

Request for Proposals (RFP)

**#1-RFP-GNRL-2022 Marketing Services**

Closing Date:

**3:00 PM CST**

**Wednesday, February 9, 2022**

IDEA Public S

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## **PART I – GENERAL INFORMATION AND INSTRUCTIONS**

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### **1. Introduction and Purpose**

- 1.1. IDEA Public Schools prepares students from underserved communities for success in college and citizenship. We are a growing network of 137 high-performing charter schools serving approximately 78,000 students located throughout Austin, El Paso, Houston, Permian Basin, Rio Grande Valley, San Antonio, Tarrant County in Texas, as well as locations in Louisiana and Florida. IDEA Public Schools is planning to expand to Jacksonville, FL in 2022, Cincinnati, OH in 2022, and Arkansas in 2023. Although IDEA's growth is rapid, it is also well planned and carefully planned. Schools begin with select grade levels and grow as students advance to eventually reach full scale as a Pre-K-12 campus.
- 1.2. The mission of IDEA Public Schools is College for All. IDEA serves primarily low-income students in underserved areas of both rural and urban communities. Over 80% of IDEA students are considered low-income and one of every three students is the first in their family to go to college. Since our first graduating class in 2007, 100% of our seniors have been accepted and matriculated to a college or university every year for fourteen consecutive years. Thanks to a rigorous path to college that begins in Pre-K, IDEA students attend selective universities throughout the country, win national awards and scholarships, and complete college at a rate six times the national average for low-income students.

### **2. Objectives**

- 2.1 IDEA Public Schools (hereinafter referred to as IDEA) is accepting proposals from firms that are qualified and experienced in marketing services. Services will include (but are not limited to) the following: Marketing Strategy, Advertising, and a suite of creative media-related services.
- 2.2 The marketing partner must be able to drive multi-channel, data-based marketing strategies, media planning, and media buying as well as consult and produce, as needed, brand-aligned creative content that effectively engages IDEA's diverse student and family constituencies across Texas, Louisiana, Florida, Ohio, and Arkansas. As IDEA grows its mission of College All, marketing partner(s) must be aligned with its mission and be able to guide and execute national and a regional strategy to ensure that 100% of our schools are fully enrolled and staffed before the first day of school while simultaneously filling the funnel with leads for the subsequent year's campaigns.



## **6. Proposer Responsibility**

6.1. IDEA expects Vendors to be thoroughly familiar with all specifications and requirements of this RFP. Vendor's failure or omission to examine any relevant form, article, site, or document will not relieve the Vendor from any obligation regarding this RFP. By submitting a Proposal, the Vendor is presumed to concur with all terms, conditions, and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this RFP. Objections considered by IDEA as excessive or affecting vital terms may reduce or eliminate Vendor's prospects for award.

## **7. Completeness**

7.1. Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request

### 13. Administrative Procedure for Bidder Complaints

13.1. Members of the public having complaints regarding IDEA’s purchasing procedures or operations may present their complaints or concerns to IDEA in writing to the following address:

IDEA Public Schools  
**Attn. Purchasing Department**  
2115 West Pike Blvd  
Weslaco, TX 78596  
(956) 377 8000

### 14. Insurance Requirements

14.1. Minimum Requirements: The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. At its own expense, the Contractor shall maintain any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

14.2. Worker’s Compensation is required for this RFP. Insurance Certificates must be submitted with the vendor’s proposal. This document is titled Certificate of Insurance (ACORD 25). IDEA Public Schools reserves the right to review all insurance policies pertaining to this solicitation to guarantee that the proper coverage is obtained by the contractor.

14.2.1. Contractor will be required to maintain in full force and in-effect the following types of insurance:

- |   |   |
|---|---|
| 14.2.1.1. Worker’s Compensation           | \$100,000 per occurrence for each bodily injury claim<br>\$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease |
| 14.2.1.2 Comprehensive General Liability  | \$1,000,000 Per Occurrence/\$2,000,000 aggregate  |
| 14.2.1.3 Property Damage Liability (CSL)* | \$300,000   |
| 14.2.1.4 Abuse and Molestation            | \$1,000,000   |

\*Combined Single Limit

14.3 Each insurance policy to be furnished by the successful contractor shall include IDEA Public Schools as a certificate holder and include a waiver of subrogation clause. Additionally, each insurance policy shall, by endorsement to the policy, a statement that a notice shall be given to IDEA by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.

14.4 Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, of the Agreement.

## **PART II – SCOPE OF WORK AND PERFORMANCE REQUIREMENTS**

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### 1. Scope of Service and Performance Requirements

The following describes the service and performance requirements that the selected vendor will be required to meet. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points. The district will use the objective criteria specified within to review proposals and will potentially make multiple awards to acceptable marketing agencies and firms.

### 2. Marketing and Media Campaigns

2.1. Protect the IDEA national brand across all regional media markets

2.2. Work in tandem with the IDEA Marketing, Communications, and Creative Services departments to plan, recommend, and execute (includes media buying services) the following media campaigns and components on an annual basis across a total of 12 media markets in Texas, Louisiana, Florida, Ohio, and Arkansas:

- 2.2.1. Student recruitment and enrollment
- 2.2.2. Staff recruitment and hiring
- 2.2.3. New region entry
- 2.2.4. Brand awareness

2.3 Within each of the above campaigns, provide a data-driven, cohesive plan and recommendations based on IDEA's target audiences and execute upon purchasing the following media components on IDEA's behalf, with additional components added as necessary or as recommended. The following tactics include but are not limited to:

- 2.3.1 Digital (including but not limited to Facebook, Instagram, Google, display, video, Hulu, Spotify)
- 2.3.2 Broadcast TV
- 2.3.3 Cable
- 2.3.4 Radio (both terrestrial and streaming audio platforms)
- 2.3.5 Outdoor (including but not limited to billboards, bus shelters, street banners, bus benches, mall advertising, mobile billboards, guerilla marketing)
- 2.3.6 Print
- 2.3.7 Direct mail
- 2.3.8 In-theater
- 2.3.9 Paid lists
- 2.3.10

5. Pilot and test new national and regional marketing strategies in different markets

**6. Budget Planning, Tracking, and Remittance**

6.1. Align with the Marketing team to determine and ensure appropriate budget levels per campaign, per fiscal year

6.1.1. Use DMA (Designated Market Area) knowledge and rankers to determine appropriate market saturation levels to support campaign parameters and goals, as well as projections for what the costs would be to increase IDEA's presence in each market

6.1.2. Determine appropriate Cost Per Student Enrolled (CPSE) targets and metrics per region per year based on market research to ensure that the District is using marketing funds efficiently to fill 100% of seats



and leading marketing campaigns at a national and regional level, the IDEA District is seeking an agency with the ability

of this RFP. Clearly state any exceptions taken to the specifications of this RFP, or any conditions of the proposal. The response shall be clear and succinct. If any service or requirement cannot be performed, the Proposer shall state 'not applicable or 'unable to perform.'

### **3. Cost Summary**

Ancillary to the proposal, the Proposer shall provide information on any costs that IDEA may incur. The Proposer must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services required herein. The proposer will provide a complete fee and cost detail supporting all elements of its Proposal. The cost detail must include a narrative for each fee or cost element. If the Proposer does not expect for IDEA to incur any costs, the Proposer shall state 'No costs to IDEA.'

### **4. References**

The Proposer shall submit a minimum of four (4) verifiable references. It is desired that if the Proposer has performed this type of service previously, those references be listed. It is recommended that the Proposer provide references that are similar or as closely related to this unique agreement, if possible. Each reference provided shall include:

- 4.1. Reference's Name
- 4.2. Contact Person
- 4.3. Address, City, State, and Zip
- 4.4. Contact Person Phone Number
- 4.5. Contact Person Email Address
- 4.6. Brief Project Scope
- 4.7. Time Frame

### **5. Required Forms (Certifications and Representations)**

The vendor shall execute the following required forms (located at the end of this solicitation) and return the signed originals with the proposal.

### **6. Additional Documentation**

Additional pages may be included within the Proposal response but must be included within the bound copy of the Proposal response and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. IDEA reserves the right to

51 Points	<b>Cost Proposal:</b> Proposed Cost for Marketing Services
13 Points	<b>Fiduciary Compliance and Responsibility:</b> IDEA is seeking a partner who will serve as a steward of the budget that it dedicates toward student enrollment, staff recruitment, and brand recognition. On a quarterly basis, the degree to which the Vendor completes services as contracted pays for requested services in compliance with state and federal requirements, and stays within the budget and Cost Per Student Enrolled (CPSE) metrics will be evaluated. The Vendor will provide this report to the district and the district’s Business Office will provide information on any potential non-compliance.
13 Points	<b>Student Enrollment:</b> The district is on track to meet its application targets in every school and region at the agreed-upon CPSE. The district will collect this data and provide it to the vendor with consideration for growth and the degree of support provided to a given region or type of campaign.

13 Points

1.9 Changes to Proposal: IDEA reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.

1.10 Use of Brand Names: The use of brand and manufacturer's names is for the purpose of brevity in establishing the type and quality of merchandise and is not restrictive. Manufacturer, trade, and/or brand name must be indicated

(e)4T2a2 0 T2a2 Ors) 723401011629 (21604104112016) 183101860865 (1-2 3 0 2565 01002538018356 (1-2 3 75 12 Two-01 (e) (1) 08 (

CAUSED BY, OR RESULTING FROM THE CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY THE CONTRACTOR, OR ANYONE FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY IDEA INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE PROVISIONS OF THIS SECTION SHALL NOT BE CONSTRUED TO WAIVE OR LIMIT THE RIGHTS OF ANY PARTY UNDER ANY APPLICABLE LAW OR CONTRACT. THE PROVISIONS OF THIS SECTION SHALL NOT BE CONSTRUED TO WAIVE OR LIMIT THE RIGHTS OF ANY PARTY UNDER ANY APPLICABLE LAW OR CONTRACT.

GOVERNMENTAL, STATUTORY OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY  
AVAILABLE TO IDEA UNDER APPLICABLE LAW.

- 2.1.7. Assignment/Delegation:** No right or interest in this agreement shall be assigned or delegation of any obligation made by the Vendor without the written permission of IDEA. Any attempted assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this provision.
- 2.1.8. Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration

- 2.1.18. Ineligibility for Nonpayment of Child Support:** Pursuant to Texas Family Code 231.006(d), regarding child support, the Vendor certifies that the Vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful bidder and IDEA may be terminated and payment may be withheld if this certification is inaccurate.
- 2.1.19. Signature Authority:** By submitting the Response, the Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission on this Response.
- 2.1.20. Terms and Conditions Attached to Response:** Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

## **PART VI – REQUIRED ATTACHMENTS**

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The attachments listed below are required and should be included with the Proposal.

ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

1. Attachment A – Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
2. Attachment B – Vendor Information
3. Attachment C – Vendor Certification
4. Attachment D – Proof of Insurance or Bonding
5. Attachment E – Certification Regarding Drug-Free Workplace
6. Attachment F – IDEA Conflict of Interest Form
7. Attachment G – Conflict of Interest Form CIQ
8. Attachment H – Equal Opportunity and Nondiscrimination
9. Attachment I – Bidder Certification Form
10. Attachment J – Certification Regarding Lobbying

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Attachment A – Title Page

A Proposal Submitted in Response to

IDEA

Request for Proposals

#1-RFP-GNRL-2022

Marketing Services

Submitted By:

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(Full Legal Name of Vendor)

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(Date of Submission)



Attachment B – Vendor Information

Attachment C – Vendor Certification

I, the undersigned, submit this Proposal and have

Attachment D – Proof of Insurance or Bonding

**PLEASE PROVIDE PROOF OF INSURANCE OR BONDING**

Attachment E – Certification Regarding Drug-Free Workplace

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Vendor certifies it will provide a drug free workplace by:

- Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee.

- Establishing

Attachment F – IDEA Conflict of Interest Form

By signature of this Proposal, Vendor covenants and affirms that:

- No manager, employee, or paid consultant of Vendor

## Attachment G – Conflict of Interest 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.

The respondent must fill-out the Conflict-of-Interest Form CIQ and submit it with their proposal. The Conflict-of-Interest Form CIQ can be found at the following link:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

## Attachment H – Equal Opportunity and Nondiscrimination

Vendor promotes employment opportunity through a program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Additionally, discrimination is prohibited against any beneficiary of programs funded under Title I of the Workforce Investment Act of 1998, on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his/her participation in any WIA Title I financially assisted program or activity. Vendor conforms to all applicable federal and state laws, rules, guidelines, regulations, and provides equal employment opportunity in all employment and employee relations.

EEO

Attachment I – Bidder Certification Form

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**BIDDER CERTIFICATION FORM**  
(Bidder signed form with your submission) (Newly signed form with you)

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Attachment L – Contract Provisions for Contracts Involving Federal Funds

IDEA Public Schools  
Edgar Certifications and Representations  
(Education Department General Administrative Guidelines)

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. Remedies for Contract Breach or Violations. Contracts for more than the simplified acquisition threshold currently set at \$250,000 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.
2. Termination for Cause and Convenience. All contracts in excess of \$10,000 must address termination for cause and for convenience by THE SCHOOL including the manner by which it will be affected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR 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 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 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts over \$2,000 awarded by the school and the charter districts 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 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 school and the charter districts 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 (ni)6.8 (2) (2.9 1.5 (h)1.157(o)12 ( (ni)6.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable

## Attachment M – Criminal History Review of Contractor Employees

Texas Education Code §22.0834 requires entities that contract with school districts or charter schools to provide services to obtain named-based criminal history and/or fingerprinting record information regarding “covered employees.”

### **Definitions:**

“*Covered Employees*”: Any employee of a contractor or subcontractor who (1)(d)-7 (a)4bc E “c





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Project Scope

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Dates of Contract

4.

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Company Name

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Street Address

City

State

Zip

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Contact Person

Phone Number

Email Address

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Project Scope

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Dates of Contract



Attachment O – Proposed Pricing

Respondent shall provide pricing/price schedule referencing: “ATTACHMENT “O” in their submitted proposal.”

Attachment P – Respondent's W-9

The W-9 is an official form furnished by the IRS for employers or other entities to verify the name, address, and tax identification number of an individual receiving income. The information taken from a W-9 form is often used to

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**END OF IDEA PUBLIC SCHOOLS RFP**