANTI-ISRAEL BOYCOTT AND ANTI-TERRORISM COMPLIANCE STATUS

Effective September 1, 2017 State Legislature amended the Texas Government Code, Chapters 2270 and 2252, relating to certain governmental contracts. These statutes prohibit a state agency or political subdivision (such as a municipality) from entering into a contract *for goods, services, or general construction*, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel;
- (2) will not boycott Israel during the term of the contract; and
- (3) does not do business with persons or companies which are known to have contracts with or provide supplies or services to Iran, Sudan, or entities listed as a foreign terrorist organization on a list maintained by the Texas State Comptroller (unless such person or company is excluded from federal sanctions relating to Iran, Sudan, or any other foreign terrorist organization).

In order to be a responsive bidder for the City of Amarillo a representative of your organization that is legally able to bind your company must sign, date, and return to the City of Amarillo, to verify that your company is in compliance with the two statutes described above.

Signature: _____

Title: _____

Company: _____

Date: _____

Local Preference Consideration

City of Amarillo

Section 271.9051 of the Texas Local Government Code "CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS":

In accordance with SECTION 271.9051 OF THE Texas Local Government Code, if a local government receives one or more competitive sealed bids from a vendor whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a vendor who is not a resident of the municipality, on contracts less than \$500,000 the municipality may enter into a contract with (a) the lowest vendor or (b) the vendor whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local vendor offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to a Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of Amarillo city limits – STOP – do not fill out this form.

This "Application for Local Preference Consideration" does not mean that the City of Amarillo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located with the Amarillo city limits.

If your principal place of business is within the Amarillo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application**, and
2. **Describe in writing, and attach supporting documentation**, the additional economic development opportunities for the City of Amarillo that will be created if you are awarded this contract. Include the number of City of Amarillo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Amarillo if you are awarded this contract.

Local Preference Consideration Application

Business Name: _____
Physical Address: _____
Mailing Address: _____
City, State, Zip Code: _____

Business Type:

- Corporation – Indicate state of incorporation** _____
- Partnership – indicate “general” or “limited”** _____
- Sole proprietorship** _____

Attachments: Describe in writing, and attach supporting documentation, the additional economic development opportunities for the City of Amarillo that will be created if you are awarded this contract. Include the number of City of Amarillo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of Amarillo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

Authorized Representative Signature

Printed Name

Title

Date

(Attached description and documentation of economic impact as outlined on previous page)