



MEMBER THE TEXAS STATE UNIVERSITY SYSTEM™

REQUEST FOR PROPOSAL

Advertising Services RFP No. 789-190606M

Class and Item: 915-01

All Proposals Must be Received By:

June 27, 2019 2:00 p.m. Central Time

Mail, Courier, or Hand Deliver Proposal To:

Lamar Institute of Technology
Attn: Sheryll Snider
Cecil Beeson Building, Room 215
855 E Lavaca
Beaumont, Texas 77705

NOTE TO POTENTIAL RESPONDENTS:

Responses to this solicitation (Proposals) must be received at the location designated above and time stamped on or before the time and date specified in this solicitation in order to be considered. Due to the nature of the solicitation and evaluation process being utilized, after receipt of proposals only the names of Respondents will be made public. Prices, terms and other proposal details will only be divulged upon written request after the Contract award, if one is made. All proposals submitted shall become the property of the State of Texas upon receipt.

TABLE OF CONTENTS

Section 1 - General Information and Requirements

- 1.1 General Information
- 1.2 Prohibited Communications
- 1.3 Public Information
- 1.4 Nondiscrimination
- 1.5 Type of Contract
- 1.6 Parking Permit Requirements
- 1.7 Clarifications and Interpretations
- 1.8 Submission of Proposals
- 1.9 Required Documents
- 1.10 Point-Of-Contact
- 1.11 Evaluation of Proposals
- 1.12 LIT's Reservation of Rights
- 1.13 Acceptance of Evaluation Methodology
- 1.14 No Reimbursement for Costs
- 1.15 Pre-Proposal Conference
- 1.16 Eligible Respondents
- 1.17 State of Texas Historically Underutilized Business Plan
- 1.18 Certain Proposals and Contracts Prohibited
- 1.19 Certification of Franchise Tax Status
- 1.20 Required Notices of Insurance Coverage
- 1.21 Delinquency in Paying Child Support
- 1.22 Payment Terms
- 1.23 Default and Termination
- 1.24 Alternative Dispute Resolution
- 1.25 Loss of Funding
- 1.26 Limitations
- 1.27 Contract Controlling
- 1.28 Undocumented Workers
- 1.29 Equal Opportunity

1.30 Miscellaneous Terms and Conditions

Section 2 - Executive Summary

2.1 Historical Background

2.2 Mission Statement

Section 3 - Qualifications

3.1 Respondent's Statement of Qualifications and Ability to Undertake the Contract

3.2 Criterion One: Respondent's Ability to Provide Services

3.3 Criterion Two: Respondent's Past Performance

3.4 Criterion Three: Respondent's Ability to Meet the Scope of Work

3.5 Criterion Four: Company Specifics

3.6 Respondent's Execution of Offer

Section 4 –Proposal Requirements and Process

4.1 General Instructions

4.2 Proposal Format and Required Copies

4.3 Selection Process

4.4 Award of Contract

Section 5 – Schedule of Proposal Process

Section 6 – Scope of Work

Section 7 –Pricing Proposal

SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS

1.1 **GENERAL INFORMATION:** Lamar Institute of Technology (LIT) is soliciting proposals from qualified advertising services vendors (“Vendors”, Respondents”, or “Proposers”) to enter into non-exclusive Contract(s) in accordance with the requirements contained in this Request for Proposal (RFP). The selected vendor(s) will provide the work described in Section 6 Scope of Work.

1.1.1 The Contract shall begin upon the execution of a Contract by LIT with the Awarded Contractor(s) and extend through August 31, 2020, with the option for renewal at LIT’s sole discretion. The term of the Contract, including one renewal periods, may not exceed two years.

Optional Renewal Periods:

1st Option – September 1, 2020 through August 31, 2021

Once a Contract is executed with the Contractor(s), this period will be referred to as the “Contract Term”.

1.1.2 Each proposal must state that it will remain valid for LIT’s acceptance for a minimum of 180 days after the submittal deadline, to allow time for evaluation, selection, any required approvals, Contract formation, and any unforeseen delays.

1.2 **PROHIBITED COMMUNICATIONS:** During the period between when the proposal is made available to all prospective vendors and the selection of the vendor and subsequent award, vendors nor their agents and /or representatives, shall directly discuss or promote their proposal response with any member of LIT, its employees, or any member of the Board except in the course of LIT sponsored inquires, briefings, interviews or presentation, unless requested by LIT. This prohibition is intended to create a fair, competitive environment for all potential Respondents, assure that decisions are made in public, and to protect the integrity of the procurement process. Violation of this provision may result in rejection of the Respondent’s proposal.

1.3 **PUBLIC INFORMATION:** LIT strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this Contract that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

1.3.1 LIT strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of Proposal information.

1.3.2 Due to the nature of the competitive solicitation process used, LIT may withhold certain information until after the execution of the Contract.

1.3.3 Successful Respondent(s) is required to make any information created or exchanged with the state pursuant to any Contract resulting from this solicitation, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

1.4 **NONDISCRIMINATION:** In their execution of this agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this agreement.

1.5 **TYPE OF CONTRACT:** Any Contract arrangement resulting from this solicitation will be in the form of a LIT Services Contract.

1.6 **PARKING PERMIT REQUIREMENTS:** The successful Respondent(s) will be required to pick up a vendor parking pass at Lamar Institute of Technology's Cashier Office in the Beeson Building, first floor, 106.

1.7 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this solicitation that materially affect or change its requirements will be issued formally by LIT as a written addendum.

1.7.1 Respondents shall be required to consider only those clarifications and interpretations that LIT issues by formal written addenda prior to the submittal deadline.

1.7.2 This solicitation and any formal written addenda, if required, will be issued by LIT via the Electronic State Business Daily (ESBD) website located at: <http://www.txsmartbuy.com/sp> Please reference the solicitation number provided in this solicitation. It is the responsibility of each Respondent to check this website frequently for any posted addenda. Failure to acknowledge any and all addenda may result in the disqualification of your proposal.

1.7.3 Questions regarding this solicitation and requests for HUB Plan reviews shall be in writing to the Point of Contact listed in Section 1.10 no later than the time specified below.

Question Deadline: Thursday, June 13, 2019 at 12:00 p.m. Central Time

1.8 **SUBMISSION OF PROPOSALS:**

1.8.1 Deadline and Location:

Submission of proposal shall be in writing to the Point-of-Contact listed in Section 1.10 no later than the time specified below. The **Proposer (not the carrier/mail service/other or LIT)** is solely responsible for ensuring that the documentation is received.

Submittal Deadline: Thursday, June 27, 2019 at 2:00 p.m. Central Time

Respondents shall submit proposals via mail, courier, or hand delivery to:

Lamar Institute of Technology Attn: Sheryll Snider
Cecil Beeson Building, Room 215
855 E Lavaca, Beaumont, Texas 77705

It is the Respondent's sole responsibility for preparing, submitting and delivering a response with all required materials to the designated location on or before the published submittal deadline. LIT has decentralized mail and package delivery. Courier mail or delivery services may not deliver directly to the specified submittal location. It is strongly recommended that the response be hand carried to insure receipt at the proper location.

1.8.2 If submitting by mail or courier service, the Respondent is cautioned to allow sufficient time for delivery prior to the published deadline to the location specified above.

1.8.3 Failure to deliver by the submittal deadline may not be grounds for disputing the procurement solicitation process or any resulting Contract award.

1.8.4 The Point-of-Contact identified in Section 1.10 will identify the official time clock at the Proposal submittal location identified above.

1.8.5 LIT will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), electronic mail (e-mail) or other electronic means.

1.8.6 Proposal must be placed in a sealed envelope, box, or container that is completely and properly identified with the name of Proposer's firm, RFP number, due date and time. It is the Proposer's responsibility to have the proposal correctly marked, addressed and delivered to LIT's point of contact by the submittal deadline for receipt by the Point-of-Contact.

1.8.7 Due to the nature of the solicitation and evaluation process used for this solicitation, only the names of the submitting Respondent(s) will be read aloud immediately following the date and time stated in 1.8.1. Upon award, if any, a written request in accordance with paragraph 1.2 may be submitted by any interested party.

1.9 **REQUIRED DOCUMENTS:** Following is a list of documents that are to be returned as part of the Proposal submittal. Failure to return the required documents will result in the Proposal being determined as non-responsive and the Proposal will be rejected.

1.8.6.1 Completed and signed HUB Subcontracting Plan

See Section 1.17

1.8.6.2 Statement of Qualifications

See Section 3

1.8.6.3 Signed Execution of Offer

See Section 3.12

1.8.6.4 Completed and signed Pricing Proposal

See Section 4 and 8

1.10 **POINT-OF-CONTACT:** The following person is the authorized Point-of-Contact for this solicitation. Respondents are reminded that LIT is not bound by any oral statements or representations. Respondents shall restrict all contact with, and direct all questions regarding this solicitation including questions regarding terms and conditions in writing to:

Sheryll Snider
855 E Lavaca, Beaumont, Texas 77705
purchasing@lit.edu
(409) 839-2021 office

1.11 **EVALUATION OF PROPOSALS**: It is the intent of LIT to award a Contract to the responsible, responsive Proposer(s) that submits a proposal which meets the minimum criteria set forth herein, and that represents the best value to LIT. All properly submitted proposals will be reviewed, evaluated, and ranked by LIT. Proposals will be evaluated by a review panel on the basis of the criteria and relative criteria weights listed below. Only criteria designated in the solicitation can be considered in the award determination.

Evaluation Criteria and Weighted Values:

20% Respondents Ability to Provide Services

15% Respondents Past Performance

25% Respondents Ability to Meet the Scope of Work

15% Company Specifics

25% Pricing Proposal

1.12 **LIT's RESERVATION OF RIGHTS**: LIT reserves the right to reject or accept any and all responses and/or temporarily or permanently abandon the Contract, make no award or waive minor process irregularities. LIT makes no representations, written or oral, that it will enter into any Contract with any Respondent to this solicitation and no such representation is intended or should be construed by the issuance of this solicitation.

1.13 **ACCEPTANCE OF EVALUATION METHODOLOGY**: By submitting a Proposal, the Respondent acknowledges acceptance of the proposal selection process, the criteria for award, the scope of services and conditions under which the services are to be performed, the terms and conditions of the RFP, and all other requirements and specifications set forth in this RFP. In addition, the Respondent acknowledges and accepts that determination of the best value firm(s) will require some subjective judgments by LIT.

1.14 **NO REIMBURSEMENT FOR COSTS**: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this solicitation process shall be at the sole risk and responsibility of the Respondent. Respondents submit Proposals at their own risk and expense.

1.15 **PRE-PROPOSAL CONFERENCE**: **There will be no pre-proposal conference for this solicitation.**

1.16 **ELIGIBLE RESPONDENTS**: Only individual firms or lawfully formed business organizations may respond. LIT will only enter into a Contract with an individual firm(s) or formal organization(s) that submits a Proposal.

1.17 **STATE OF TEXAS HISTORICALLY UNDERUTILIZED BUSINESS PLAN**: All agencies of the State of Texas are required to make a good faith effort to assist Historically Underutilized Businesses (HUB) in receiving contract or subcontract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. If under the terms of any Contract resulting from this RFP, Respondent

subcontracts any of the services then, Respondent must make a good faith effort attempt to utilize HUBs certified through the Statewide HUB Program.

Proposals that fail to comply with the subcontracting requirements contained in this solicitation will constitute a material failure to comply and will be rejected by LIT as non-responsive. Any subContracting of the Services by the successful Respondent(s) is subject to review by LIT to ensure compliance with the HUB program requirements.

If LIT determines that subcontracting opportunities are probable, then a HUB SubContracting Plan (HSP) is a required element of the response.

1.17.1 Statement of Probability: For this RFP a HUB Subcontracting Plan is required. The Respondent shall develop and administer a HSP as a part of the Respondent's Proposal.

1.17.2 The HUB Subcontracting Plan form and HUB policy can be found on the Texas Comptroller of Public Accounts website at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

1.18 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a State agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or Request for Proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, Under Section 2155.004, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. If a State agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the State agency may immediately terminate the contract without further obligation to the successful Respondent(s). This section does not create a cause of action to contest a Proposal or award of a State contract.

1.19 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful Respondent(s) will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent agrees that each Subcontractor and Supplier under Contract will also provide a certification of franchise tax status.

1.20 REQUIRED NOTICES INSURANCE COVERAGE:

The Contractor will carry and will cause its subcontractors to carry, at least the following insurance with companies admitted to do business in the State of Texas and having an AM Best Rating of A-, and in amounts (unless otherwise specified), as LIT may require:

1.20.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than:

Statutory Limit - Each Accident	\$500,000
Occurrence - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

Waiver of Subrogation and 30 Day Notice of Cancellation endorsements are required.

1.20.2 Commercial General Liability

General Liability	\$2,000,000
Products Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

Additional Insured, Waiver of Subrogation and 30 Day Notice of Cancellation endorsements are required.

1.20.3 Additional Insurance Requirements:

- Additional insured endorsements providing Ongoing and Completed Operations.
- Primary and Non-Contributory endorsement required on General Liability.
- Additional Insured and Waiver of Subrogation endorsements must be in favor of: Lamar Institute of Technology, Member of The Texas State University System, their agents, servants, employees, officers, heirs, assigns, successors in interest & representatives in connection with the work.

Coverage Period

- Commercial General Liability Insurance will be kept in force until receipt of Final Payment by LIT to Contractor; and
- Worker Compensation Insurance and Employer Liability Insurance will be kept in force until the work has been fully performed and accepted by LIT in writing;
- If required, Errors and Omissions Insurance will be kept in force an additional two years after the work has been fully performed and accepted by LIT in writing.

Cancellation Clause

- SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR THERE IS A SIGNIFICANT COVERAGE CHANGE BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

1.21 DELINQUENCY IN PAYING CHILD SUPPORT: Pursuant to Section 231.006, Family Code, the Respondent certifies that it is not ineligible to receive the award of or payments under this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

1.22 PAYMENT TERMS: The awarded Contractor shall not begin or provide any services until issuance of a Contract by LIT. LIT does not guarantee a specific compensation to the Contractor throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

1.22.1 Payment will be made by LIT Accounts Payable Office after receipt of a correct Invoice and a payment approval from the department. Submit original invoices to:

Lamar Institute of Technology
Attn: Accounts Payable
P. O. Box 10043
Beaumont, Texas 77710

1.22.2 LIT's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

1.22.3 [Section 51.012, Education Code](#), authorizes LIT to make payments through electronic funds transfer methods. Respondent agrees to accept payments from LIT through those methods, including the automated clearinghouse system (ACH). Respondents agree to provide Respondent's banking information to LIT in writing on Respondents letterhead signed by an authorized representative of Respondent. Prior to the first payment, LIT will confirm Respondent's banking information. Changes to Respondent's bank information must be communicated to LIT in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Respondent.

1.22.4 LIT, an agency of the State of Texas, is exempt from Texas Sales and Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\) \(4\)](#), LIT is not required to provide a tax exemption certificate to establish its tax exempt status.

1.23 DEFAULT AND TERMINATION

1.23.1 If a party substantially fails to perform, the other party may terminate the Contract upon fifteen days written notice of termination setting forth the nature of the failure. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.

1.23.2 Either Party may terminate the Contract, without cause, at any time upon giving sixty days advance notice unless agreed in writing otherwise by the parties. Upon termination pursuant to this paragraph, the successful Respondent(s) shall receive payment for the services satisfactorily performed from the time of the last payment date to the termination date, provided the successful Respondent(s) shall have delivered to LIT a final report describing the work completed to the date of termination. LIT shall not reimburse the successful Respondent(s) for any services performed or expenses incurred after the date of termination notice.

1.24. ALTERNATIVE DISPUTE RESOLUTION: If a dispute, or controversy, or claim arises out of or relates to this Contract, the parties will make a good faith attempt to resolve the issues. If the dispute cannot be settled by the parties, the parties agree to follow the dispute resolution process in Chapter 2260 of the Texas Government Code.

1.25 LOSS OF FUNDING: Performance by LIT under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (Legislature), allocation of funds by the Board of Regents of The Texas State University System (Board) or funding availability through a Sponsored Program Funding Agency. If the Legislature fails to appropriate or allot the necessary funds, the Board fails to allocate the necessary funds, or funding is not available through a Sponsored Program Funding Agency, then LIT will issue

written notice to Contractor and LIT may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of LIT.

1.26 LIMITATIONS: THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'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, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

1.26.1 Confidentiality (collectively, the "Limitations").

Terms and conditions related to the Limitations will not be binding on LIT except to the extent authorized by the laws and Constitution of the State of Texas.

1.27 CONTRACT CONTROLLING: These Terms and Conditions shall take precedence over any Terms and Conditions contained in any Proposal, like document or any document referenced or attached. The Contract shall be construed under the laws of the State of Texas, and venue for any action brought hereunder shall be Jefferson County, Texas.

1.28 UNDOCUMENTED WORKERS: The *Immigration and Nationality Act (8 United States Code 1324a)* (Immigration Act) makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form 1-9 Employment Eligibility Verification Form (1-9 Form) as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, the successful Respondent(s) is required to: (1) have all employees complete and sign the 1-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the 1-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the 1-9 Form, and complete the certification portion of the 1-9 Form; and (4) retain the 1-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individuals national origin or citizenship status. If the successful Respondent(s) employs unauthorized workers, during the performance of the Contract, in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, LIT may terminate the Contract. Successful Respondent(s) represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

1.29 EQUAL OPPORTUNITY: Pursuant to Applicable Laws, the successful Respondent(s) represents and warrants that it is an equal opportunity employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.

1.30 MISCELLANEOUS TERMS AND CONDITIONS:

1.30.1 The successful Respondent(s) agrees to indemnify and hold harmless LIT from any claim, damage, liability, expense, or loss arising out of the successful Respondent's performance under the Contract.

1.30.2 The successful Respondent(s) shall neither assign its rights nor delegate its duties under the Contract without the prior written consent of LIT.

1.30.3 The successful Respondent(s) shall be an Independent Contractor, and neither the successful Respondent(s) nor any Employee of the successful Respondent(s) shall be deemed to be an Agent or Employee of LIT. As an Independent Contractor, the successful Respondent(s) will be solely responsible for determining the means and methods for performing the services described. The successful Respondent(s) shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of LIT relative to conduct on its premises.

1.30.4 The Contract (including all Exhibits, Attachments, etc.) constitutes the sole Contract of the parties and supersedes any other oral or written understanding or Contract. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except in writing signed by LIT and the successful Respondent(s).

1.30.5 The successful Respondent(s) certifies that, upon the effective date of the Contract, the successful Respondent(s) is not delinquent in payment of State of Texas corporate franchise taxes. The successful Respondent(s) agrees that any false statement with respect to franchise tax status shall be a material breach hereof and LIT shall be entitled to terminate the Contract upon written notice to the successful Respondent(s).

1.30.6 Any written notice required by the Contract shall be mailed to the attention of LIT's Designated Authorized Representative as noted in Contract.

1.30.7 Except as otherwise provided, neither the successful Respondent(s) nor LIT, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in the Contract caused by Force Majeure as defined in the solicitation. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform.

1.30.8 Force Majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with

proof of receipt within three business days of the existence of such Force Majeure or otherwise waive this right as a defense.

1.30.9 Representations and Warranties by the successful Respondent(s). If the successful Respondent(s) is a corporation or a limited liability company, the successful Respondent(s) warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and the Contract, and the individual executing the Contract on behalf of the successful Respondent(s) has been duly authorized to act for and bind the successful Respondent(s).

1.30.10 Products and Materials Produced in Texas. If the successful Respondent(s) will provide services under the Contract, the successful Respondent(s) covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations, the successful Respondent(s) will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

1.30.11 Access by Individuals with Disabilities:

The successful Respondent(s) shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

1.30.11.1 The successful Respondent(s) represents and warrants that the electronic and information resources and all associated information, documentation, and support (collectively, the EIRs) that it provides to LIT under the Contract comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rules §206.50 and §206.70 of the Texas Administrative Code authorized by Chapter 2054, Subchapter M of the Texas Government Code, United States Rehabilitation Act of 1973 and its amendments, Section 508; and World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), Web Content Accessibility Guidelines (WCAG) 1.0 and 2.0AA. All submissions must include all Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA) that describes compliance with Section 508. In the event that the successful Respondent(s) fails or is unable to do so, then LIT may terminate the Contract and the successful Respondent(s) will refund to LIT all amounts LIT has paid under the Contract within thirty-days after the termination date.

1.30.12 Patent, Trademark, Copyright and Other Infringement Claims. The successful Respondent(s) shall indemnify, save and hold harmless LIT from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from LIT or the successful Respondents use of or acquisition of any services or other items provided to LIT by the successful Respondent(s) or otherwise to which LIT has access as a result of the successful Respondents performance under the Contract, provided that LIT shall notify the successful Respondent(s) of any such claim within a reasonable time of LIT's receipt of notice of any such claim. If the successful Respondent(s) is notified of any claim subject to this section, the successful Respondent(s) shall notify LIT of such Claim within five business days of such

notice. No settlement of any such claim shall be made by the successful Respondent(s) without LIT prior written approval. The successful Respondent(s) shall reimburse LIT for any Claims, damages, losses, costs, expenses, judgments, or any other amounts, including, but not limited to, attorney fees and court costs, arising from any such claim. The successful Respondent(s) shall pay all reasonable costs of LIT legal counsel and shall also pay costs of multiple counsels, if required, to avoid conflicts of interest. The successful Respondent(s) represents that it has determined what licenses, patents and permits are required under the Contract and has acquired all such licenses, patents and permits.

1.30.13 The successful Respondent(s) further covenants and agrees to: FULLY INDEMNIFY and HOLD HARMLESS, The Texas State University System (TSUS), TSUS Regents, LIT and the elected officials, employees, officers, directors, volunteers, and representatives of LIT, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon LIT directly or indirectly arising out of, resulting from or related to the successful Respondents activities under the Contract, including any acts or omissions of the successful Respondent(s), any Agent, Officer, Director, Representative, Employee, Consultant or the Subcontractor of the successful Respondent(s), and their respective Officers, Agents, Employees, Directors and Representatives while in the exercise of performance of the rights or duties under the Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of LIT, Officers or Employees, separate Contractors or assigned Contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT THE SUCCESSFUL RESPONDENT(S) AND LIT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

1.30.14 The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, Contractual or otherwise, to any other person or entity.

1.30.15 The indemnities contained herein shall survive any termination of the Contract.

1.30.16 Supporting Documents, Retention; Right to Audit; Independent Audits. The successful Respondent(s) shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under the Contract were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. The successful Respondent(s) shall maintain all such documents and other records relating to the Contract and the state's property for a period of four years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. The successful Respondent(s) shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Work of any Agreement or Contractual arrangement resulting from this solicitation. The successful Respondent(s) and its Subcontractors shall provide the State

Auditor with any information that the State Auditor deems relevant to any investigation or audit. The successful Respondent(s) must retain all work and other supporting documents pertaining to the Contract, for purposes of inspecting, monitoring, auditing, or evaluating by LIT and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

The successful Respondent(s) shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of the State's work as requested. The successful Respondents failure to comply with this requirement shall constitute a material breach of the Contract and shall authorize LIT and the State of Texas to assess immediately appropriate damages for such failure. The acceptance of funds by the successful Respondent(s) or any other entity or person directly under the Contract, or indirectly through a subcontract under the Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. The successful Respondent(s) acknowledges and understands that the acceptance of funds the Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. The successful Respondent(s) shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by Subcontractors through the successful Respondent(s) and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

1.30.17 Ownership of Work Products including Intellectual Property:

The parties shall deem all work products produced as a result of this agreement as "works for hire." Upon delivery, all work products, including writings, drawings, plans, reports, specifications, calculations, documents, presentations, and other materials developed under this agreement shall be LIT exclusive property, to use as LIT deems appropriate.

Successful Respondent(s) relinquishes all claims to copyright and other intellectual property rights in favor of LIT.

Neither successful Respondent(s) nor its Subcontractors, if any, shall make any such materials available to any individual or organization, without the prior written approval of LIT'S authorized representative, or designee. Successful Respondent(s) make no representation of the suitability of the work product for use in, or application to, circumstances not contemplated by the scope of work.

1.30.18 The President of LIT or an Authorized Designee, may require the successful Respondent(s) to remove any person from the campus that, in his or her judgment, poses a danger to health or safety

1.30.19 Compliance with LIT policies:

Respondent is notified that in the event of an award the following LIT policies, at a minimum, shall apply to a Contractor's employees and subcontractors while on the LIT campus:

- a) On-campus driving and parking
- b) Prohibition on smoking or tobacco use

- c) Fire safety and hazardous materials
- d) Drug-free workplace
- e) Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation

LIT policies may be viewed at <https://www.lit.edu>

1.30.20 Contractor Certification regarding Boycotting Israel. Pursuant to [Chapter 2270, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

1.30.21 Contractor Certification regarding Business with Certain Countries and Organizations. Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

1.30.22 In accordance with Texas Education Code, Chp. 51, Section 51.9335, Subsection (h), any Contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the Contract is considered to be a part of the executed Contract without regard to:

- a) Whether the provision appears on the face of the Contract; or
- b) Whether the Contract includes any provision to the contrary.

SECTION 2 – EXECUTIVE SUMMARY

2.1 **HISTORICAL BACKGROUND:** Lamar Institute of Technology traces its roots back to March 8, 1923, when the South Park School District in Beaumont authorized its superintendent to proceed with plans to open a “junior college of the first class.” On September 17, 1923, South Park Junior College opened with 125 students and a faculty of 14. In 1932, separate facilities were provided, and the name of the institution was changed to Lamar College, to honor Mirabeau B. Lamar, second president of the Republic of Texas and the “Father of Education” in Texas.

On September 1, 1995, the Institute of Technology was established as an educational center of Lamar University and a Member of The Texas State University System. The Texas Legislature changed the name of the institution to Lamar Institute of Technology in 1999.

Lamar Institute of Technology is a great center of learning for everyone in Texas. We focus on teaching excellence, student success and community engagement. We are an open-door postsecondary institution ready to serve all students. LIT provides a curriculum consisting of more than 50 degree and certificate programs covering a wide range of career and technical educational opportunities. We are a Member of The Texas State University System and accredited by the Southern Association of Colleges and Schools Commission on Colleges. The LIT campus in Beaumont is about 90 miles east of Houston and about 25 miles west of Louisiana.

2.2 **MISSION STATEMENT:** Lamar Institute of Technology provides innovative teaching

and learning for tomorrow's workforce. Our new mission statement is in alignment with our three college goals.

SECTION 3 –QUALIFICATIONS

3.1 RESPONDENT'S STATEMENT OF QUALIFICATIONS AND ABILITY TO UNDERTAKE THE CONTRACT:

Provide a statement of interest for the Contract including a narrative describing the Respondent's unique qualifications as they pertain to this particular Contract.

3.2 CRITERION ONE: RESPONDENT'S ABILITY TO PROVIDE THE SERVICES:

3.2.1 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact in both organization and company direction.

3.2.2 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under any Contract with LIT.

3.2.3 Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.

3.2.4 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any LIT employee, officer, or Regent? If so, please explain.

3.2.5 Provide a signed, completed US IRS form W-9.

3.3 CRITERION TWO: RESPONDENT'S PAST PERFORMANCE:

References shall be considered relevant based on specific project participation and experience with the Respondent. LIT may contact references during any part of this process. LIT reserves the right to contact any other references at any time during the solicitation process.

3.3.1 Identify and describe each project for past two years. Provide the following information for each project listed: Project name, location, description, contact including phone number and email address.

3.3.2 Provide reference letters from three Owners identified in Sections 3.3.1 that describe your response to and performance on services.

3.3.3 Are you currently or have you in the past engaged in business with any Texas State University System <https://www.tsus.edu/> components? If yes, provide the TSUS component name and contact information.

3.4 CRITERION THREE: RESPONDENTS ABILITY TO MEET THE SCOPE OF WORK INCLUDING TECHNICAL APPROACH:

3.4.1 Provide statements of the service capabilities for meeting each of the required services in Section 6 and any unique benefits that LIT will gain from Contracting with successful Respondents' firm.

3.4.2 Describe how your company will address any noted deficiencies in the service performance and your problem escalation policy.

3.5 **CRITERION FOUR: COMPANY SPECIFICS:**

3.5.1 Provide an organizational chart and a brief resume for each of the proposed key personnel, focusing on relevant experience, and list the assigned function of each key person as it relates to this RFP. Provide information related to previous projects. Also, include a statement describing the firm's commitment of the individuals proposed to perform the requested services. List any state or national professional organizations the firm is a member of or actively involved with.

3.5.2 Provide the following information on company:

- Number of years your Company has been in business
- Number of full-time employees
- Experience with Higher Education
- List of services the Respondent subcontracts
- Billing method (i.e. check swap, direct billing, other)

3.5.3 Provide details on your In-House Creative Department including the areas of:

- Graphic design
- Television commercial production
- Radio commercial production
- Social media

3.5.4 Describe innovative ways your firm has approached recruitment on the web, through social media, video, E-mail, etc.

3.6 RESPONDENTS EXECUTION OF OFFER:

NOTE TO RESPONDENTS: SUBMIT THIS ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENTS STATEMENT OF QUALIFICATIONS PACKAGE. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE STATEMENT OF QUALIFICATIONS PACKAGE MAY RESULT IN REJECTION OF THE PROPOSAL. SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT LIT'S OPTION, MAY RESULT IN TERMINATION OF ANY AGREEMENT OR OTHER CONTRACTUAL ARRANGEMENT.

3.6.1 By signature hereon, Respondent acknowledges and agrees that (1) this solicitation is a solicitation for Statements of Qualifications and Pricing Proposal and is not a Contract or an offer to Contract; (2) the submission of Statements of Qualifications/Pricing and Proposal by Respondent in response to this solicitation will not create a Contract between LIT and Respondent; (3) LIT has made no representation or warranty, written or oral, that one or more Contracts with LIT will be awarded under this solicitation; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this solicitation.

3.6.2 By signature hereon, Respondent offers and agrees to furnish to LIT products and/or services more particularly described in the Statement of Work and to comply with all terms and conditions and requirements set forth in the solicitation documents and contained herein.

3.6.3 By signature hereon, Respondent affirms that he neither has given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Statement of Qualifications/Pricing Proposal.

3.6.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

3.6.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor anyone acting on behalf of Respondent has violated the antitrust laws of this state, codified in Section 15.01, ET. seq., Texas Business and Commerce Code, or the Federal antitrust laws. Respondent further certifies that it has not communicated directly or indirectly the Statement of Qualifications submitted to any competitor or any other person engaged in a similar line of business.

3.6.6 By signature hereon, Respondent represents and warrants that:

3.6.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of this solicitation;

3.6.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform satisfactorily the terms, conditions and requirements of this solicitation;

3.6.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

3.6.6.4 Respondent understands the requirements and specifications set forth in this solicitation and the terms and conditions set forth in this solicitation under which Respondent will be required to operate;

3.6.6.5 Respondent, if selected by LIT, will maintain insurance as required by any agreement or Contractual arrangement resulting from this solicitation;

All statements, information and representations prepared and submitted in response to this solicitation are current, complete, true, and accurate. Respondent acknowledges that LIT will rely on such statements, information and representations in selecting the successful Respondent(s). If selected by LIT as the successful Respondent(s), Respondent will notify LIT immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

3.6.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of this solicitation is authorized to sign such documents on behalf of the company and to bind the company under the Contract.

3.6.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in 34 TAC 20.32 (68).

3.6.9 By signature hereon, Respondent certifies as follows:

3.6.9.1 “Under Section 231.006, Texas Family Code, the Respondent certifies that the individual or business entity named in this Proposal or the Contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.”

3.6.9.2 “Under Section 2155.004, *Texas Government Code*, the Respondent certifies that the individual or business entity named in this Proposal or the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.”

3.6.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State University System component, or Respondent has not been an employee of any Texas State University System component within the immediate twelve (12) months prior to your solicitation response. All such disclosures will be

subject to administrative review and approval prior to LIT entering into any agreement or Contractual arrangement resulting from this solicitation.

3.6.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this solicitation. (ref. Section 2155.004 Texas Government Code).

3.6.12 By signature hereon, Respondent represents and warrants that all articles and services quoted in response to this solicitation meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

3.6.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

3.6.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of the Contract.

3.6.15 By signature hereon, Respondent agrees that any payments that may become due under the Contract will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

3.6.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The Texas State University System, or the Executive Officers of The Texas State University System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the Contract.

3.6.17 By signature hereon, Respondent agrees to LIT's general terms and conditions which can be found at the following link: <https://www.lit.edu/pdf/5438/GeneralTerms.pdf>

EXECUTION OF OFFER: RFP NO 789-190606M

Respondent's Company Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11-digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

ADDENDA: Receipt is hereby acknowledged of the following addenda to this solicitation (initial if applicable).

No. 1 _____

No. 5 _____

No. 2 _____

No. 6 _____

No. 3 _____

No. 7 _____

No. 4 _____

No. 8 _____

AWARD AND COMMENCEMENT OF SERVICES: The undersigned agrees to commence services after notification that the Respondent has been identified by LIT as the successful Respondent with the best value Proposal, on or before the commencement date stated by LIT in a Notice to Proceed. LIT reserves the right to accept or reject any or all Statements of Qualifications, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this solicitation when deemed to be in LIT's best interest.

Having carefully examined all the requirements of this solicitation, the proposed form of Contract, and any attachments to them, the undersigned proposes to furnish services as required for this Contract.

Submitted and Certified By:

(Type Respondent's Name)

(Type Title)

(Type Street Address)

(Type Telephone Number)

(Type City, State, Zip Code)

(Type Fax Number)

(Authorized Signature)

(Type Date)

(Email Address for Solicitation Notification)

SECTION 4 –PROPOSAL REQUIREMENTS AND PROCESS

4.1 GENERAL INSTRUCTIONS:

4.1.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Respondents ability to meet the requirements of this solicitation. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of LIT's needs.

4.1.2 Respondents shall carefully read the information contained in this solicitation and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.

4.1.3 Proposals and any other information submitted by Respondents in response to this solicitation shall become the property of LIT.

4.1.4 Proposals that are qualified with conditional clauses, alterations, items not called for in the solicitation documents, or irregularities of any kind are subject to rejection by LIT, at its option.

4.2 PROPOSAL FORMAT AND REQUIRED COPIES:

4.2.1 Proposer shall submit to the attention and address listed in Section 1.10:

- **One original complete paper copy of the entire proposal (including Qualifications, Execution of Offer, Pricing Proposal, and HUB plan)**
- **Six identical paper copies of the entire proposal**
- **One complete electronic copy of the entire proposal, the electronic copy should be in Adobe Acrobat PDF format on a USB drive.**

A signature by an authorized officer of Proposer's firm must appear on the Execution of Offer included in the submitted proposals, both paper and electronic.

4.2.2 It is not necessary to repeat the question in the Statement of Qualifications section; however, it is essential to reference the question number with the corresponding answer.

4.2.3 Proposals shall be printed on letter-size paper and assembled with spiral-type bindings or staples. Do not use metal-ring binders.

4.2.4 Separate and identify each criterion response to Section 3 of this solicitation by use of a divider sheet with an integral tab for ready reference.

4.2.5 Proposal shall include a Table of Contents with page numbers for each page.

4.3 SELECTION PROCESS:

4.3.1 Administrative Review

LIT will review timely received responses to determine if mandatory requirements are met and to verify that the Proposals meet administrative and formatting requirements. Compliant responses

will be approved for subsequent evaluation steps.

4.3.2 Evaluation

The Evaluation Committee will use detailed evaluation and weighting guidelines to carefully review and assign a score to each section of each response. Upon completion of the evaluation and scoring, the next step of this evaluation will be performed.

4.3.3 Reference Checks, Clarification, and Product Demonstration and Presentation

LIT will perform reference checks and seek further information, as needed, from all Respondents whose responses LIT, at its discretion, considers viable based on the Evaluation.

LIT may, at its sole discretion, invite selective responsive Respondent(s), at the Respondent(s) expense, to give an oral presentation and respond to questions. Presentations, at LIT's discretion, may be either on site at LIT or by video conference. On site visits may be conducted by LIT at the offices and/or facilities of those Respondents selected for further consideration.

4.3.4 Negotiations or Discussions

If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with Proposer(s) who have a reasonable chance of receiving Contract award. Therefore, do not anticipate negotiations being held. Respondents are strongly encouraged to submit your best offer at the time proposals are due.

4.4 AWARD OF CONTRACT

4.1 A response to this RFP is an offer to Contract based upon the best price, terms, conditions, and specifications contained herein. Proposals do not become Contracts until they are accepted through a purchase order or fully executed Contract.

4.3 Multiple Awards and Utilization: It may be determined that having the Services provided by multiple Proposers is more advantageous to LIT. LIT reserves the right to make multiple awards against this RFP. LIT will only pay for Services utilized and makes no guarantee of a maximum amount to be paid over the course of any Contract that may result from the RFP.

4.4 No Guarantee of Award: LIT makes no warranty or guarantee that an award will be made as a result of this RFP. LIT reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in LIT's best interest. LIT reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to LIT, at LIT's discretion. Representations made by Proposer within its proposal will be binding on Proposer. LIT will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

SECTION 5 – SCHEDULE OF PROPOSAL PROCESS

DATE:	EVENT:
June 06, 2019:	Publication of RFP on the Electronic State Business Daily
June 13, 2019:	12:00 noon , deadline to submit written questions regarding the RFP.
June 27, 2019:	2:00 p.m. , deadline to submit Proposal .
During July, 2019:	Post-proposal interviews or presentations, if required.
By End of August, 2019:	Anticipated award of Contract(s) upon execution.

NOTE: *This schedule may be modified or changed at the sole discretion of LIT if it is determined to be in LIT's best interest to do so.*

SECTION 6 – SCOPE OF WORK

LIT is soliciting Request for Proposals for advertising and marketing communications firm(s) to develop and implement effective advertising and marketing communication programs to build and sustain enrollment growth through a diverse range of student recruitment, student retention, and community outreach initiatives.

Each Respondent shall provide LIT with a comprehensive approach to marketing and advertising with clear objectives, measurable analytics and a broad knowledge of the target populations.

SERVICES TO BE PERFORMED:

Respondents will work closely with the Owner's marketing staff to create marketing and advertising campaigns throughout the year. Build on established brand promise and guidelines to develop recommendations for marketing communication strategies and tactics that will more effectively integrate LIT's approach to enrollment growth, student success and community support and awareness.

Assist with development of a comprehensive marketing plan that includes supporting LIT's positioning strategy and to reach various target markets effectively. Create and produce advertising for the various recommended media and purchase media to execute this plan, which should include the use of electronic media and internet search marketing.

Revise and update advertising and media plan to effectively deliver key messages to potential students, including high school students. Help meet enrollment goals in a highly competitive higher education marketplace.

Evaluate campaign effectiveness. Monitor and provide analytic data to ensure the effectiveness of advertising and media expenditures. Produce monthly reports, monitoring, tracking and measuring campaign success. This should point to the effectiveness and efficiency in meeting campaign goals.

All marketing communications must speak effectively, to targeted audiences, which include the following:

- Prospective students
- Adult learners 25+ in age
- Current students
- LIT internal audiences
- Parents
- High School counselors and college advisers
- Employers
- Community
- Local Industry

Produce television and radio ads to promote a curriculum consisting of more than 50 degree and certificate programs covering a wide range of career and technical educational opportunities. Creative concepts and messaging will need to build on the established brand.

Respondents should have working knowledge, or experience with, but not limited to, the following traditional and non-traditional media platforms: television, radio, outdoor advertising, Google AdWords, Bing / MSN advertising, Pandora radio, print publications, YouTube video advertising and social media advertising.

Respondents must have a working knowledge of the local market and must be able to place media buys based on industry standard ratings surveys and software in the Southeast Texas Market Area.

Photography is not a requirement for the deliverables. LIT has access to photographic talent and is prepared to arrange any necessary photo shoots. However, LIT would like to know if the Respondent has photographic talent at its disposal. Respondent should provide an estimate cost for providing photography services as part of the Contract including the cost of managing the photoshoot and LIT's copyrights to the photos taken. In addition, Respondent should indicate the cost associated with the purchase of photography through the agency.

Respondent must be able to meet on a regular basis with the marketing staff at Lamar Institute of Technology to ensure creative concepts, strategic placement, brand continuity and consistency, and all other marketing, public relations and advertising strategies.

Ownership of art files, templates and other materials will reside with LIT. Complete art files are to be delivered to LIT within five business days after conclusion of the project.

SECTION 7 – PRICING PROPOSAL

Proposal of: _____
Respondent Company Name

To: Lamar Institute of Technology

RFP No. 789-190606M

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish advertising services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

Price Schedule (Rates for Services):

Compensation and fees will be evaluated based on the Respondent(s) pricing submitted for the rate of services for the following:

Service Description:

Consultation Hourly Rate: \$ _____ / per hour

On-Location Photo/Video: \$ _____ / per hour

Other (Please specify): \$ _____ / per hour

Provide billing/cost estimates for project examples listed below. Cost estimates should be for initial concept as well as delivery of native art files to LIT within five business days after conclusion of the project. LIT will take care of any print production management and costs of the project.

Ad Design (original concept and production): \$ _____

Billboard Design: \$ _____

Media Placement:

Commission: _____ %

Facebook Carousel Ads

Estimated all-inclusive cost for a four month run: \$ _____

Billboard estimated cost for a four month run: \$ _____

Online banner ads four month run: \$ _____

Streaming apps, edge device streaming: \$ _____

PAYMENTS:

Contractor shall submit detailed invoices LIT in a format mutually agreed upon by the Contractor and LIT. Invoices should describe the services rendered, the times when such services were performed, compensable expenses and the amount due.

Respectfully submitted,

Respondent: _____
Respondent Company Name

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____