

September 17, 2018

**NOTICE TO BIDDERS  
REQUEST FOR PROPOSAL FOR  
MARKETING & COMMUNICATIONS SERVICES**

The Texas School Alliance is a non-profit organization comprised of 37 of the largest and/or more prominent public school districts in Texas. The Texas School Alliance is seeking proposals for Marketing and Communications Services. It is the intent of The Texas School Alliance to partner with an individual or firm that can strategically identify marketing opportunities that further the goals of the Texas School Alliance and public education while not devaluing the great work already done by the organization or schools across Texas. The same individual or firm responding to this request for proposal should also be adept at a wide variety of communications and be able to communicate very complex ideas and processes to a wide variety of audiences such as legislators, media outlets and parents in public education schools. In addition, the responding person or firm should be knowledgeable and able to maintain a web site presence for the Texas School Alliance and develop overall communications strategies for the organization.

Please submit 6 Copies of your proposal to the following person:

**Kari Ruehman, Administrative Assistant**  
**Moak, Casey & Associates**  
**901 S. MoPac Expressway**  
**Building III, Suite 310**  
**Austin, TX 78746**

The deadline for submission is **Friday, September 28, 2018 at 5:00pm CDT**. It is very important to submit a proposal by the deadline as late proposals may be rejected.

The Board of the Texas School Alliance reserves the right to reject any and/or all proposals, to waive any formalities or irregularities, and to award the work described herein in the best interest of the Texas School Alliance.

THIS IS A NEGOTIABLE PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest priced Proposal. The Texas School Alliance shall accept the Proposal response it deems to be in the best interest of the organization through the evaluation process. The Texas School Alliance reserves the right to make an award without discussion with any Proposer, after Proposal responses are received. Proposer responses should therefore be submitted on the most favorable terms.

Any proposer who has questions regarding the RFP and how to respond accordingly, can address those questions with plenty of time for a reply to the following individual:

**H.D. Chambers at [hd.chambers@aliefisd.net](mailto:hd.chambers@aliefisd.net)**

Please mark envelopes and/or Subject line of emailed proposal "**Request for Proposal for Marketing & Communications Services**".

## TERMS AND CONDITIONS

### INTENT:

The Texas School Alliance is seeking a qualified and demonstrable individual or firm that will dedicate the right people with the right experience and knowledge to perform the marketing, public relations, website maintenance, communications (letters/mailings/brochures). The successful proposer will also be able to develop and maintain a winning communications overall strategy for the organization (Texas School Alliance).

It is the intent of the Texas School Alliance to partner with a firm who can strategically identify marketing and communications opportunities that further the goals and mission of the Texas School Alliance before, during and after a legislative session.

The firm selected through this RFP will be guided by and liaison with the Board of Directors of the Texas School Alliance and other key personnel from other hired consultants.

### PREPARATION OF PROPOSAL – 6 COPIES:

Responsive bidder shall provide a proposal document that provides the following information at a minimum, and adheres to the following organization:

1. Tab 1- Introduction
  - Company, Company Administrative Team, Company Contact Person
2. Tab 2- Business History and Experience
  - How many years has the company provided the services required in this RFP?
  - Number of Full-Time Employees
  - Provide Resumes of Proposed Project Person or Team
3. Tab 3- Company References
  - Must provide 3 to 5 Client References that include:
    - Client Name
    - Contact Person
    - Address
    - Contact Person Phone Number
    - Contact Person Email Address
    - Brief History of Services Provided (Photos may accompany)
4. Tab 4- Proposed work to be performed for meeting the intent of the RFP
  - Method to utilize to develop an overall communications plan/strategy for the organization:
    - Website maintenance (work to perform, estimate of time per month)
    - Events to attend as part of proposal (number and frequency estimate) to meet the intent of this RFP
    - Printable or distributable documents to create and distribute each month/year on behalf of the organization.
    - In-person Communications efforts and frequency to reach key individuals involved in legislation modification/creation or implementation to meet the intent of this RFP (estimate).

- Communications efforts to reach key individuals via electronic means/methods including phone calls, text messages, email messages etc.
- Attendance at Texas School Alliance meetings and functions to insure marketing and communication plans are consistent and according to overall plan.
- Communications with state officers, elected and appointed officials regarding implementation or changes in rulemaking for benefit of furthering Texas School Alliance position during the year as necessary.
- Any other means your firm feels will reach the intent of this RFP that hasn't been specifically listed.
- Generally what is the time offered of person(s) to this contract from your firm for the base price per year listed in tab 5 as part of the intention of satisfying the needs laid out in the intent. (e.g. 1 full time person capable of all facets for estimated 200 days per year)

5. Tab 5- Proposed Cost for Services

- The Proposer is to provide information and pricing for all items listed previously inclusive of each estimated occurrence (line item pricing) and overall minimum price for the year for basic services listed in Tab 4 above. Minimally, provide the following pricing:
  - 1. Annual price maximum for all required services listed : \$ \_\_\_\_\_ per yr.
  - 2. A La Carte pricing for a list of items above and beyond the annual price (if applicable, but could be "included").
    - E.g. (travel billed each event as incurred )
    - Website updates for the month \$ \_\_\_\_\_
    - Legislative hearings or committee meetings per occurrence: \$ \_\_\_\_\_
    - Texas School Alliance meetings attended f\$ \_\_\_\_\_ per occurrence.
    - Marketing brochures or position statements: \$ \_\_\_\_\_ per occurrence.
- **IF VENDOR WOULD LIKE TO PROPOSE ALTERNATIVE PRICING STRUCTURE PLEASE DO SO WITH YOUR PREFERRED BILLING METHODOLOGY.**

6. Tab 6- Disclosures of affiliations with potential opposing positions groups/organizations or individuals

- Please disclose any affiliations with any potentially opposing individuals or groups you or your firm may have that goes against the work described herein (if any).

**CONTRACT TERM:**

This Agreement is subject to the appropriation of funds by the Texas School Alliance pursuant to this Agreement.

The Texas School Alliance may determine at any time as can the proposer that termination will occur with 60 days' notice and for any reason by either party. Therefore billing will be performed and payment will occur on a monthly basis in arrears.

Price Increases may be considered by the Texas School Alliance at each annual renewal. Price increase requests must be communicated no less than 90 calendar days prior to the upcoming renewal date or may not be considered.

**TAXES:**

The Texas School Alliance is exempt from all applicable Federal and State Taxes. Tax exempt information will be furnished upon request.

**INDEMNIFICATION:**

Proposer agrees to protect, defend, indemnify, and hold harmless the Texas School Alliance, its members and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Texas School Alliance, its representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reasons of any acts or omissions of the proposer, its employees, or agents, arising out of or connected with the Agreement.

**PROPOSAL EVALUATION:**

The Texas School Alliance does not purchase on the basis of low prices alone. In awarding a contract, the Alliance shall consider:

1. Purchase price
2. The reputation of the vendor and of the vendor's goods and services
3. The quality of the vendor's goods or services and proposal
4. The extent to which the goods or services meet the Alliance's needs
5. The vendor's past relationship with the Texas School Alliance.

THIS IS A NEGOTIABLE PROCUREMENT, and as such, award will not necessarily be made to the Proposer submitting the lowest priced Proposal. The Alliance shall accept the Proposal response it deems to be in the best interest of the Alliance through the evaluation process.

- Step 1: Initial review of the Proposal responses by the Alliance's Evaluation Team  
Step 2: Interview(s) and/or presentation(s) of top Proposal response(s) from Step 1  
Step 3: Administrative review of finalist(s) from Step 2

The Texas School Alliance reserves the right to add, remove or modify the above steps, and establish additional evaluation points for each step.

The Texas School Alliance reserves the right to make an award without discussion with any Proposer, after Proposal responses are received. Proposer responses should therefore be submitted on the most favorable terms.

## CERTIFICATION FORM

In order for a proposal to be considered, the following information must be provided. The undersigned attests to be authorized to submit a proposal on their firm's behalf.

**FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION**

COMPANY NAME: \_\_\_\_\_

STREET OR P. O. BOX: (Mailing Address) \_\_\_\_\_

CITY \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

YRS/MOS IN BUSINESS UNDER PRESENT NAME: \_\_\_\_\_

## 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.

### **THIS SECTION DOES NOT APPLY TO A PUBLICLY HELD CORPORATION.**

I, 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.

VENDOR'S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL: (print name) \_\_\_\_\_

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

**OR**

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

Signature of Company Official: \_\_\_\_\_

**OR**

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

## INTERNATIONAL BUSINESS RELATIONSHIPS

State of Texas Legislative Senate Bill No. 252, adds Subchapter F to Government Code Chapter 2252 which requires that a business entity that enters into a contract with a school district must not be a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Furthermore, State of Texas Legislative House Bill No. 89 adds Chapter 2270 to the Texas Government Code, which prohibits school districts or other Texas political subdivisions from contracting with companies that boycott Israel. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

It is incumbent upon the Contractor to provide notice should they fall out of compliance with this requirement at any point prior or during the duration of this contract.

### **Failure to accept this condition will result in disqualification.**

I, the undersigned agent for the firm named below, certify that this firm is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

I, the undersigned agent for the firm named below, further certify and verify that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement.

VENDOR'S NAME: \_\_\_\_\_

AUTHORIZED COMPANY OFFICIAL: (print name) \_\_\_\_\_

SIGNATURE OF COMPANY OFFICIAL: \_\_\_\_\_