



# Lamar State College — Orange —

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM®

## REQUEST FOR PROPOSAL

Request for Proposal (RFP) No: 787-LSCO-053124

### FOR **Advertising and Media Related Services**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN:  
**Thursday, August 8, 2024 at 2:30 p.m. Central**

NIGP Codes: 915-01, 915-04, 915-06, 915-07, 915-09, 915-22, 915-48, 915-82

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## Section 1 – General Information

- 1.1 OBJECTIVE:** Lamar State College Orange (LSCO) is soliciting proposals in response to this RFP No. 787-LSCO-053124 (this RFP), from qualified vendors to provide Advertising and Media Related Services. LSCO expects to enter into a contract with the selected firm or firms to provide the Services as further described in **Section 5** of this RFP.

This solicitation sets forth, at a minimum, the specifications, terms, conditions, and requirements to be considered for the Project. LSCO will select the proposal that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals. Firms that respond to this RFP will be referred to as “Proposers.”

- 1.2 DESCRIPTION OF LSCO:** Lamar State College Orange is driven by our mission to transform lives and communities through academic, professional, and personal excellence. LSCO prides itself on being the place where hope meets opportunity by offering small class sizes, a diverse atmosphere, flexible 8- and 16-week semesters, and affordable tuition.

As an exemplary place of learning, LSCO is preparing the workforce of tomorrow. With enrollment of more than three thousand (3,000) students, LSCO offers stackable credentials and associate degrees in high-demand fields, such as business, nursing, communication, pharmacy technology, maritime, electromechanical technology, court reporting, criminal justice, computer science, pre-engineering and more. Students truly receive a hands-on education that prepares them for the workforce or to continue to a four-year institution.

The future is bright orange at Lamar State College Orange.

- 1.3 CONTRACT TERM:** The contract term shall be for two (2) years, beginning on the effective date of the Agreement.

The Agreement will not be effective for amounts exceeding five hundred thousand dollars (\$500,000) unless preapproved by the Chancellor of TSUS.

LSCO intends for Services to be provided seamlessly during any transitional time that may be required after award, if any, of this RFP. The selected firm must allow time to put in place any staffing, equipment, or supplies required to begin providing the Services estimated as 09/01/2024.

**1.4 SCHEDULE OF EVENTS:** LSCO reserves the right to revise this schedule. Any such revision will be formalized by the issuance of a written addendum to the RFP.

<b>Date</b>	<b>Solicitation Event</b>
July 18, 2024	Publication of RFP on the Electronic State Business Daily
July 26, 2024	12:00pm, Deadline to submit written questions
July 31, 2024	Answers to submitted questions published
August 8, 2024	2:30pm, Deadline to submit Proposal
September 01, 2024	Anticipated Contract start date

**1.5 CLASS AND ITEM (NIGP) CODES:** The related Class and Item code(s) for goods/services requested are: 915-01, 915-04, 915-06, 915-07, 915-09, 915-22, 915-48, 915-82

**1.6 GROUP PURCHASING AUTHORITY:** Texas law authorizes institutions of higher education (defined by Section 61.003, Texas Education Code) to use the group purchasing procurement method (ref. Section 51.9335, Texas Education Code). Additional Texas institutions of higher education (**IHEs**) may therefore elect to enter into a contract with the successful Proposer under this RFP.

Texas IHEs routinely evaluate whether a contract resulting from a procurement conducted by another IHE might be suitable for use, and if so, this RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that consider the higher volumes and other expanded opportunities that could result from the eventual inclusion of other IHEs in the purchase contemplated by this RFP. Any purchases made by other IHEs based on this RFP will be the sole responsibility of those IHEs.

## Section 2 – Notice to Proposers

- 2.1 PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this Solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, et seq.) after the Solicitation is completed.
- 2.1.1 LSCO 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, and *Texas Government Code*.
- 2.1.2 Proposer is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise exempted 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.
- 2.1.3 Information provided to Proposer by LSCO, including information from representatives of TSUS or any of its Component Institutions, and information provided to Proposer by members of the public or any other third party shall belong to LSCO.
- 2.1.4 Information created or otherwise produced by Proposer shall remain the exclusive property of Proposer. Proposer acknowledges any final report or papers will be provided in accordance with this RFP, and that any information contained in any report or papers, which Proposer believes is confidential under Texas law will be clearly designated as such by Proposer.
- 2.1.5 If LSCO receives a request for public information for any portion of any final report or papers that have been designated by Proposer to be confidential, The System will provide notice to Proposer and Proposer may submit a brief to the Office of the Attorney General, as provided by Chapter 552, Tex. Govt. Code.
- 2.2 POINT OF CONTACT:** LSCO designates the following person as its representative and Point of Contact for this RFP:

**Jessica Jaeger**

**Email:** [Jessica.Jaeger@lSCO.edu](mailto:Jessica.Jaeger@lSCO.edu)

LSCO instructs interested parties to restrict all contact and questions regarding this RFP to **written** communications with the Point of Contact. Proposers shall restrict all contact with LSCO and direct all questions regarding this RFP in writing to the Point of Contact.

**2.3 PROPOSER QUESTIONS:** After the RFP is advertised, Proposers will have until **Friday, July 29, 2024 at 12:00pm Central** to submit written questions, including questions regarding terms and conditions or for clarification of the proposal, to LSCO’s Point of Contact (ref. **Section 2.2**). All questions submitted and received prior to the deadline will be reviewed, consolidated where possible, and answered in a written addendum. The addendum will be posted on the Texas Electronic State Business Daily (**ESBD**) at: <https://www.txsmartbuy.com/esbd>. Enter “787” in the **Agency Number** field to search ESBD for Lamar State College Orange solicitations. LSCO will provide responses as soon as practicable following the Question Deadline however, LSCO reserves the right to decline to respond to any question. It is the Proposer's responsibility to continually check the ESBD for Addenda.

**2.4 CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by LSCO as a written addendum. Addenda, if required, will be issued by LSCO and posted on the ESBD (ref. **Section 2.3**). It is the responsibility of all Proposers to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. LSCO intends to issue any required addenda a minimum of five (5) business days prior to the Submittal Deadline (ref. **Section 3.1**) to allow time for Proposers to review information and complete responses. All such addenda issued by LSCO must be acknowledged by Proposers and incorporated into the RFP response (ref. **Section 7**).

**2.5 EVALUATION OF PROPOSALS:** It is the intent of LSCO to award a contract to the responsible, responsive Proposer(s) that submits a proposal meeting the minimum criteria set forth herein, and that represents the best value, per 51.9335 (b) *Texas Education Code*, to LSCO. Best value is determined by considering: the purchase price, the total long-term cost to the institution of acquiring the vendor's goods or services, the reputation of the vendor and of the vendor's goods or services, the vendor's past relationship with the institution, the quality of the vendor's goods or services, the extent to which the goods or services meet the institution's needs, and any other relevant factor that a private business entity would consider in selecting a vendor.

**EVALUATION CRITERIA AND WEIGHTED VALUES (100% maximum):**

Weight	Best Value Criteria	RFP Reference
35%	Experience/Ability to Provide Goods or Services	Section 9.1
30%	Methodology/Approach and Understanding of Scope of Work	Section 9.2
10%	Reputation and Past Performance with Institution	Section 9.3
25%	Pricing and Delivery Proposal	Section 6.2

When considering ‘best value’ and award, LSCO reserves the right to set a minimum score requirement regarding the non-cost criteria listed in the table above.

2.5.1 Review/Initial Ranking: All properly submitted proposals will be reviewed, evaluated, and ranked by LSCO according to the Evaluation Criteria provided in **Section 9** of this RFP. Representatives from third party vendors or other outside entities that are currently contract holders with LSCO (**External Representatives**) may have access to Proposers' submitted proposals and other relevant materials to assist LSCO in conducting its review.

Upon completion of proposal review, LSCO will determine an initial ranking of the Proposers. If the initial ranking of the Proposers is reasonably conclusive, LSCO may make a "best value" selection based solely upon the submitted proposals. If not, then LSCO may conduct interviews with a "short list" of top-ranked Proposers.

2.5.3 Best and Final Offers (BAFOs): After the initial evaluation process or at the conclusion of oral and/or written presentations but, before final selection of Contractor is made, LSCO may permit a Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. LSCO will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. LSCO is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous overall, as determined by LSCO.

**2.6 PRESENTATIONS:** LSCO may, at its sole discretion, invite select responsive firm(s), at the firm(s) expense, to give an oral and/or written presentation and respond to questions. Presentations, at LSCO's discretion, may be held either on-site at LSCO's offices in Orange, Texas or by video conference.

**2.7 NEGOTIATIONS:** If possible, an award will be made without negotiating. 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. Proposer's are strongly encouraged to submit the best offer at the time proposals are due.

**2.8 AWARD OF CONTRACT:**

2.8.1 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. Any contract shall be governed, construed and interpreted under the laws of the State of Texas, TSUS Administration policy, and LSCO policy as the same may be amended from time to time. Any legal action must be filed in Travis County, Austin, Texas.

2.8.2 Tie Proposals: Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

2.8.3 Multiple Awards and Utilization: It may be determined that having the Services provided by multiple Proposers is more advantageous to LSCO. LSCO reserves the right to make multiple awards against this RFP. LSCO 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.

2.8.4 No Guarantee of Award: LSCO makes no warranty or guarantee that an award will be made as a result of this RFP. LSCO 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 LSCO's best interest. LSCO 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 LSCO, at LSCO's discretion. Representations made by Proposer within its proposal will be binding on Proposer. LSCO will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

**2.9 LSCO'S RESERVATION OF RIGHTS:** LSCO may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. LSCO reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. LSCO makes no representations, written or oral, that it will enter into any form of agreement with any Proposer to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

**2.10 ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its proposal in response to this RFP, Proposer accepts the evaluation process and acknowledges and accepts that the determination of the "best value" firm(s) will require subjective judgments by LSCO.

**2.11 NON-REIMBURSEMENT FOR COSTS:** Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP process shall be at the sole risk and responsibility of the Proposer. Proposers submit proposals at their own risk and expense.

**2.12 CONFLICTS/CONTACT:** Proposers shall not contact LSCO employees, The System employees, or existing members of the TSUS Board of Regents about this RFP until the resulting contract(s), if any, are fully executed.

**2.13 OWNERSHIP AND USE OF WORK MATERIAL:** All work material, whether accepted or rejected by LSCO, is the sole property of LSCO and for its exclusive use and re-use at any time without further compensation and without any restriction.



**2.14 TERMINATION/CANCELLATION:** LSCO may terminate any resulting agreement for any reason, including material changes to selected Proposer's firm, upon thirty (30) days written notice to the other party.

**2.15 CERTIFICATE OF INTERESTED PARTIES:** Pursuant to *Texas Government Code 2252.908* and *Texas Ethic Commission Rule 46*, for contracts that either have a value of at least \$1 million or require approval of the TSUS Board of Regents, a business entity (vendor) must submit a copy of the Disclosure of Interested Parties (Texas Ethics Commission Form 1295) filed with the Texas Ethics Commission when the business entity submits the signed contract. No such contract may be presented to the TSUS Board of Regents for approval without the disclosure. By submitting a proposal in response to this RFP, Proposer agrees to comply with this law. Information on the Disclosure of Interested Parties can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

## Section 3 – Requirements of Proposal

- 3.1 PROPOSAL SUBMITTAL DEADLINE AND LOCATION:** LSCO will receive proposals for this RFP at the time and location described below. The Proposer (not LSCO, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the proposal is received by the Point of Contact, in the format described below (ref. **Section 3.3**), **prior** to the Submittal Deadline.

**Submittal Deadline: Thursday, August 8, 2024 at 2:30 PM CENTRAL**

Lamar State College Orange  
Attn: Jessica Jaeger  
Ron E. Lewis Library Building  
410 Front Street, Room 328  
Orange, Texas 77630  
Re: RFP 787-LSCO-053124

**NOTE: A public opening of responses will not be conducted for this RFP.**

- 3.2 HISTORICALLY UNDERUTILIZED BUSINESSES:** It is the policy of LSCO to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (**HUBs**). Accordingly, LSCO has adopted a policy on the Utilization of Historically Underutilized Businesses. The policy applies to all contracts with an expected value of \$100,000 or more. If LSCO determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the proposal. Failure to submit a required HUB Subcontracting Plan form will result in rejection of the proposal.

3.2.1 LSCO has determined that subcontracting opportunities are probable under this RFP.

3.2.2 A HUB Subcontracting Plan is a requirement of this RFP. **APPENDIX ONE** provides information about the HUB Subcontracting Plan form.

**3.3 PROPOSAL FORMAT AND REQUIRED COPIES:**

3.3.1 **Unacceptable Proposal Delivery Methods:** LSCO will not accept proposals in response to this RFP that are submitted by telephone, facsimile (fax) transmission, or electronic mail.

3.3.2 **Proposal Envelope/Box/Container:** 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 the LSCO Point of Contact by the Submittal Deadline.

- 3.3.3 Format for Proposal:** Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Proposer should provide visual examples of functionality to clarify and reinforce key product features and services. Long or elaborate proposals are not desired. Sections will be tabbed and clearly labeled for ease of review and evaluation.

Proposer should submit the complete proposals, both the paper and electronic copies, using a format substantially like the following in terms of order of content:

- A. Cover page
- B. Table of Contents
- C. Executive Summary of Proposal
- D. Pricing and Delivery Schedule (ref. **Section 6**)
- E. Execution of Offer (ref. **Section 7**)
- F. Proposer's Questionnaire (ref. **Section 8**)
- G. Additional Questions Specific to RFP (ref. **Section 9**)
- H. General Terms & Conditions (ref. **Section 10**)
- I. HUB Subcontracting Plan form and all required HUB documentation
- J. Proposer's completed and signed US IRS form W-9
- K. Supplemental Information: Proposer may submit any additional information Proposer feels is relevant to the proposal. This information must be clearly labeled as "Supplemental Information" and in a separate tabbed section of the proposal.

**NOTE:** Proposers are responsible for submitting all required information as requested in this RFP. The above listing of items to be included in the proposal submission is a summary provided to aid Proposers in putting together the proposal package. Any items stated in other Sections of the RFP, but not listed in this Section, are still required to be provided as part of the proposal submission.

- 3.3.4 Required Copies:** Proposer must submit:

- A. **One (1)** paper copy of its entire proposal (including pricing information and signed HUB Plan)
- B. **Five (5)** paper copies of its proposal that **does not** contain pricing information relative to **Section 6**
- C. **One (1)** electronic copy of the proposal in a single .pdf file via a USB flash drive as detailed below\*

An *original* signature by an authorized officer of Proposer's firm must appear on the Execution of Offer (ref. **Section 7**) of the original paper proposal and the electronic copy of the entire proposal. The paper copy of the Proposer's proposal bearing an original signature should contain the mark "original" on the front cover of the proposal.

The USB flash drive must include a protective cover and be labeled with Proposer's name and the RFP number.

\*The USB flash drive must contain the following three (3) individual and separate files:

- A. One (1) complete electronic copy of the entire proposal, in a single .pdf file
- B. One (1) electronic copy of the proposal in a single .pdf file that **does not** contain pricing information relative to **Section 6**
- C. One (1) complete electronic copy of the signed HUB Subcontracting Plan

**3.4 PRICING:** Proposer shall provide all-inclusive pricing as requested in **Section 6** of this RFP. All pricing must be in United States Dollars.

**3.5 EXECUTION OF OFFER:** Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 7**) as part of the proposal. The Execution of Offer must be signed by an authorized officer of Proposer's firm duly authorized to bind the Proposer to its proposal. Failure to sign and return the Execution of Offer will result in disqualification of the proposal.

**3.6 PROPOSER'S QUESTIONNAIRE:** Proposer must completely answer all questions asked in **Section 8** (Proposer's Questionnaire). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

**3.7 ADDITIONAL QUESTIONS SPECIFIC TO RFP:** Proposer must completely answer all questions asked in **Section 9** (Additional Questions Specific to RFP). By submitting a proposal, Proposer certifies that, to the best of its knowledge, all responses are true, correct and complete.

**3.8 VALIDITY PERIOD:** By submitting a proposal in response to this RFP, Proposer accepts that the proposal will remain valid for a minimum of ninety (90) days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.

## Section 4 – Terms and Conditions of Proposal

The items below apply to and become a part of proposal. Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer’s disqualification.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

### 4.1 PROPOSAL REQUIREMENTS AND GENERAL INSTRUCTIONS:

- 4.1.1 **Rules, Regulations & Statutes:** LSCO is an agency of the State of Texas. Proposers must comply with all rules, regulations, and statutes relating to purchasing of the State of Texas, The Texas State University System Rules and Regulations, LSCO Policies and Procedures in addition to the Terms and Conditions of this form. Upon engagement, any successful Proposer shall confirm its compliance with all necessary State and/or Federal requirements relative to work performed.
- 4.1.2 **Submittal Deadline Exception:** If LSCO is closed due to inclement weather and/or emergency situations on the designated Submittal Deadline, the Submittal Deadline will default to the next open business day at the same time.
- 4.1.3 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing the proposal must have the authority to bind Proposer’s firm in a contract. The Proposer (not LSCO, the carrier, mail service/courier, or other party) is solely responsible for ensuring that the complete proposal is received in LSCO’s office prior to the specified opening date and time.
- 4.1.4 **FOB Designation:** Shipping terms will be FOB Destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 4.1.5 **Pricing:** Proposal prices are requested to be firm for LSCO acceptance for one hundred twenty (120) days from proposal opening date (unless otherwise stated in specifications). Proposers must price per unit shown. Unit prices shall govern in the event of extension errors. “Discount from list” proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned. All costs/pricing must be in United States dollars. LSCO will not recognize or accept any charges or fees to perform Services that are not specifically stated in the Pricing and Delivery Schedule.
- 4.1.6 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.

- 4.1.7 **Right to Accept or Reject:** LSCO reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of LSCO and the State of Texas.
- 4.1.8 **Withdrawal:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by LSCO.
- 4.1.9 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. LSCO is not liable for any costs incurred by a Proposer in response to this RFP.
- 4.1.10 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by LSCO, at LSCO's sole discretion.
- 4.1.11 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by LSCO, at LSCO's sole discretion.

## 4.2 SPECIFICATIONS:

- 4.2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references indicate the type and quality required by LSCO. Proposals on brands of like nature and quality will not be considered unless otherwise stated in the RFP. If proposing other than brand referenced, proposal will show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal.
- 4.2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.
- 4.2.3 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the Proposer's name, address, and RFP number. Do not enclose in or attach proposal to sample. All samples become the property of LSCO.
- 4.2.4 **Oral Statements:** LSCO will not be bound by any oral statement or representation contrary to the written specifications of the RFP.
- 4.2.5 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

4.2.6 **Warranty-Product:** Proposer shall not limit or exclude any implied warranties and any attempt to do so shall render any potential contract voidable at the option of LSCO. Proposer warrants that the goods proposed and furnished will conform to the specifications, drawings, and descriptions listed in the RFP, and to the sample(s) furnished by Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

4.2.7 **Secure Erase of Hard Disk Capability:** All equipment provided to LSCO that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

4.3 **NON-DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of LSCO.

4.4 **CONFLICTS:** In event of a conflict between standard proposal requirements and conditions and the attached detailed specification, the detailed specification shall govern.

4.5 **PROPOSER AFFIRMATION:** Submitting a proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the Proposer shall be removed from all proposal lists. By submitting a proposal, the Proposer herein affirms:

4.5.1 **Vendor Ethics - Gratuities** As an agency of the State of Texas, LSCO holds the trust of the public. All Proposers and persons doing business with LSCO must provide the highest level of ethics and service in all business interactions. A Proposer shall not give, offer to give, nor intend to give at any time any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a LSCO employee that might reasonably appear to influence the employee in the discharge of official duties. LSCO may, by written notice to the Proposer, cancel any resulting contract without incurring liability if it determined that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Proposer, or any agent or representative of the Proposer, to any officer or employee of LSCO with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event any contract resulting from this RFP is cancelled by LSCO pursuant to this provision, LSCO shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Proposer in providing such gratuities.

4.5.2 If Proposer is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Proposer certifies that it is not currently delinquent in the payment of

any taxes due under Chapter 171, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

- 4.5.3 Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 4.5.4 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. By submitting a proposal in response to this RFP, Proposer certifies and affirms that: 1) Proposer has not received compensation for participation in the preparation of the specifications for this RFP; and 2) 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.
- 4.5.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that any contract resulting from this RFP may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. If awarded this RFP, Proposer will provide this information to LSCO prior to contract execution.
- 4.5.6 Pursuant to Section 2155.004 Texas Government Code regarding collection of state and local sales and use taxes, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 4.5.7 Proposer agrees that any payments due under any resulting 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.
- 4.5.8 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, Proposer will



submit the following information in response to this Section with their response in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of separation from State Agency: \_\_\_\_\_

Position with Proposer: \_\_\_\_\_

Date of Employment with Proposer: \_\_\_\_\_

- 4.5.9 Proposer represents and warrants that Proposer's provision of services or other performance under any contract resulting from this RFP will not constitute an actual or potential conflict of interest and represents and warrants that it will not reasonably create even the appearance of impropriety.
  
- 4.5.10 Proposer and any of its principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are not debarred, suspended, or otherwise excluded from doing business with The System.
  
- 4.5.11 Proposer certifies that if a Texas address is shown as the address of the Proposer on its proposal, Proposer qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

## **Section 5 – Scope of Work**

The purpose of this RFP is to solicit proposals to enter into a contract with a qualified and experienced firm(s) to obtain timely and professional Services as described herein. The successful Proposer, if any, is referred to as the “**Contractor.**” Services described in this RFP will be provided to, and on behalf of, LSCO.

Proposers shall submit a complete response to all requirements and specifications set forth in this RFP. Proposers may expand or offer any additional suggestions and/or services that their firm feels may benefit LSCO in addition to the requirements listed in this RFP (ref. **Section 8.4**).

### **Contractor will provide the following Services to LSCO:**

#### **5.1 Creative Services**

- 5.1.1 Respondents should be able to produce creative and effective campaigns using industry standard tools (preferably Adobe Creative Suite) to include, but not limited to, graphics, print ads, video ads, social media ads, radio commercials, television commercials, and long-format video production.
- 5.1.2 Respondents should provide a detailed outline of the firm’s creative process and how the firm engages with its clients throughout this process.
- 5.1.3 Respondents should be able to provide all finished projects in raw, editable formats upon request from the LSCO Marketing Communications team.
- 5.1.4 Respondents should provide examples of relevant creative service campaigns created by Respondent’s creative services team.
- 5.1.5 Respondents will provide details on the composition of the creative services team including each individual’s experience and qualifications that will be assigned to the LSCO account.

#### **5.2 Brand Management**

- 5.2.1 Respondents should have a strong working knowledge of the LSCO brand and how it is currently positioned within the context of higher education in southeast Texas, as well as within the state of Texas and Louisiana.
- 5.2.2 Respondents should provide examples of brand management performed for other similar/relevant clients.

- 5.2.3 Respondents should be able to provide guidance on brand standards and brand usage to maintain a clear and consistent brand within the market and among other Institutions of Higher Education.
- 5.2.4 Respondents will provide details on the composition of the brand management team including each individual's experience and qualifications that will be assigned to the LSCO account.

### **5.3 Media Placement & Client Management**

- 5.3.1 Respondents should have a strong working knowledge of the Southeast Texas and Southwest Louisiana media agencies.
- 5.3.2 Respondents will provide a detailed flight schedule of all media placements secured on behalf of LSCO.
- 5.3.3 Respondents will provide details on the composition of the media placement and client management team including each individual's experience and qualifications that will be assigned to the LSCO account.

### **5.4 Respondent Qualifications**

- 5.4.1 Respondents should provide LSCO with a comprehensive approach to marketing and advertising with clear objectives, measurable analytics and a broad knowledge of the target populations. Respondents will work closely with the marketing communications staff to create marketing and advertising campaigns throughout the year.
- 5.4.2 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 Beaumont and Lake Charles DMA (Designated Market Area).
- 5.4.3 Respondents must be able to meet on a regular basis with the marketing staff at LSCO to ensure effective use of budget, creative concepts, strategic placement, brand continuity and consistency, and all other marketing, public relations and advertising strategies.
- 5.4.4 Respondents must demonstrate an extensive, working knowledge of higher education with an emphasis on 2-year colleges and the various target audiences including, but not limited to: prospective students, current students, first-generation students, technical students, non-traditional students, LSCO internal audiences, parents, high school counselors, high school dual credit students, college advisors, the local community and local industry.

5.4.5 Respondents should have a working knowledge, or experience with, but not limited to, the following traditional and non-traditional media platforms: television, radio, outdoor advertising, Google Ads and other forms of SEM, Pandora and Spotify radio, print publications, YouTube video advertising and all applicable social media platform advertising. Proposing agencies should also have in-house creative service departments to assist the LSCO marketing staff with campaign development for the above-mentioned media platforms.

## Section 6 – Pricing and Delivery

### 6.1 PRICING FOR WORK AND EXPENSES:

- 6.1.1 Proposer shall include in response to this section any and all costs associated with the Services (at a firm fixed price) as requested in **Section 5** or any other part of this solicitation. Pricing is considered all inclusive.
- 6.1.2 Proposer shall complete the Pricing Schedule and submit with their Proposal. Contractor shall insure all figures are accurate and legible. Compensation and fees will be evaluated based on Respondent submitted pricing for the rate of services.
- 6.1.3 LSCO will *not* reimburse Contractor for expenses.

### 6.2 PRICING SCHEDULE: (25%)

Contractors to bid upon services based on description and cost per unit indicated.

Description of Service	Unit	Unit Price
Consultation Fee	Per Hour	\$
On-location Photo/Video	Per Hour	\$
Graphic Design	Per Hour	\$
Media Placement Fee	Per Hour	\$
Minimum Service Fee	Per Hour	\$

Provide cost estimates for project examples listed below. Estimates should be for initial concept and delivery of native art files to LSCO within five (5) business days after conclusion of the project. LSCO may elect to handle any print production management and costs of the project.

Project or Media Placement	Estimated Price
Campaign Design / Consultation / Planning	\$
• Billboard Graphic Design	\$
• Billboard Placement Cost / Commission Rate	\$
• Paid Social Media / SEM Campaign Design	\$
• Paid Social Media / SEM Placement Cost / Commission Rate	\$
• 30-second Video Ad Creation (all inclusive)	\$
• Video Ad Placement Cost / Commission with Traditional and Non-Traditional Media Outlets	\$

### 6.3 INVOICING: Contractor will invoice LSCO monthly, or upon completion of any given project associated with an issued purchase order (**PO**). Invoices must reference the valid contract

number, description and date of services, along with the associated PO number. Invoices will be submitted via email to [accounts.payable@lSCO.edu](mailto:accounts.payable@lSCO.edu).

Billable time for dedicated hours of work includes, but is not limited to, communications and meetings with LSCO, external parties, and between Contractor staff; review of electronic correspondence and attachments; research; analysis; planning; budgeting and other administrative tasks performed to support LSCO.

Billable time will be tracked by Contractor and rounded to the nearest quarter hour. Note, Contractor will submit tracking information with invoices as support for payment amounts.

**6.4 PAYMENT TERMS:** LSCO's standard payment terms are 'net 30-days' as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

LSCO, an agency of the State of Texas, is exempt from Texas Sales & 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\(c\)\(4\)](#), LSCO is not required to provide a tax exemption certificate to establish its tax exempt status.

**Section 7 – Execution of Offer**

**Proposer shall complete, sign, and submit this Execution of Offer with their proposal response. The Execution of Offer must be signed by an authorized officer of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign the Execution of Offer will result in the rejection of proposal.**

- 7.1 In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
- 7.2 By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
- 7.3 By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposal lists.
- 7.4 By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.
- 7.5 **Acknowledgement of Addenda:** The undersigned Proposer hereby acknowledges receipt of the following Addenda issued as a part of this solicitation (initial only if applicable).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

**Note:** If there was only one (1) Addendum issued, initial just the first blank after No. 1, not all five (5) blanks above.

Federal Employer Identification Number (FEIN): \_\_\_\_\_

Proposer/Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (typed/printed): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Section 8 – Proposer’s Questionnaire

The Proposer recognizes that in selecting a Contractor, LSCO will rely in part on the answers provided in response to this section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete.

All Proposals submitted must contain full and complete responses to each of the following questions about Proposer’s firm (**Company**). Proposer must demonstrate the ability to successfully provide the Services. If a Proposer cannot meet any qualifications or responsibilities, it must state that, and when appropriate, offer an alternative response. Failure to respond to any item listed may disqualify the Proposal.

**8.1 COMPANY PROFILE:** Provide the following information.

Legal name of company:	
Federal Tax ID #:	
Address of principal place of business:	
Address of office that would be providing service under the Agreement:	
Number of years in Business:	
State of incorporation:	
Number of Employees:	
Annual Revenue Volume:	
Name of Parent Corporation (if any):	

**NOTE: If Proposer is a subsidiary, LSCO prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.**

8.1.1 State whether Proposer will provide a copy of Company financial statements for the past two (2) years, if requested by LSCO.

8.1.2 Provide financial rating of Company and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.



- 8.1.3 Provide a brief history of the Company. Indicate the number of years the Company has provided the type of services for which this proposal is submitted.
- 8.1.4 Present evidence the Company licensed to solicit business in the State of Texas. Include a copy of the license(s).
- 8.1.5 Identify the organizational status of the Company (i.e., corporation, partnership, or sole proprietorship). Include the 1) date of incorporation, 2) name of corporate president/principals, and 3) social security number (sole proprietorship).
- 8.1.6 Does any relationship exist by relative, business associate, capital-funding agreement or any other such kinship between Company and any employee of LSCO?
- 8.1.7 Is the Company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 8.1.8 Is the Company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 8.1.9 Provide any details of all past or pending litigation or claims filed against the Company that would negatively impact the Company's performance under any agreement with LSCO.
- 8.1.10 Provide the name, title, email and telephone number of the individual who will serve as the primary day-to-day contact for LSCO should a contract be awarded to Company.

## **8.2 QUALITY OF SERVICE:**

- 8.2.1 Discuss how Company maintains relationships with clients and provides high-level customer service to clients.
- 8.2.2 Describe the Company's plan to maintain effective communication with LSCO.
- 8.2.3 Will Company provide performance metrics (quarterly or yearly) to LSCO including suggested improvements and future roadmaps? If so, explain.
- 8.2.4 Describe Company's service support philosophy, how it's implemented, and how success in maintaining the philosophy is measured.

8.2.5 Describe the types of reports or other written documents Company will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Include samples of reports and documents if appropriate.

**8.3 MISCELLANEOUS:**

8.3.1 Provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to LSCO. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

8.3.2 Provide details describing any unique or special services or benefits offered or advantages to be gained by LSCO from doing business with Company. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

8.3.3 Describe, or provide a copy of, Company's contingency plan or disaster recovery plan in the event of a disaster.

8.3.4 Describe any difficulties Company anticipates in performing its duties under the Agreement with LSCO and how Company plans to manage these difficulties. Describe any assistance Company would require from LSCO.

**8.4 ADDITIONAL CONSIDERATIONS:** Describe any additions or changes to the Scope of Work that Company would suggest to successfully meet the objective of this RFP or that may be of benefit to LSCO. Any additions, changes or suggestions should be clearly described and defined in response to this section for LSCO's consideration. LSCO reserves the right to incorporate any such additions, changes or suggestions into the Agreement.

## **Section 9 – Additional Questions Specific to RFP**

The Proposer recognizes that in selecting a Contractor, LSCO will rely in part on the answers provided in response to this Section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. LSCO reserves the right to contact each reference or contact name listed in response to this RFP at any time and shall be free from any liability to Proposer for conducting such inquiry. To be considered, Proposer must address and include a response to each question in this Section in their proposal in order asked and follow the same numbering format. Failure to respond to any item in this section may disqualify the Response.

Proposer must submit the following information as part of the Proposer's proposal:

### **9.1 VENDOR EXPERIENCE: (35%)**

- 9.1.1 Provide references from three (3) of Proposer's customers from the past five (5) years for services that are similar in scope, size, and complexity to the Services described in this RFP.

Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Short description of work performed.

- 9.1.2 Discuss Proposer's experience and knowledge as it relates to how State of Texas agencies and Institutions of Higher Education function.

State the number and type of institutions, preferably Institutions of Higher Education and state agencies, as well as the volume of business during the past five calendar years for which the Proposer has provided services that are similar in scope, size, and complexity to the Services described in this RFP.

### **9.2 PROJECT APPROACH: (30%)**

- 9.2.1 Describe Proposer's unique qualifications as they pertain to this project.

- 9.2.2 Provide Proposer's Staff Training Programs.

- 9.2.3 Provide résumés for all proposed personnel that will be assigned to this Project including General Manager and Supervisor(s). Resumes should include, at minimum: name, title, area of responsibility in Proposer's firm, type and years of experience, education, length of employment with Proposer's firm, specific experience as it pertains to the Services, and any relevant certifications.

9.2.4 Provide detailed staffing plan/worksheet and Proposer's Transition Plan.

**9.3 PAST PERFORMANCE: (10%)**

9.3.1 Has Proposer worked with LSCO or one of the Component Institutions in the past five (5) years? If "yes," state LSCO contact (or Component Institution name, department, and department contact) and provide a brief description of work performed.

## Section 10 – General Terms and Conditions

The LSCO purchase order terms and conditions are maintained online at <https://www.lSCO.edu/offices/finance-operations/documents/LSCO%20PO%20terms%2008162022.pdf>.

**10.1** If Proposer has additional terms and conditions that it proposes to include in any contract or agreement resulting from this RFP (such as software license terms and conditions, participation forms, etc.) or if Proposer takes exception to any terms or conditions set forth in the PO terms and conditions, Proposer will acknowledge it in writing (ref. **Section 10.2 B and C**) and submit a redlined PO terms and condition in an editable format, i.e. Microsoft Word, as part of its proposal in accordance with **Section 3.3.3** of this RFP. Proposer's additions and exceptions will be reviewed by LSCO and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's additions and exceptions do not result in disqualification of Proposer's proposal, then LSCO may consider Proposer's additions and exceptions when LSCO evaluates the Proposer's proposal. LSCO will not be bound by or required to accept or agree to any terms and conditions that a Proposer includes (or fails to include) in its Proposal.

***Any additions, deletions, noted exceptions or other change made must be accompanied by a comment explaining Proposer's rationale for the edit. Failure to include all such terms and conditions in response to this RFP may result in Proposer's disqualification even after an award has been made.***

**10.2** Regarding the purchase order terms and conditions, Proposer:

- A. Agrees with the terms and conditions, has no additional terms, conditions, considerations or other documents to add:      **Yes:** \_\_\_\_\_      **No:** \_\_\_\_\_
- B. Takes exception to some of the terms and conditions or is proposing additions or changes for LSCO consideration:      **Yes:** \_\_\_\_\_      **No:** \_\_\_\_\_
- C. Has submitted additional terms and conditions, or other documents for LSCO consideration in the form of a new Exhibit(s):      **Yes:** \_\_\_\_\_      **No:** \_\_\_\_\_

*Exceptions cannot be taken to the RFP document itself, nor can it be redlined. These actions may result in Proposer's disqualification.*

## APPENDIX ONE – HUB SUBCONTRACTING PLAN

Per **Section 3.2** of this RFP, LSCO has reviewed this RFP in accordance with [Title 34, Texas Administrative Code, Section 20.285](#), and has determined that subcontracting opportunities (HUB and/or Non-HUB) are probable under this RFP, therefore a HUB Subcontracting Plan (HSP) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with LSCO’s Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes. The HUB participation goal for this RFP is **26%**.

*Each Proposer, **whether self-performing or planning to subcontract**, must complete and return the HSP in accordance with the terms and conditions of this RFP. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with [§2161.252, Government Code](#).*

All Proposers must submit a HUB Subcontracting Plan regardless of whether Proposer is a certified Texas HUB or not.

**REQUIRED HSP FORM:** Visit the Texas Comptroller of Public Account’s webpage (<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>) to download the current **HUB Subcontracting Plan Form**.

**HSP SUBMISSION:** Proposer must complete the HSP, then print, sign and scan all pages of the HSP form, with additional support documentation\*, and submit the HSP to LSCO as instructed in **Section 3.3** of this RFP.

*\*If Proposer’s submitted HSP refers to specific page(s) / Sections(s) of Proposer’s proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials and/or employees. Proposer must include copies of those pages with the HSP. In addition, all solicitation emails to potential subcontractors must be included as backup documentation to the Proposer’s HSP to demonstrate the Good Faith Effort. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.*

**HSP GUIDANCE:** The HSP form includes a **Quick Checklist** to assist Proposers in identifying the sections of the HSP that will need to be completed. The form is in **fillable** PDF format and must be downloaded and opened with *Adobe Acrobat/Reader* to utilize the fillable function. Proposer should use the RFP number as the “Requisition #” on all HSP documents. The following should be taken into consideration by Proposer when reviewing the HSP form:

**A. If Proposer chooses to self-perform:**

Proposer will be required to provide a detailed Self Performance Justification as to how Proposer’s firm will perform the entire contract with its own equipment, supplies, materials and employees. Complete SECTION 3 of the HUB Subcontracting Plan.

**B. If Proposer will subcontract:**

1. Proposer must submit a completed HSP Good Faith Effort, either Method A or Method B as applicable, for each subcontracting opportunity listed in Section 2, Item b. of the HSP.
2. Proposer must follow the guidelines available on the Attachment applicable to the subcontracting opportunity based on the questions answered in Section 2.
3. Visit the State of Texas Centralized Master Bidders List (CMBL) for a list of HUB vendors: <https://mycpa.cpa.state.tx.us/tpasscdblsearch/index.jsp>
4. Proposer is required to submit all supporting documentation (HUB Subcontracting Opportunity Notification Form(s), letters, phone logs, fax transmittals, emails, etc.) demonstrating evidence of good faith effort performed in contacting subcontractors and listings. Failure to produce required documentation may result in rejection of Proposer's HUB Plan and subsequently the proposal.