

INVITATION FOR REQUEST FOR PROPOSALS

RFP Number: 2025-301

Request for Proposals (RFP) – Marketing and Branding Services to be provided to the El Paso Academy, Inc. (“EPA”) will be received at the office of Sarahi Gross – Executive Director, El Paso Academy, Inc., 11000 Argal Ct., El Paso, Texas 79935, Phone:(915) 590-8589, via email at sgross@elpacademy.org, April 9, 2025 at 3:00 p.m. along with the requisite signature pages and certification forms.

Proposal documents may be obtained on-line at the following website:
www.elpasoacademy.org/

EPA reserves the right to reject any and all responses and to waive all technicalities.

BOARD OF THE EL PASO ACADEMY, INC.

Request For Proposals

Marketing and Branding Services

RFP Number: 2025-301

Introduction:

El Paso Academy, Inc. (hereinafter referred to as EPA) is seeking a qualified marketing and branding agency to develop and execute a comprehensive marketing strategy that effectively promotes our school's unique educational philosophy, attracts high-quality students, and builds strong community engagement. Services will include (but are not limited to) the following: Marketing Strategy, Advertising, and a suite of creative media-related services.

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 EPA's students and families across the El Paso County. As EPA grows, marketing partner(s) must be aligned with its mission and be able to guide and execute a regional strategy to ensure that 100% of our schools are fully enrolled before the first day of school while simultaneously filling the funnel with leads for the subsequent year's campaigns.

About El Paso Academy:

- **Mission:**

Founded in 2000, EPA's mission is to provide students an alternative educational option, varied methods of instruction, and flexible school hours which allow students to work at their own pace and develop strong academic skills to earn their diploma. The accelerated instructional options available at El Paso Academy provide students with the opportunity to advance or catch-up credits for graduation.

- **Student demographics:**

EPA serves high school students (9-12 grades) who are often academically behind their peers and sometimes the first in the family to graduate high school. The rigorous course content and instructional practices at EPA have resulted in students pursuing college or university studies after graduation.

- **Unique selling points:**

EPA offers a half-day instructional program over four academic quarters throughout the school year. Graduation plans must meet state requirements and are designed to meet the individual needs of each student. EPA is an academically A-rated school district by the Texas Education Agency.

Project Scope:

- **Branding Development:**

- Revise or create a new visual identity (logo, color palette, typography) that aligns with the school's mission and values.
- Develop brand guidelines for consistent application across all marketing materials.

- **Marketing Strategy:**
 - Identify target audiences (prospective parents, community partners, educators).
 - Create a comprehensive marketing plan encompassing digital, print, social media, and public relations strategies.
- **Content Creation:**
 - Develop compelling marketing materials including website content, brochures, social media posts, video content, and press releases.
 - Showcase student success stories, faculty expertise, and school events.
- **Digital Marketing:**
 - Manage and optimize the school website.
 - Develop targeted paid advertising campaigns across relevant platforms.
 - Implement SEO strategies to improve website visibility.
- **Community Engagement:**
 - Plan and execute school events and outreach initiatives to build relationships with parents and the local community.
 - Develop strategies to foster positive media coverage.

Proposal Requirements:

- **Agency Background:**
Provide a detailed overview of your agency's experience in education marketing, highlighting successful case studies with similar charter schools.
- **Understanding of El Paso Academy:**
Demonstrate your understanding of our school's mission, values, and target audience.
- **Proposed Marketing Strategy:**
Outline a comprehensive marketing plan including key tactics, timelines, and budget allocation.
- **Creative Samples:**
Showcase examples of previous branding and marketing materials relevant to the charter school market.
- **Team Composition:**
Identify the dedicated team members who will manage our account, including their relevant expertise.
- **Measurable Metrics:**
Specify key performance indicators (KPIs) for evaluating the success of your marketing efforts.

Performance Requirements:

Sample of Marketing and Media Campaigns

Work in tandem with the EPA administration to plan, recommend, and execute (includes media buying services) the following media campaigns and components on an annual basis:

- Student recruitment and enrollment
- Brand awareness

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

- Digital (including but not limited to Facebook, Instagram, Google, display, video, Spotify)
- Broadcast TV and Cable
- Radio (both traditional and streaming audio platforms)
- Outdoor (including but not limited to bus shelters, street banners, bus benches, mall advertising, mobile billboards, guerilla marketing)
- Print
- Direct mail
- In-theater
- Paid lists
- Paid sponsorships (including but not limited to blog and editorial sponsorships, event and booth sponsorships, radio remote sponsorships, and TV station on-air interview opportunities)
- Grassroots Marketing Opportunities (via local partnerships)

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

- A weekly 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,
- A real-time, interactive digital reporting dashboard that enables the EPA administration 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),
- Broadcast pre-logs and post-logs on a weekly basis so the district shall stay updated on what spots ran when and where,
- A comprehensive marketing flowchart that easily identifies the timing, quantity, and placement of all advertising in the marketplace.

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

- Weekly status meetings with the EPA administration to ensure alignment on organizational goals and needs as the district moves through the marketing season per campaign,
- Weekly student enrollment tactical meetings with the EPA administration to update on strategy shifts and provide relevant media recommendations and services that require quick action and turnaround delivery timelines
- Quarterly digital and traditional reporting meetings with the EPA administration to deep dive into campaign performance and provide recommendations on campaign shifts or optimizations to consider for the subsequent quarter

Budget Planning, Tracking, and Remittance

- Align with the Marketing team to determine and ensure appropriate budget levels per campaign, per fiscal year,
- Use DMA (Designated Market Area) knowledge and rankers to determine appropriate market saturation levels to support campaign parameters and goals,

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

Submission Instructions:

Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFP.

To be considered, the Proposal must be prepared according to the following specifications and should include the following information and content:

- Title Page
- Preface
- Summary of Experience
- Proposal Response to Scope of Service and Performance Requirements
- Timeline and Budget/Cost Breakdown
- References
- Additional Documentation for consideration

To be eligible for consideration, proposals should be received via email at sgross@elpacademy.org or delivered to Sarahi Gross, Executive Director, at 11000 Argal Ct., El Paso, TX 79935, **no later than 3:00 p.m. MST on April 9, 2025**, along with the requisite signature pages and certification forms.

All proposals must be received by the deadline. Proposals submitted after the deadline will not be accepted. Modifications offered in any manner, oral or written, will not be considered.

EPA reserves the right to reject any Proposals, award service contracts as may appear advantageous to EPA 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. EPA further reserves the right to tender its own contract for services.

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.

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.

Vendor shall provide information on any costs that EPA 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 EPA to incur any costs, the Proposal shall state “No costs to EPA.”

EPA 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 awards.

Submission of a Proposal shall be construed to mean that the vendor agrees to carry out all conditions outlined in this 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, EPA shall expect to receive the service(s) exactly as specified.

EPA reserves the right to select any offer it deems the best value, regardless of price.

EPA may accept multiple offers for the same services.

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:

1. Reference's Name
2. Contact Person
3. Address, City, State, and Zip
4. Contact Person Phone Number
5. Contact Person Email Address
6. Brief Project Scope
7. Time Frame

False/Misleading Statements

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 EPA, such information was intended to mislead EPA in its evaluation of the Proposal and the attribute, condition, or capability as a requirement of the RFP, the Proposal shall be rejected.

Proposal Signatures

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 partner (if applicable).

Selection of Vendor(s)

EPA may award this RFP to multiple vendors or the vendor EPA determines, in its sole discretion, provides the best value to EPA, based upon the evaluation of proposals. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under this RFP.

Contract Period

The agreement(s) resulting from this solicitation will be in effect at a date established by mutual consent of El Paso Academy, Inc. and selected partner(s).

GENERAL TERMS & CONDITIONS

INDEMNIFICATION: THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS EL PASO ACADEMY SCHOOLS AND ITS BOARD OF DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES 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 EL PASO ACADEMY 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.

Termination: EPA 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 EPA, for convenience.

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 EPA's designated representative(s), incompetent, unfaithful, intemperate, or disorderly, or uses threatening or abusive language to an EPA 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 EPA except upon consent of EPA's representative.

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 EPA 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 EPA. 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 EPA 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 EPA shall be prohibited from working on the contract.

LIMITATIONS AND NO WAIVER OF GOVERNMENTAL IMMUNITY: THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF EL PASO ACADEMY TO ENTER INTO CERTAIN TYPES OF CONTRACTS, INCLUDING, BUT NOT LIMITED TO, ANY TERMS AND CONDITIONS RELATING TO LIENS ON EPA'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 EPA 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 EPA SHALL BE CONSTRUED

AS A WAIVER OF ANY GOVERNMENTAL, STATUTORY OR SOVEREIGN IMMUNITY FROM SUIT AND LIABILITY AVAILABLE TO EPA UNDER APPLICABLE LAW.

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 EPA. 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.

Applicable Law: This contract shall be governed by the policies of EPA'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. EPA Board Policies can be accessed by contacting EPA.

Record Keeping: EPA, 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.

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 belongs to EPA as work-for-hire and all rights are reserved by EPA and/or the federal government in accordance with applicable federal law.

Advertising: The Vendor shall not advertise or publish, without EPA's prior consent, the fact that EPA 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.

Standing: Vendor must be registered to conduct business in Texas and in good standing with the Texas Secretary of State and Comptroller.

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 EPA may be terminated and payment may be withheld if this certification is inaccurate.