

Great Hearts Texas

Request for Proposals (RFP)

**“RFP #7-2022-GHTX.” HIRING SERVICES OF MARKETING AND ADVERTISING MANAGEMENT
COMPANY**

Closing Date:

3:00 PM CST

August 8, 2022

Great Hearts Texas is accepting proposals from qualified and experienced firms in Marketing Services.

Great Hearts Texas reserves the right to revise and amend the specifications before the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission, or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Vendor, prior to submitting the Proposal, to contact Great Hearts Texas to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

Inquiries and requests for information regarding the solicitation must be submitted in writing and shall be directed to Josh Farrar, Vice President of Communications, at josh.farrar@greatheartstx.org. All inquiries via email should have the subject line read: Questions – RFP #7-2022-GHTX – Marketing Services. To provide Great Hearts Texas sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by **July 18, 2022 by 3:00 pm CST**. Contact with Great Hearts Texas personnel other than Josh Farrar or designee regarding this solicitation may be a reason for elimination from the selection process. Any prospective respondent detecting conflict or ambiguity in the RFP should notify the Vice President of Communications in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum.

Contact:
For Technical Queries and Project Details
Josh Farrar
Vice President of Communications
Josh.Farrar@greatheartstx.org
210-888-9475

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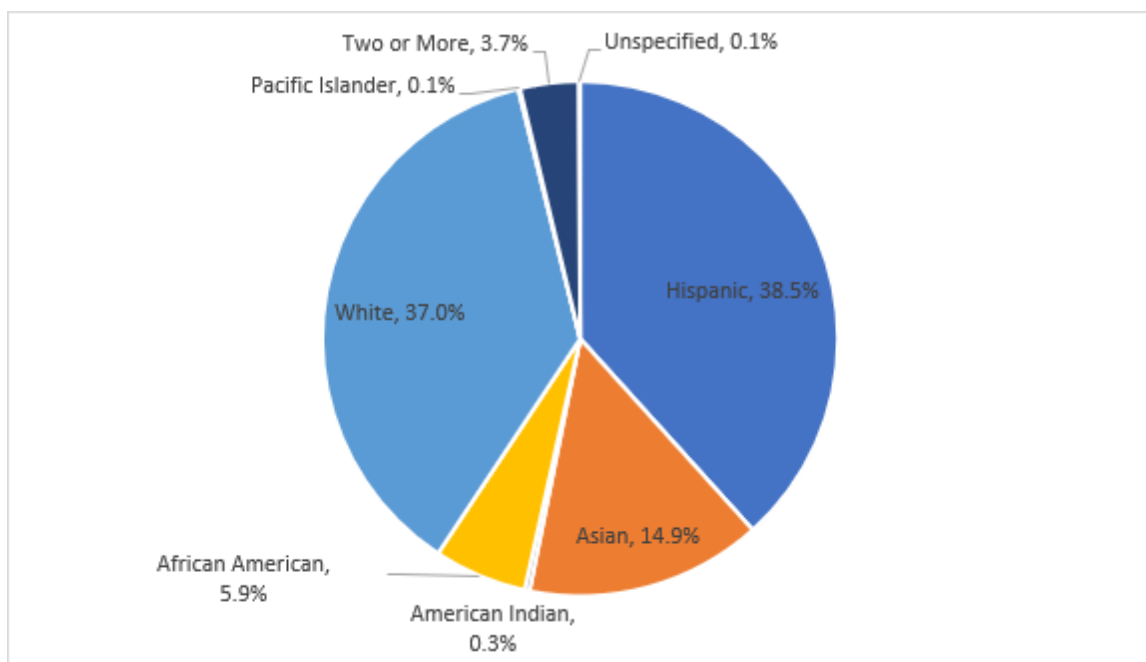
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PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. Introduction and Purpose

- 1.1. Great Hearts is passionately committed to cultivating the minds and hearts of students through the pursuit of Truth, Goodness, and Beauty. By engaging a well-rounded program in a vibrant school culture, students are prepared for success in college, leadership in any field in which they choose to endeavor, and a life filled with purpose. We believe that the highest goal of education is to become good, intellectually and morally. Great Hearts Texas was founded in 2012. Great Hearts expanded into Texas in 2012 and has since opened campuses to meet community demand and next year will have 11 in-person schools across San Antonio and Dallas Fort Worth.
- 1.2. Total enrollment for Great Hearts Texas in 2022-23 is expected to be about 10,500 and there are already 11,100 unique applicants for next year, which means the Great Hearts Texas waitlist is currently 6,200 students.

Ethnic demographics across GHTX:



Percentage of students who qualify for Free or Reduced Lunch:

Schools	FRL Counts	Percentages
Arlington	269	42%
Forest Heights	136	17%
Great Hearts Lakeside	170	22%
Great Hearts Live Oak	199	25%
Irving Lower	86	12%
Irving Upper	113	18%
Monte Vista North	75	17%
Monte Vista South	88	19%
Northern Oaks	204	14%
Western Hills	304	34%
Grand Total	1644	22%

Percentage of students receiving Special Student Services:

Campus	SPED %
Great Hearts Forest Heights Lower	8.48%
Great Hearts Forest Heights	4.00%
Great Hearts Monte Vista	10.37%
Great Hearts Monte Vista North	7.67%
Great Hearts Northern Oaks	8.38%
Great Hearts Northern Oaks Lower	6.12%
Great Hearts Western Hills Lower	5.61%
Great Hearts Western Hills	8.26%
Great Hearts Live Oak Lower	11.65%
Great Heart Live Oak	13.04%
San Antonio	8.10%
Great Hearts Arlington Lower	7.23%
Great Hearts Arlington	15.22%
Great Hearts Lakeside Lower	9.54%
Great Hearts Irving	7.73%
Great Hearts Irving Lower	3.72%
North Texas	7.20%

2. Objectives

- 2.1 Great Hearts Texas 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, Website Development. and a suite of Creative Media-related services.
- 2.2 The marketing partner(s) 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 Great Hearts Texas' diverse student and family constituencies across Texas. The awarded Marketing partner(s) must be aligned with its mission while simultaneously filling the funnel with leads for the subsequent year's campaigns.

3. Proposal Submissions

- 3.1 Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFP.
- 3.2 To be considered, the Proposal must be prepared according to the following specifications and should include the following information and content:
 - 3.2.1 Title Page
 - 3.2.2 Section I – Preface
 - 3.2.3 Section II – Summary of Experience
 - 3.2.4 Section III – Proposal Response to Scope of Service and Performance Requirements
 - 3.2.5 Cost Summary (Attachment P)
 - 3.2.6 References (Attachment O)
 - 3.2.7 Required Forms & Attachments
 - 3.2.8 Additional Documentation (as applicable)
- 3.3 Proposals shall be submitted at the administrative offices located at 1212 Corporate Drive, Suite 380, Irving, TX 75038 prior to the deadline by hand delivery or mail. Facsimile or e-mail submissions will NOT be accepted. Sealed proposals must be marked “ATTN: JOSH FARRAR /RESPONSE TO RFP #7-2022-GHTX.”
- 3.4 To be eligible for consideration, proposals should be received by hand or mail to the Great Hearts Texas Headquarters no later than **August 8, 2022, at 3:00 PM CST** along with the requisite signature pages and certification forms.
 - 3.4.1 All proposals must be received by the deadline. Proposals submitted after the opening time and date will not be accepted. Fax or email proposals will not be accepted.
 - 3.4.2 Great Hearts Texas reserves the right to reject any Proposals, award service contracts as may appear advantageous to Great Hearts Texas and waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful Vendor(s) results in a binding contract without further action by either party. Great Hearts Texas further reserves the right to tender its own contract for services.
 - 3.4.3 All supplemental information required by the RFP must be included with the Proposal. Failure to provide complete and accurate information may disqualify the Vendor from consideration.
 - 3.4.4 All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in an interview process as related to this RFP, all costs shall be borne by the Vendor.
 - 3.4.5 Vendor shall provide information on any costs that Great Hearts Texas may incur related to the requested services. The vendor must specify all costs (e.g., administrative fees, processing fees, etc.) associated with providing the services requested herein. The vendor 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 Vendor does not expect Great Hearts Texas to incur any costs, the Proposal shall state “No costs to Great Hearts Texas.”
 - 3.4.6 Great Hearts Texas is exempt from federal excise tax, state, and local tax. Do not include tax in cost projections. Any taxes included in cost projections will not be included in the tabulation of any award(s).
- 3.5 Any Proposals submitted in response to this RFP will be irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date whether or not another RFP has been accepted.
- 3.6 Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all conditions outlined in this RFP document. Any proposed variation from the specifications, terms, and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions. If no changes are indicated, Great Hearts Texas shall expect to receive the service(s) exactly as specified.
- 3.7 Great Hearts Texas reserves the right to select any offer it deems the best value, regardless of price.

3.8 Great Hearts Texas may accept multiple offers for the same services.

3.9 RFP Timeline:

RFP Issue Date:	July 10, 2022
Respondent Question Cut-Off Date:	July 18, 2022, at 3:00 PM (CST)
Pre-Proposal Meeting:	July 22, 2022, at 10:00 AM (CST)
Proposal Due Date & Time:	August 8, 2022, at 3:00 PM (CST)
Proposal Opening:	August 9, 2022, at 11:00 AM (CST)
Evaluation Period	August 9-11, 2022 by committee
Awarding	August 12, 2022 with board approval

4. Required Forms (Certifications and Representations)

The vendor shall execute the required forms included with this RFP.

5. RFP Clarification

- 5.1 Questions must be submitted via email to Josh Farrar (Josh.farrar@greatheartstx.org), Vice President of Communications, at Josh.farrar@greatheartstx.org. The email subject line should read: Questions – RFP #7-2022-GHTX – Marketing Services. Questions submitted by respondents and answers prepared by Great Hearts Texas, along with Addenda to this RFP, if applicable, will be posted on texas.greatheartsamerica.org/marketingRFP.
- 5.2 Oral answers provided by Great Hearts Texas, or its agents shall not be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing, via a signed addendum or amendment from Great Hearts Texas.

6. Proposer Responsibility

- 6.1. Great Hearts Texas 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 Great Hearts Texas as excessive or affecting vital terms may reduce or eliminate Vendor's potential 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 for withdrawal of a Proposal is allowed based on proof of mechanical error; however, the Vendor may be removed from the approved vendor list.

8. False/Misleading Statements

- 8.1. Proposals that contain false or misleading statements, or which provide references that do not support an attribute or capability of the proposed system or service, may be rejected. If in the opinion of Great Hearts Texas, such information was intended to mislead Great Hearts Texas in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of the RFP, the Proposal shall be rejected.

9. Proposal Signatures

- 9.1. The Proposal must be signed by an individual with proper authority. The signature should indicate the title or position that the individual holds in the company.

10. Selection of Vendor(s)

- 10.1. Great Hearts Texas may award this RFP to a Vendor, or multiple vendors, Great Hearts Texas determines, in its sole discretion, provides the best value to Great Hearts Texas, based upon the evaluation of proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under the Evaluation Criteria referenced in this RFP.
- 10.2. A contract or letter agreement shall be executed with successful Vendor(s) as a result of this process, and the successful Vendor(s) agree(s) that fulfillment of the award under this RFP is conditioned on an agreement to and compliance with the terms of this RFP and any subsequent written agreement or contract.

11. Partnership Responsibilities

- 11.1 Great Hearts Texas reserves the right to cancel service(s) due to unacceptable price variances. Advance notice/notification is expected from Vendor(s) if/when a large market price (increase) occurs for a particular item or service. This will allow Great Hearts Texas an opportunity to search and approve a substitute item or services of equal or greater quality.
- 11.2 All pricing and any award(s) under this RFP shall be good for Great Hearts Texas.
 - 11.2.1 Prices may be decreased at any time after award through a written contract amendment. If prices are affected by statute, regulation, administrative or judicial order, Vendor(s) may not include additional costs in billing to the end-user. Vendor(s) must first provide Great Hearts Texas written justification for any increase and Great Hearts Texas must decide of applicability of the increase to the contract. It is recommended that the Vendor(s) provide said rate decreases voluntarily. If Great Hearts Texas learns of a decrease in rates and the decreased rate from the date of said decrease or the Vendor's contract will be subject to cancellation at the discretion of Great Hearts Texas. Any charges not proposed but required to make these services viable will be considered a hidden cost and will be provided by the Vendor at no additional cost to Great Hearts Texas for the term of the contract.

12. Contract Period

- 12.1 The agreement(s) resulting from this solicitation will be in effect at a date established by mutual consent of Great Hearts Texas and selected vendor(s). The successful Vendor(s) shall furnish services from date of mutual agreement up through June 30, 2023. At its sole discretion, Great Hearts Texas may renew this contract up to four (4) times. Each renewal shall be effective for one (1) additional year effective July 1 through June 30 of any given year.

13. Administrative Procedure for Bidder Complaints

- 13.1. Members of the public having complaints regarding Great Hearts Texas' purchasing procedures or operations may present their complaints or concerns to Great Hearts Texas in writing to the following address:

Great Hearts Texas
Attn. Compliance Department
Susan Athene
Susan.Athene@GreatHeartsTX.org

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 Vendor. At its own expense, the Vendor 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). Great Hearts Texas 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. Vendor 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
\$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 |

- 14.3 Each insurance policy to be furnished by the successful vendor(s) shall include Great Hearts Texas as a certificate holder and include a waiver of subrogation clause. Additionally, each insurance policy shall, by endorsement to the policy, include a statement that a notice shall be given to Great Hearts Texas by certified mail thirty (30) days prior to cancellation or upon any material changes to coverage.
- 14.4 Vendor may not commence services or work relating to the Agreement prior to placement of coverage. Vendor shall keep the required insurance coverage in full force and effect 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

1. Scope of Service and Performance Requirements

The following describes the service and performance requirements that the selected vendor(s) will be required to meet. Great Hearts Texas will use the objective criteria specified within to review proposals and will potentially make multiple awards to acceptable marketing agencies and firms in the best interest to Great Hearts Texas, in its sole discretion.

1.1 Workstream 1: Marketing and Media Campaign

- 1.1.1 Protect the Great Hearts Texas brand across all regional media markets.
- 1.1.2 Work in tandem with the Great Hearts Texas Marketing and Communications departments to plan, recommend, and execute (includes media buying services) the following media campaigns and components on an annual basis across Texas:
- | | |
|---------|------------------------------------|
| 1.1.2.1 | Student recruitment and enrollment |
| 1.1.2.2 | New region entry |
| 1.1.2.3 | Brand awareness |
- 1.1.3 Within each of the above campaigns, provide a data-driven, cohesive plan and recommendations based on Great Hearts Texas' target audiences and execute upon purchasing the following media components on Great Hearts Texas' behalf, with additional components added as necessary or as recommended. The following tactics include, but are not limited to:
- | | |
|-----------|---|
| 1.1.3.1. | Digital (e.g., Facebook, Instagram, Google, display, video, Hulu, Spotify) |
| 1.1.3.2. | Broadcast TV |
| 1.1.3.3. | Cable |
| 1.1.3.4. | Radio (both terrestrial and streaming audio platforms) |
| 1.1.3.5. | Outdoor (e.g., billboards, bus shelters, street banners, bus benches, mall advertising, mobile billboards, guerilla marketing) |
| 1.1.3.6. | Print |
| 1.1.3.7. | Direct mail |
| 1.1.3.8. | In-theater |
| 1.1.3.9. | Paid lists |
| 1.1.3.10. | Paid sponsorships (e.g., blog and editorial sponsorships, event and booth sponsorships, radio remote sponsorships, and TV station on-air interview opportunities) |
| 1.1.3.11. | Grassroots Marketing Opportunities (via local partnerships) |

1.1.4 Provide data insights into current campaign performance and strategy, including but not limited to:

- 1.1.4.1 A regular (frequency to be determined; not to be less than monthly) reporting update on performance at the market and creative messaging levels, in addition to providing specific recommendations based on current needs and goals for each campaign.
- 1.1.4.2 A real-time, interactive digital reporting dashboard that enables the Great Hearts Texas Marketing department to independently track and review campaign status at any given time (the dashboard shall allow for segmentation of campaign, timing, market, creative, and audience, at minimum.)
- 1.1.4.3 A weekly list of permalinks for all live ads.
- 1.1.4.4 Broadcast pre-logs and post-logs on a weekly basis so Great Hearts Texas can stay updated on what spots ran when and where in each market.
- 1.1.4.5 A comprehensive marketing flowchart that easily identifies the timing, quantity, and placement of all advertising in the marketplace.

1.1.5 Conduct market demographic and media consumption research for existing regions, new regions, and campus-specific areas as needed.

1.1.6 Lead and conduct planned presentations and meetings, including but not limited to:

- 1.1.6.1 Regular (frequency to be determined; not to be less than monthly) status meetings with the Great Hearts Texas Marketing department to ensure alignment on organizational goals and needs as the District moves through the marketing season per campaign.
- 1.1.6.2 Regular (frequency to be determined; not to be less than monthly) student enrollment meetings with the Great Hearts Texas Marketing, Communications, and Enrollment departments to update on strategy shifts and provide relevant media recommendations and services that require quick action and turnaround delivery timelines.
- 1.1.6.3 Quarterly digital and traditional reporting meetings with the Great Hearts Texas Marketing department to deep dive into campaign performance and provide recommendations on campaign shifts or optimizations to consider for the subsequent quarter.
- 1.1.6.4 Campaign kickoff and wrap-up meetings to showcase and display key highlights, takeaways, and strategies from each campaign.

1.1.7 Pilot and test new regional marketing strategies in different markets.

1.1.8 Budget Planning, Tracking, and Remittance

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

- 1.1.9.1 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 Great Hearts Texas' presence in each market.
- 1.1.9.2 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 job vacancies.

1.1.10 Consistently plan, track, and implement payments to media vendors on time, on a monthly basis, following the confirmed fiscal year budget consensus with the Great Hearts Texas Marketing department, which includes but is not limited to the following tasks:

- 1.1.10.1 Create a fiscal year dashboard that is accessible by Great Hearts Texas to see the annual planned spend broken down per month, per media, per campaign/budget bucket.
- 1.1.10.2 Track the planned vs. actual expenditures each month, with actualized spend numbers for the prior month to be updated no later than the 15th of each month.
- 1.1.10.3 Track CPSE (Cost per Student Enrolled) each month.
- 1.1.10.4 Organize and conduct quarterly budget meetings with the Great Hearts Texas Marketing team to provide updated consensus on budget spend and fiscal year remainder amounts.
- 1.1.10.5 Send monthly fee invoices to the Great Hearts Texas Marketing team and relevant Great Hearts Texas Accounts Payable contacts no later than the 10th of each month.

- 1.1.10.6 Send monthly escrow invoices, including breakout detail of how the escrow funds are planned to be allocated across various media campaigns and tactics, no later than the 10th of each month.
 - 1.1.10.7 Utilize monthly escrow funds to pay media vendors accurately and consistently across all media campaigns and tactics in a timely manner to ensure Great Hearts Texas' name and the brand remains in good standing with all vendors.
 - 1.1.10.8 Refund Great Hearts Texas if planned expenditures are not spent to ensure that funds are used appropriately.
 - 1.1.10.9 Carefully ensure that billing abides by all Great Hearts Texas financial policies and billing structures and processes.
- 1.1.11 On-Demand Support and Response
- 1.1.11.1 Designate a dedicated team that serves Great Hearts Texas, with team roles comprised of:
 - 1.1.11.1.1 At least one project lead or account manager who will partner with Great Hearts Texas team members outside of the Marketing department as needed.
 - 1.1.11.1.2 At least one team member who works solely on budget tracking and vendor payments to align with the District's spending policies and billing structure and processes.
 - 1.1.11.1.3 At least one team member focused on traditional and digital media planning and buying services for each of two regions.
- 1.1.12 Be available to respond and act appropriately on current campaign needs within 24 hours, including client outreach via email, text message, and phone call each day of the week including after-hours and weekends.
- 1.1.13 Provide third party recommendations or contacts to the Great Hearts Texas Marketing team to utilize for freelance copywriting assistance and voiceover talent as needed

1.2 Workstream 2: Website Development

- 1.2.1 Implement a UX Design process for the new website of Great Hearts Texas (texas.greatheartamerica.org) that improves user experience offers and allows Great Hearts Texas to gain actionable data on user interactions and habits.
 - 1.2.1.1 This website redesign is only of the Great Hearts Texas website (currently comprised of 51 unique pages); this does not include the websites of Great Hearts America, Great Hearts Arizona, Great Hearts Louisiana, or Great Hearts Florida.
- 1.2.2 Follow UX design best practices to ensure usability, accessibility, information architecture and user interaction focusing on ease of use and efficiency, creating a positive experience for users.
- 1.2.3 Interview key stakeholders within Great Hearts Texas to determine demographics, challenges, and goals and to capture the various pain points with Great Hearts Texas' existing site from the eyes of the user(s).
- 1.2.4 Create and define a reliable and relatable user persona to identify precise descriptions of various users the website is serving.
- 1.2.5 Create wire frame and mockups to test on real users to support planning of the customer journey; test the digital prototype on the various buyer persons and acquire feedback.
- 1.2.6 Ensure delivery of new website (ready to go live) within 5-6 months of project initiation.
- 1.2.7 Regarding technical aspects of the new website (including plugins and cloud hosting), rely on universal software that can be scaled and integrated into Great Hearts Texas' existing Customer Relationship Management tools.

1.3 Workstream 3: Creative Video Production

- 1.3.1 In collaboration with the Great Hearts Texas Marketing and Communications department and its campuses, produce high quality professional videos for both internal and external uses throughout the calendar year.
- 1.3.2 To be a creative partner in conceiving planned video content intended to explain Great Hearts Texas distinctiveness to new parents, an immersive in-classroom experience that showcases classical education in action, and other assets established in conversation with the Great Hearts Texas team.

- 1.3.3 On a monthly basis meet with Great Hearts Texas marketing team to present new video content ideas and discuss goals, major initiatives, or other digital media ideas that can be used for content marketing campaigns.
- 1.3.4 To lead no less than four (4) full scale shoots on site at Great Hearts Texas campuses (no less than two days each) to gather footage for multiple videos and purposes planned in advance.
- 1.3.5 In advance of shoots, create detailed Story Board and Script as well as preparation information for interview participants.
- 1.3.6 Full scale shoots to require minimum team of 3 including Director/Producer and at least two cameras.
- 1.3.7 To produce and edit a total of twenty (20) long-form videos (3 minutes) and twenty (20) short-form videos (60 seconds).
- 1.3.8 To deliver timely editing and completion of videos including a Story Draft process in collaboration with Great Hearts Texas involving construction of video with interview transcripts to ensure each final product is effective in achieving its objectives.

PART III – PROPOSAL REQUIREMENTS

1. Proposal Requirements

- 1.2 Firms must have a proven track record in K-12 school student recruitment and/or brand marketing for education or family/children-related industries, as well as new market lead generation. The agency or firm will partner with Great Hearts Texas' Vice President of Communications, Josh Farrar, and the Marketing, Communications, and Creative Services departments to lead the storytelling about Great Hearts Texas as a part of brand awareness and expansion efforts.

2. Proposal Opening

- 2.1 Proposal Opening is scheduled for August 1, 2022, at 4:00 PM (CST). A formal "opening" will not be held and pricing will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but Great Hearts Texas' records are a matter of public record.

2.2 Who is eligible to respond:

- 2.2.1 Vendors who can meet the technical specifications for quality and other terms of this RFP package, and who are not debarred and/or suspended from conducting business with Great Hearts Texas, federal and state-funded agencies are invited to respond. A prospective vendor must affirmatively demonstrate the vendor's responsibility. A prospective vendor, by submitting a proposal, represents to Great Hearts Texas that it meets the following requirements:
 - 2.2.1.1 Possess or can obtain adequate financial resources as required to perform under this RFP.
 - 2.2.1.2 Is able to comply with the required scope of the RFP.
 - 2.2.1.3 Have a satisfactory record of integrity to ethics.
 - 2.2.1.4 Be otherwise qualified and eligible to receive an award.
 - 2.2.1.5 Be in good standing with the applicable national or state associations.

PART IV – SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

1. Proposal Response

Proposals may be submitted by hand or by sending a hard copy by registered mail to:

Great Hearts Texas
Attn. Great Hearts Texas Marketing and Communications
1212 Corporate Drive
Irving, TX 75038
210-888-9475

2. Proposals sent by mail must be in a sealed envelope marked with the RFP Number and Title and include:
 - 2.1. One (1) clearly identified hard copy ORIGINAL of the Proposal response.
 - 2.2. Five (5) clearly identified PAPER COPIES of the proposal.
 - 2.3. Five (5) copies of the proposal on FLASH DRIVES, marked with your company name.

Note: FAX or e-mail proposals will not be accepted.

3. The vendor's proposal itself shall be organized in the following order, with each section clearly indexed:

Section I – Preface: The Proposer shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. Please include business name, address, point of contact, and contact information.

Section II – Summary of Experience: This section shall contain the full name and address of the partner submitting the proposal. In addition, it shall contain names, titles, certifications, and years of experience for the personnel who will lead partnership services.

Section III – Proposal Response to Scope of Service and Performance Requirements: The Proposer shall provide a description of services and capabilities as outlined in the Scope of Service and Performance Requirements section 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.'

4. Cost Summary

Ancillary to the proposal, the Proposer shall provide information on any costs that Great Hearts Texas 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 Great Hearts Texas to incur any costs, the Proposer shall state 'No costs to Great Hearts Texas.'

5. References

The Proposer shall submit a minimum of three (3) 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 the information captured in **Attachment O**.

6. 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.

7. 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. Great Hearts Texas reserves the right to tender its own contract.

8. Competitive Selection and Proposal Evaluation

This is a negotiated procurement and as such, the award will not necessarily be made to the lowest-priced proposal. Award will be made to the partner submitting the best responsive proposal satisfying Great Hearts Texas' requirements, price, and other factors. If one vendor cannot meet the requirements outlined in this document, the award may be divided among several qualified vendors.

8.1 Proposals will be evaluated on criteria deemed to be in Great Hearts Texas' best interest as included in the table below.

8.2 Great Hearts Texas will also evaluate each proposal(s) in the areas of the proposed plan, experience/service capabilities, and value on the following pre-determined criteria. The committee evaluating the proposals submitted in response to this RFP may require any or all vendors to give an oral presentation to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, vendors may be requested to revise any or all portions of their proposals.

	Evaluation Criteria
30 Points	Cost
15 Points	Exhibited knowledge in initial strategy recommendations of the philosophy, pedagogy, curriculum, and culture of Great Hearts Texas and its opportunities to advance its market presence; alignment with the Great Hearts mission
10 Points	Experience serving the education vertical
15	Vendor's goods and services meet the needs of Great Hearts Texas
10 Points	Strength and comparative relevance of references
5 Points	Capability/capacity of company: proposer's ability to provide the staff and resources appropriate for the scope and size of work
5 Points	Required documents: proposer completed and submitted
10 Points	Overall professional qualifications, experience, and expertise in marketing, advertising, website development, and/or video production
100 Points	Total Possible Score

PART V – GENERAL TERMS AND CONDITIONS

1. Proposal Submissions: Proposals must be submitted using this document only and must be submitted on or before the hour and date specified. Late submittals will be returned unopened. NOTE: Faxed or Emailed proposals will not be accepted.
2. Public Record: All Proposals become the property of Great Hearts Texas. As a governmental entity, the Texas Public Information Act applies to this solicitation. Accepted proposals and any subsequent award will generally be a public record. Proprietary material must be clearly marked as such.
3. Rejection/Award: Great Hearts Texas reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to Great Hearts Texas, and to waive all formalities in the procurement process.
 - 3.1 Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
 - 3.2 Evaluation of Proposals: Proposal evaluation will be completed based on the information provided by Vendor. It is very important that Vendor provide all required information as part of the Proposal. Failure to provide necessary information and documents could result in the Proposal being rejected.
4. Applicability: These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included, in the specifications and solicitation forms issued herewith.

5. Supplemental Information: All supplemental information required by the proposal documents must be included with the proposal response. Failure to provide complete and accurate information may disqualify the vendor from consideration.
6. Proposal Errors: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, the vendor may be removed from consideration or any approved vendor list.
7. Changes to Proposal: Great Hearts Texas reserves the right to negotiate changes in a Proposal by any Vendor, and to reject any or all Proposals.
8. 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 for each article and, when omitted, Great Hearts Texas will consider the bid to be as specified. Illustrations and complete descriptions must be included with the bid if bidding is other than specified.
9. Undue Influence: To ensure the integrity of the selection process, the vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's proposal, directly or indirectly, through any contact with Great Hearts Texas board members or other school officials from the date this solicitation is released until the award of a contract by Great Hearts Texas. By submitting a proposal, the vendor affirms that the vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any Great Hearts Texas representative in connection with the proposal submitted.
10. Gratuities: Great Hearts Texas may, by written notice to Vendor, cancel any service agreement without liability to Great Hearts Texas if it is determined by Great Hearts Texas that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of Great Hearts Texas to secure a contract or secure favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is canceled by Great Hearts Texas pursuant to this provision, Great Hearts Texas shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
11. Payment Terms: Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by Great Hearts Texas, payment terms shall be 30 days Net days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later. The vendor must have the ability to execute multiple contracts and provide invoices related to each contracted entity.
12. Independent Contractor: Nothing herein shall be construed as creating the relationship of employer or employee between Great Hearts Texas and the Contractor or between Great Hearts Texas and the Contractor's employees. Great Hearts Texas shall not be subject to any obligations or liabilities of the Contractor or the Contractor's employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employee shall be entitled to any of the benefits established for Great Hearts Texas employees, nor be covered by Great Hearts Texas's Workers' Compensation Program.
13. Fund Availability: This agreement is conditioned upon continued funding and appropriation and allotment of funds by the Texas State Legislature and/or the Texas Education Agency (TEA) pursuant to Great Hearts Texas's open-enrollment charter. This Agreement is further conditioned on the continued allocation of funds by the Great Hearts Texas's Board of Directors (the "Board"). If the Legislature and/or the TEA fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds at the end of Great Hearts Texas's fiscal year, then Great Hearts Texas will issue written notice to Contractor and Great Hearts Texas may terminate this Agreement without further duty or obligation hereunder.
14. Modifications: The contract may only be modified, altered, or changed by a written agreement signed by both parties and their duly authorized agents.

15. INDEMNIFICATION: THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS Great Hearts Texas AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY THE "Great Hearts Texas INDEMNITEES") IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES FROM AND AGAINST ALL DAMAGE, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING, OR SETTLING ANY OF THE FOREGOING BY ANY PERSON OR ENTITY, ARISING OUT OF, 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 Great Hearts Texas INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE. THE CONTRACTOR'S OBLIGATIONS CONTAINED IN THIS SECTION SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND CONTINUE INDEFINITELY AND CANNOT BE WAIVED OR VARIED.
16. Termination: Great Hearts Texas reserves the right to terminate this agreement upon thirty (30) days written notice to the vendor; (2) upon default by the vendor, for delay or nonperformance by the vendor or, (3) if it is deemed in the best interest of Great Hearts Texas, for convenience.
17. Unsatisfactory Performance by Vendor Staff: If any person employed by Vendor fails or refuses to carry out the services contemplated in this agreement or is, in the opinion of Great Hearts Texas 's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an Great Hearts Texas student, parent, or representative, or if otherwise unsatisfactory, he or she shall be removed from the work under this agreement immediately and shall not again provide services to Great Hearts Texas except upon consent of Great Hearts Texas 's representative.
18. Criminal Background Check: All Vendors who have a contract for services with continuing duties related to the contract and have direct contact with students must coordinate and cooperate with Great Hearts Texas to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.0834 is conducted for Vendor and any of Vendor's personnel who will have continuing duties related to this Agreement and will have direct contact with students. The cost of the review shall be paid by Vendor. Covered employees with disqualifying criminal histories are prohibited from providing services to Great Hearts Texas. The vendor may also be required to provide a list of personnel who will be assigned to do the work. When requested, this information must be furnished within 48 hours and shall apply to any new personnel due to employee turnover. The vendor shall certify to Great Hearts Texas that all employees assigned to work under a contract have successfully passed a criminal background check, before assignment. Any person or persons not acceptable to Great Hearts Texas shall be prohibited from working on the contract.
19. Enforcement: It is acknowledged and agreed that Vendor's services to Great Hearts Texas are unique, which gives Vendor a peculiar value to Great Hearts Texas and for the loss of which Great Hearts Texas cannot be reasonably and adequately compensated in damages. Accordingly, the Vendor acknowledges and agrees that a breach by the Vendor of the provisions hereof will cause Great Hearts Texas irreparable injury and damage. The vendor therefore expressly agrees that Great Hearts Texas shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this agreement, but only if Great Hearts Texas is not in breach of this agreement.
20. LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF Great Hearts Texas (A PUBLIC SCHOOL) TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON Great Hearts Texas 'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS, AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS, AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON Great Hearts Texas EXCEPT TO THE EXTENT AUTHORIZED

BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS. THE VENDOR FURTHER ACKNOWLEDGES, STIPULATES, AND AGREES THAT NOTHING IN THIS SOLICITATION AND/OR IN ANY RESULTING CONTRACT WITH Great Hearts Texas SHALL BE CONSTRUED AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO Great Hearts Texas UNDER APPLICABLE LAW.

21. 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 Great Hearts Texas. 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.
22. 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 and is in writing signed by the aggrieved party.
23. Interpretation of Evidence: No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
24. Applicable Law: This contract shall be governed by the policies of Great Hearts Texas 's Board of Directors, laws of the State of Texas, and the Uniform Commercial Code, without regard to the conflict-of-interest principles of the State of Texas. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. Great Hearts Texas Board Policies can be accessed by contacting Great Hearts Texas.
25. Record Keeping: Great Hearts Texas, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of Vendor that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
26. Equal Opportunity: Vendor shall comply with E.O. 11246—Equal Employment Opportunity, as amended by E.O. 11375—Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60—Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
27. Debarment and Suspension: Neither the vendor nor any of its officers, directors, owners, members, employees, or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O. 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and vendors declared ineligible under statutory or regulatory authority other than E.O. 12549.
28. Rights to Inventions Made Under a Contract or Agreement: Vendor acknowledges and agrees that any intellectual property, processes, procedures, or product developed in furtherance of this agreement belong to Great Hearts Texas as work-for-hire and all rights are reserved by Great Hearts Texas and/or the federal government in accordance with applicable federal law.
29. Advertising: The Vendor shall not advertise or publish, without Great Hearts Texas 's prior consent, the fact that Great Hearts Texas has entered into any contract, except to the extent necessary to comply with a proper request for information from an authorized representative of the federal, state, or local government.
30. Legal Venue: Both parties agree that the venue for any litigation arising from the contract shall lie in Dallas County, Texas.
31. Standing: Vendor must be registered to conduct business in Texas and in good standing with the Texas Secretary of State and Comptroller.

32. 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 Great Hearts Texas may be terminated and payment may be withheld if this certification is inaccurate.
33. 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.
34. 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

The attachments listed below are required and should be included with the Proposal. ALL FORMS REQUIRING SIGNATURE MUST BE SIGNED AS INDICATED.

- A. Title Page. This form must be completed and included as the cover sheet for Proposals submitted in response to this RFP.
- B. Vendor Information
- C. Vendor Certification
- D. Proof of Insurance or Bonding
- E. Certification Regarding Drug-Free Workplace
- F. Great Hearts Texas Conflict of Interest Form
- G. Conflict of Interest Form CIQ
- H. Child Support Certification
- I. Equal Opportunity and Nondiscrimination
- J. Felony Conviction Disclosure Statement
- K. Certification Regarding Lobbying
- L. Debarment or Suspension Certificate
- M. Contract Provisions for Contracts Involving Federal Funds
- N. Criminal History Certification
- O. Reference Sheet
- P. Proposed Pricing
- Q. W-9 Form

Attachment A – Title Page

A Proposal Submitted in Response to

Great Hearts Texas

Request for Proposals

RFP #7-2022-GHTX.” HIRING SERVICES OF MARKETING AND ADVERTISING MANAGEMENT COMPANY

Submitted By:

(Full Legal Name of Vendor)

(Date of Submission)

Attachment B – Vendor Information

1. Vendor Name: _____

2. Street Address: _____

3. City, State, and Zip Code: _____

4. Email Address: _____

5. Phone Number: _____

Additional Requirements:

Proposal must include the name of each person with at least 25% ownership of the Vendor.

Name: _____

Name: _____

Name: _____

Name: _____

Attachment C – Vendor Certification

I, the undersigned, submit this Proposal and have read the specifications, which are a part of this RFP. My signature also certifies that I am authorized to submit this Proposal, sign as a representative for Vendor, and carry out services solicited in this RFP.

Signature of Authorized Agent: _____

Printed Name and Title of Agent: _____

Vendor Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Email Address (if applicable): _____

Web Site Address (if applicable): _____

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 an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, Vendor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace.
- Providing each employee with a copy of the Vendor's policy statement.
- Notifying the employees through Vendor's policy states that as a condition of services to Great Hearts Texas, employees shall abide by the terms of the policy statement and notify Vendor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace.
- Notifying Great Hearts Texas within ten (10) days of Vendor's receipt of a notice of a conviction of any employee; and,
- Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment F – Conflict of Interest Form

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

- No manager, employee, or paid consultant of Vendor is a member of the Great Hearts Texas Board of Directors or an employee of Great Hearts Texas.
- No manager or paid consultant of Vendor is married to a member of the Great Hearts Texas Board of Directors, Great Hearts Texas's Chief Executive officer, or an employee of Great Hearts Texas.
- No member of the Great Hearts Texas Board of Directors, Great Hearts Texas' Chief Executive Officer, or employee of Great Hearts Texas is a manager or paid consultant of Vendor.
- Neither any member of the Great Hearts Texas Board of Directors, Great Hearts Texas' Chief Executive officer, nor any employee of Great Hearts Texas owns or controls more than 10% in Vendor.
- Neither any member of the Great Hearts Texas Board of Directors, Great Hearts Texas' Chief Executive officer, nor any employee of Great Hearts Texas receives compensation from the Vendor for lobbying activities as defined in Chapter 305 of the Texas Government Code.
- Vendor has disclosed within the Proposal any interest, fact, or circumstance which does or may present a potential conflict of interest.
- Should Vendor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Vendor shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with Great Hearts Texas and shall further be liable for any costs incurred or damages sustained by Great Hearts Texas relating to that contract.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

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- Child Support Certification

The Texas Health and Human Services Commission Form 1903, Child Support Certification must be completed legibly, either handwritten or typed. A duly authorized representative, preferably the duly authorized representative identified, must sign this form. Failure to complete this form pursuant to this and other instruction shall disqualify the proposal. The child support certification form can be found at: <https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-child-support-certification>.

Attachment I – 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 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 Laws, Rules, Guidelines, Regulations

Vendor provides equal opportunities consistent with applicable federal and state laws, rules, guidelines, regulations, and executive orders. Such regulations include:

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination under any program or activity receiving federal financial assistance.
- Title VII of the Civil Rights Act of 1964, as amended, and its implementing regulations at 29 CFR Part 37 which prohibit discrimination based on race, color, religion, sex, or national origin in any term, condition, or privilege of employment.
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals because of disability.
- Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination against individuals 40 years of age and older.
- Americans with Disabilities Act of 1990, which prohibits discrimination against qualified individuals with disabilities.
- Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age in programs receiving federal financial assistance.
- Texas Commission on Human Rights Act, as amended, which prohibits discrimination in employment based on race, color, handicap, religion, sex, national origin, or age.
- Equal Pay Act of 1963, as amended, which requires equal pay for men and women performing equal work.
- Pregnancy Discrimination Act of 1978, which prohibits discrimination against pregnant women.

Vendor is committed to promoting equal employment opportunity through a progressive program designed to provide equal opportunity without regard to race, color, sex, religion, national origin, age, disability, or political affiliation or belief. Vendor takes positive steps to eliminate any systematic discrimination from personnel practices. Vendor recruits, hires, trains, and promotes into all job levels the most qualified persons without regard to race, color, religion, sex, national origin, age, or disability status. Staff at all levels is responsible for active program support and personal leadership in establishing, maintaining, and carrying out an effective equal employment opportunity program.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment J – Felony Conviction Disclosure Statement

Pursuant to Texas Education Code Section 44.034, Notification of Criminal History of Contractor, “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.” Additionally, in accordance with this state law, “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 [...] or misrepresented the conduct resulting in the conviction.” In this event, “The district must compensate the person or business entity for services performed before the termination of the contract.” Section 44.034 “does not apply to a publicly held corporation.”

I, the undersigned agent for _____ (“Respondent”), certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

- ☐ Respondent is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Respondent is not owned or operated by anyone who has been convicted of a felony.
- ☐ Respondent is owned or operated by the following individual(s) who has/have been convicted of a felony, as disclosed below:

Name of Individual(s): _____

General description of the conduct resulting in the conviction of a felony:

Name of Individual: _____

General description of the conduct resulting in the conviction of a felony:

Signature of Authorized Representative

Date Signed

Attachment K – Certification Regarding Lobbying

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or 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, or an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Great Hearts Texas in connection with the awarding of 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.

If any funds other than Federally 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, an employee of a Member of Congress, or any Board Member, officer, or employee of Great Hearts Texas 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.

The undersigned shall require that the language of this certification be included in the awarded documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Vendor Name

Signature of Authorized Representative

Date

Printed Name and Title of Authorized Representative

Attachment L – Debarment or Suspension Certificate

Federal Executive Order (E.O.) 12549 “Debarment” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at <https://sam.gov/content/home>.

This certification is required by Uniform Guidance Federal Regulations implementing Executive Orders 12549 and 12689, pursuant to 2 CFR Part 200.214 and 2 CFR Part 180.

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been 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. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Vendor Name: _____

Vendor Address: _____

City, State, Zip: _____

Vendor Phone: _____

Printed-Authorized Company Official’s Name: _____

Printed Title of Authorized Representative: _____

Signature of Authorized Company Official: _____

Date Signed: _____

Attachment M – Contract Provisions for Contracts Involving Federal Funds

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 or subcontract must be conditioned upon the acceptance of the wage determination. The school and the charter districts 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 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 school and the charter districts must report all suspected or reported violations to the Federal awarding agency.
5. *Contract Work Hours and Safety Standards Act.* Where applicable, all contracts awarded by the school and the charter districts 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 the Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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 workweek. 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 that 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.
6. *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 sub-recipient 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 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.
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 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).

8. Energy Efficiency Standards and Policies. 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. 6201).
9. Debarment and Suspension. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System 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.” The Excluded Parties List System in SAM 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.
10. Byrd Anti-Lobbying. Contractors that apply or bid for an award of \$100,000 or more 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.
11. Procurement of Recovered Materials. The school, the charter districts, and their contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Vendor’s Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

Email Address: _____

Printed Name and Title of Authorized Representative:

Signature of Authorized Representative: _____ Date: _____

Attachment N – 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) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Great Hearts Texas (the “School”) retains the discretion to determine what constitutes direct contact with students.

“Disqualifying Criminal History”: Any conviction or other criminal information designated by the School, including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code §21.060, including:
 - 1.1. Crimes involving moral turpitude;
 - 1.2. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
 - 1.3. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health, and Safety Code;
 - 1.4. Crimes involving school property or funds;
 - 1.5. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
 - 1.6. Crimes occurring wholly or in part on school property or at a school-sponsored activity; and
 - 1.7. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public school.
5. Any other offense that the School believes might compromise the safety of students, staff, or property.

All contractors must work with the School to comply with the requirements of Texas Education Code §22.0834 prior to beginning services to the School.

Criminal History Review of Contractor Employees

Attachment O – Reference Sheet

Please list a minimum of three references of agencies (governments, charter schools or ISDs) that have used your services. We would prefer some of the references to be new customers in the last year, and Texas agencies are preferred.

1. _____
Company Name

Street Address	City	State	Zip
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Contact Person	Phone Number	Email Address
----------------	--------------	---------------

Project Scope

Dates of Contract	
Contract start date	Contract end date

2. _____
Company Name

Street Address	City	State	Zip
----------------	------	-------	-----

Contact Person	Phone Number	Email Address
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Project Scope

Dates of Contract

3. _____
Company Name

Street Address City State Zip

Contact Person Phone Number Email Address

Project Scope

Dates of Contract

4. _____
Company Name

Street Address City State Zip

Contact Person Phone Number Email Address

Project Scope

Dates of Contract

Attachment P – Proposed Pricing

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

Attachment Q – 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 generate a 1099 tax form, which is required for income tax filing purposes.

Respondent must fill out the W-9 and submit it with their proposal.

Respondent can obtain the W-9 Form at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

End of Great Hearts Texas RFP