



REQUEST FOR PROPOSALS (RFP)

RFP NUMBER: 26-0408

RFP MUST BE DELIVERED BY: Tuesday, June 30, 2026, at 3:00 p.m.

MANDATORY WALKTHROUGH: Tuesday, June 23, 2026 at 9:00 a.m., meet at the LC South Campus Bell Tower Building.

RFP MUST BE MAILED TO: Laredo College
Mr. Miguel A. Rangel, Director of Purchasing
West End Washington Street
Laredo, Texas 78040

RFP MAY BE HAND DELIVERED TO: Laredo College Fort McIntosh Main Campus
Purchasing Department Building
P-49

RFP WILL BE OPENED: Tuesday, June 30, 2026, at 3:15 p.m.
P-49 Purchasing Office Building Room 101

THE LAREDO COLLEGE DISTRICT'S BOARD of TRUSTEES ("COLLEGE DISTRICT"),
invites your firm to submit proposals for:

“LC South Campus Fence Project” (Reposted)

All proposals should be mailed or hand-delivered to:

**Laredo College
C/O Mr. Miguel A. Rangel
Director of Purchasing
Building P-49 Room 101
01 West End Washington Street
Laredo, TX 78040**

SPECIFICATIONS

The purpose and intent of this Request for Proposal is to solicit proposals for the fabrication and installation of new wrought iron fence at the Laredo College South Campus. **The contractor will need to be a certified welder, and no general contract proposal will be accepted.** The welder contractor will provide all labor, materials, equipment and supervision necessary to complete the project in a specified time frame. The fence will run for approximately 900+ linear feet and should be 6 foot in height with 7-foot poles between each 8 feet panel and anchored to the ground with concrete. The design must match in style and color with already installed fence in the sport complex area.

All information contained in this RFP is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, and verification of all information herein shall rest solely with those making proposals. Neither the College nor its representatives shall be responsible for any error or omission in this RFP.

EVALUATION OF PROPOSAL

GENERAL

To facilitate the evaluation process, proposals must be submitted as requested by the **District** in the **Section "Submission of Proposals,"** This will ensure uniformity of all proposals. Proposals may be rejected if they show omissions, alterations in wording, conditional clauses, or irregularities of any kind. The **District** is the final authority in determining if the proposal is in compliance with **RFP 26-0408**, including the specifications, terms, and conditions.

QUALIFICATIONS OF CONTRACTOR

The **District** may make such investigations as deemed necessary to determine the qualifications and ability of the Contractor to perform in accordance with this RFP. The Contractor shall furnish to the **District** all such information as the **District** may request. The **District** reserves the right to reject any proposal if the Contractor fails to satisfy the **District** that such Contractor is properly qualified to carry out the obligations of the contract.

1. Qualifications- Company Background and History

- a. The contractor must be certified welder and specialized in this trade.
- b. The contractor must attend the mandatory walkthrough meeting.
- c. The Contractor must be licensed and/or authorized to do business in Texas and have a least **five (5) years** of related experience.
- d. A description of the Contractor's general background, experience, and credentials shall be furnished. Previous relevant experience should be mentioned, specifically, any services performed on other College campuses or public entities.
- e. Contractor's qualifications must be included as exhibit I in the proposal.

- f. The Contractor shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFP.

2. Service Capabilities

- a. Contractor must own the appropriate equipment to conduct the work specified in the Scope of Work.
- b. You are required to submit other relevant experience with clients other than Texas Public entities that demonstrates comparable expertise qualifications, and available resources.
- c. Contractor's plan to have one point of contact between the Contractor and the **District**.

PUBLIC INFORMATION

The proposer is hereby notified that Laredo College strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General regarding the disclosure of public information. The **District** may seek to protect all information submitted in response to this RFP from disclosure until a final agreement is executed. Upon execution of a final agreement, The **District** will consider all information, documentation, and other materials requested to be submitted in response to this RFP to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposers will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the District and its Board of Trustees, officers, employees, agents, representatives, successors, and assigns from and against any and all claims, demands, causes of action, liabilities, losses, damages, judgments, fines, penalties, costs, and expenses, including reasonable attorney's fees and court costs, arising out of, resulting from, or related to Contractor's performance or failure to perform under this Contract, including the acts, errors, omissions, negligence, willful misconduct, or breach of contract by Contractor or Contractor's employees, agents, subcontractors, suppliers, or anyone for whom Contractor is legally responsible. Contractor's indemnity obligations include, but are not limited to, claims involving bodily injury, death, property damage, personal injury, employment-related claims, violations of law, infringement of third-party rights, and claims arising from Contractor's work, services, materials, equipment, or operations.

VENUE

It is understood and agreed by both the Contractor and the **District** that the venue for any litigation involving the contract shall lie in Webb County, Texas.

TIE PROPOSALS

In the event of tie bids, one shall be selected by the casting of lots.

RIGHT TO REJECT PROPOSALS

The **District** reserves the right to reject any or all proposals, or any part thereof, and to waive any technicalities or informalities.

FELONY CONVICTION NOTIFICATION

A person or business entity that enters into a contract with the **District** shall notify the **District** if the person or an owner or operator of the business entity has been convicted of a felony. Such notice shall include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Contractors may complete and submit the "Felony Conviction Affidavit" included with the RFP Form or may choose not to submit the form until a contract is awarded.

ALL OR NONE

This is all or none Request for Proposal.

RIGHT TO HOLD PROPOSALS

The **District** reserves the right to hold proposals for sixty (60) calendar days before awarding the contract.

FACSIMILES /EMAILS

The **District** **will not accept** proposals sent by facsimiles or email.

LATE PROPOSALS

All Proposals will be date- and time-stamped upon receipt. Proposals received after the submission deadline will be deemed late, marked "Disqualified," and returned unopened. If a late Proposal does not include a return address, the Proposal may be opened only to identify the proposer and obtain return information. Any costs associated with returning a late Proposal shall be the responsibility of the proposer.

All Proposals, whether hand-delivered or mailed, must be submitted in a sealed package clearly marked: "RFP 26-0408 LC S. Campus Fence Project." Proposals must be received by the District's Purchasing Office, Building P-49, no later than 3:00 p.m. on Tuesday, June 30, 2026. Each Contractor must submit one sealed original Proposal and one electronic copy on a USB drive. Mailed Proposals must be received by the submission deadline to be considered.

Proposal Format

All proposals must be submitted in the format specified herein to ensure uniformity. The **District** accepts no financial responsibility for any costs incurred by the Contractor in the course of responding to these specifications. Only information specifically related to this proposal will be evaluated. The **District** reserves the right to request additional copies at no cost to the **District**. At a minimum, the proposal is to include a Table of Contents with tabs and placed in binders to include the sections listed below and in the following order:

Note: All these items are required to be submitted in the RFP sealed proposal:

- A. Binder with Company Name and/or Log referencing **RFP 26-0408 (Reposted)**
- B. Cover Page
- C. Table of Content
- D. Qualification of Contractor (Please reference pages 3 & 4 of the RFP)
 - Qualifications – Company Background and History
 - Service Capabilities
 - Financial Ability /Stability
 - Comprehensiveness of the Proposal
 - Account Management Plan
 - Sample Contract and/or Service Agreement
- E. Completed Forms –
 - References (Form I)
 - Previous work site(s) completed with pictures and contact information from state agencies.
 - **Pricing, includes 10% contingency amount** (Form II)
 - Felony Conviction Affidavits (Form III)
 - Conflict of Interest Questionnaire (Form IV)
 - Contractor Certification (Form V)
 - W- 9 (Form VI)
 - Addendum Certification (Form VII)
 - Payment Bond (Form VIII)
 - Performance Bond (IX)
 - GA-48 Form (X)

OPENING OF PROPOSALS

Proposals shall be publicly opened at 3:15 p.m. Tuesday, June 30, 2026, at the P-49 Purchasing Office Building, Conference Room 101. It should be noted that only the names of the companies will be read publicly, along with the dates and times the Proposals were received by the District. Information regarding the offers will not be released until an award is made by the District.

RFP INTERPRETATION

No interpretation of the meaning of the "Request for Proposal" ("RFP") or other documents shall be given orally. Every request for interpretation will be in writing and addressed to the Purchasing Director. It must be received at least ten (10) calendar days before the date fixed for the opening of the Proposal. Any and all such interpretations and supplemental instructions shall be in the form of written addenda to the "Request for Proposal," which, if issued, shall be emailed to all known prospective Contractor no later than five (5) calendar days prior to the date fixed for the opening of the Proposal. The Addenda is also be posted in the Laredo College website <https://www.laredo.edu/about/administration/administration-and-finance/purchasing-office/bids/current-bids.html>. Failure of any Contractor to receive any such addenda or interpretations shall not relieve such Contractor from any obligation under this bid as submitted. All addenda so issued shall become part of the contract document.

MODIFICATIONS OR WITHDRAWALS BEFORE THE RFP OPENING

Modifications or withdrawals of a Proposal shall be accepted only when the same is received on or before the fixed time scheduled for opening. Such requests must be executed in writing or withdrawn in person by the Contractor or his authorized representative, provided identity is made known and a receipt for the proposal is signed.

MODIFICATIONS OR WITHDRAWALS BY SUCCESSFUL CONTRACTOR

Modifications or withdrawal of a Proposal shall be accepted only by the successful Contractor if the change is executed in writing and is in the best interest of the **District** and not prejudicial to any other Contractor.

CONFLICT OF INTEREST

- A. Any Board member who has a substantial interest, either direct or indirect, in any business entity seeking to contract with the District shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extend of interest and shall abstain from any participation in the matter.
- B. Contractors must convey any conflict of interest that may exist if selected to perform the Contract in accordance with the District's Manual of Policy and applicable state and local laws.

AVAILABILITY OF FUNDS

All awards are subject to approval upon the availability of funds.

SALES TAX EXEMPTION

The College District hereby claims exemption from payment of taxes for the purchase of taxable goods and/or services under the Internal Revenue Code Section 501 (c) (3) and the Revised Civil Statutes of Texas, Chapter 20, Title 122A, as a Non-Profit Educational Institution.

DETERMINING AWARD

To determine to whom the contract will be awarded and to comply with Education Code 44.031, the **College District** shall consider:

1. Based on best value on qualifications, requirements and quality of work.
2. The purchase price;
3. The reputation of the contractor and of the contractor’s goods or services;
4. The quality of the contractor’s services.
5. The extent to which the services meet the **District’s** needs;
6. The contractor’s past completed job site references.
7. The impact on the ability of the **District** to comply with laws and rules relating to historically underutilized businesses;
8. The total long-term cost to the **District** to acquire the contractor’s services;
9. Whether the contractor or contractor’s ultimate parent company or majority owner: A) has its principal place of business in Texas; or B) employs at least 500 persons in Texas; and
10. Any other relevant factors specifically listed in this RFP.

EVALUATION CRITERIA:

Points:

○ Price proposal	45
○ Experience and reputation on similar projects	10
○ Quality of proposed goods, material, and services	10
○ Safety record	05
○ Qualifications and experience of proposed personnel	08
○ Financial capability relative to project size and scope	09
○ Organization and approach to the project	06
○ Proposed timeframe for completing the project	<u>07</u>
Total:	100 points

The **District** is the final authority in determining if the proposal is in compliance with specifications.

A committee composed of representatives of the **District** will evaluate the proposals. The **District** reserves the right to interview finalists to clarify information provided in the proposals. The committee may also conduct site visits of other institutions or businesses where the Contractor is providing current services.

SELECTION OF PROPOSALS FOR REVIEW BY THE BOARD OF TRUSTEES

Following the evaluations, the committee may recommend one or two proposals to the Board of Trustees. The Board of Trustees will make a final selection based upon the evaluation committee's recommendation and such other factors as the Board deems to be in the **District's** best interest.

SELECTION OF CONTRACTOR BY BOARD OF TRUSTEES

Once a final selection has been made, the **District** will submit to the selected Contractor a contract, which will include at least those terms, set forth in this RFP. If the **District** and the selected Contractor have not executed a contract within thirty (30) calendar days after the award, the **District** will negotiate with the Contractor submitting the next best proposal.

CONTRACT AWARD AND EXECUTION

The **District** reserves the right to execute an award without further discussion of the proposal submitted. The proposal should be initially submitted on the most favorable terms that can be offered. The Contractor shall specifically stipulate in the cover letter that the proposal is predicated upon the acceptance of all specifications, terms and conditions stated in this RFP. It is the intent of the District to award the contract within sixty calendar days from the date of the RFP opening.

HOUSE BILL 1295 – CERTIFICATE OF INTEREST PARTIES FORM 1295

Effective January 1, 2016 all contracts requiring an action or vote by the Laredo College Board of Trustees', regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties," per the new Government Code Statute §2252.908. All contractors submitting a response to a formal Bid, RFP, SOQ or any contract(s), contract amendment(s), renewal(s) or change order(s) are required to complete the Form 1295 online through the State of Texas Ethics Commission website at the time the business entity Government Code §2252.908 (4d) submits the signed contract.

Additional information can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,

INSURANCE

1. Contractor shall provide the District with a certificate of insurance evidencing that Contractor maintains the insurance coverage required by this RFP and any resulting contract. All insurance must be issued by an insurance carrier authorized to do business in the State of Texas and acceptable to the District. The certificate shall name Laredo College as an additional insured and certificate holder, as applicable, and shall provide that the insurer will give the District prior written notice of any cancellation, nonrenewal, or material change in coverage to the extent permitted by the policy.

Contractor must provide the required certificates of insurance within five (5) days after written request from the District’s Purchasing Office or within any other time required by the District. Failure to timely provide acceptable proof of insurance may result in disqualification of the Proposal, rejection of the award, or termination of any resulting contract.

2. The following are the types of coverages and the limits set by the State of Texas that shall be maintained:

- A. Worker's Compensation Insurance \$1,000,000.00
- B. Comprehensive General Liability Insurance in the following amounts:
 1. General Aggregate \$ 1,000,000.00
 2. Products-Comp/Ops Aggregate \$ 1,000,000.00
 3. Personal & Advertising Injury \$ 1,000,000.00
 4. Each Occurrence \$ 500,000.00

5. The Comprehensive General Liability Insurance must include liability coverage for:
 - a. Bodily injury,
 - b. Personal Injury,
 - c. Independent Contractor,
 - d. Blanket Contractual,
 - e. Product,
 - f. Fire,
 - g. Medical Expense, and
 - h. Complete Operations.

- C. Comprehensive Automobile Liability Insurance as follows: \$1,000,000.00
 1. Bodily Injury \$100,000 per person
 2. Bodily Injury \$300,000 per accident
 3. Property Damage \$100,000 per accident\$500,000.000

The **District** shall be named as an additional insured party on the Contractor’s general liability policy, auto liability policy, and any other excess/umbrella liability policies. Insurance shall be written by Companies licensed to transact business in the State of Texas and acceptable to the **District**.

ADDITIONAL INFORMATION

For additional information or questions, contact Mr. Miguel A. Rangel, at (956) 721-5126.
Proposals should be mailed or hand-delivered **sealed** to:

LAREDO COLLEGE
C/O Miguel A. Rangel-Director of Purchasing
1 WEST END WASHINGTON STREET
LAREDO, TEXAS 78040

SCOPE OF WORK

LC Physical Plant Department

Our mission is to maintain the Laredo College campuses in an impeccable environment for the students, community and employees. The scope of work provided by the Physical Plant Department will serve as a guide for the qualified contractor. The contractor is to follow throughout the term of the contract.

Required Procedures:

- Contractor must report and/or communicate with the physical plant department Management team often, especially when contractor are working in campus.
- Contractor must display company logos on all company vehicles.
- Contractor must supervise crew at all times while on LC property.
- Contractor employees must wear their Protective Personal Gear at all times.
- Contractor employees must wear their company uniforms at all times.
- The project work must be completed in the project time frame as agreed with Physical Plant.
- Contractor must have adequate personnel to complete this project with the agreed time frame.
- All contractor's employees must park in a designated area assigned by the Physical Plant office.

Scope of Work:

1. Project Overview

Provide all labor, materials, equipment, and supervision necessary to fabricate and install approximately **900+ linear feet of 6-foot-tall wrought iron fence with 7 foot poles anchored to the ground with concrete and the fence will be 8 foot wide**, designed to match the style and appearance of the existing fence on site.

1. Site Preparation

- Verify property lines and fence layout prior to installation
- Locate and mark underground utilities (as required, contact Texas 811)
- Clear fence line of vegetation, debris, and obstructions
- Rough grading as needed to ensure a consistent fence line

2. Materials

- Wrought iron fence panels, 6 ft height, matching existing design (including picket spacing, rails, and decorative elements)
- Steel posts (spacing typically 8 feet on center, unless otherwise specified)
- Post caps and finials to match existing fence
- Fasteners, brackets, and hardware suitable for exterior use
- Concrete for post footings
- Protective coating/finish (primer + paint) to match existing fence color

3. Fabrication

- Fabricate fence panels and components to match existing fence style, dimensions, and detailing

Item:	Size:
• End/ Line posts	4"x4" square steel tube
• Top rail	1-1/2" x 1-1/2" square steel tube
• Bottom rail	1-1/2" x 1-1/2" square steel tube
• Pickets	1/2" square bar solid
• Pickets	1" square steel tube
• Post caps	For 4" posts
• Picket caps	For 1" hollow square tube

- Ensure consistency in height, spacing, and ornamental features
- Shop drawings may be prepared for approval prior to fabrication (if required)
- Measurement of material:
 - Steel pole will be need to be 4x4 round squared tube of 11 gage.
 - Panel measure to 8 feet wide
 - Height of panel will be 6 feet and poles 7 feet.
 - Panel rods will need to be solid rods not hollow rods.

4. Installation

- Excavate post holes (depth per local code, typically 24–36 inches)
- Set posts in concrete, plumb and aligned
- Allow proper curing time before attaching panels
- Install fence panels securely between posts
- Maintain uniform height and alignment across entire 900+ LF
- Adjust for grade changes as necessary (racking or stepping method)

5. Gates

- Install 2-12' wide gates that open in sections of 6' to match fence style and height
- Include hinges, latches, and locking mechanisms
- Ensure proper alignment and smooth operation
- Two gates will be installed within the fence, and another gate will be installed in a designated area to enclose a transformer.
- Transformer gage measurement: customized two door gages with a height of 8 feet poles with a 4x4 round squared tube anchored with bolt to concrete and welded anchors to the sides of the cedar block fence.

- Two panel gates doors with 2x4 frames and 3-inch metal blinds style panel with reinforcement on the back of the panels. Total length of the two-panel gate with poles should be approx. 20 feet.
- Gates painted same as the rails near the location (grey), color will be provided by Physical Plant.

6. Painting

- Fence will need one coat of primer (antirust) paint and two coats of black exterior high-quality paint.

7. Finishing

- Clean all installed components
- Touch up paint or coating damaged during installation
- Ensure corrosion protection is intact

8. Quality Control

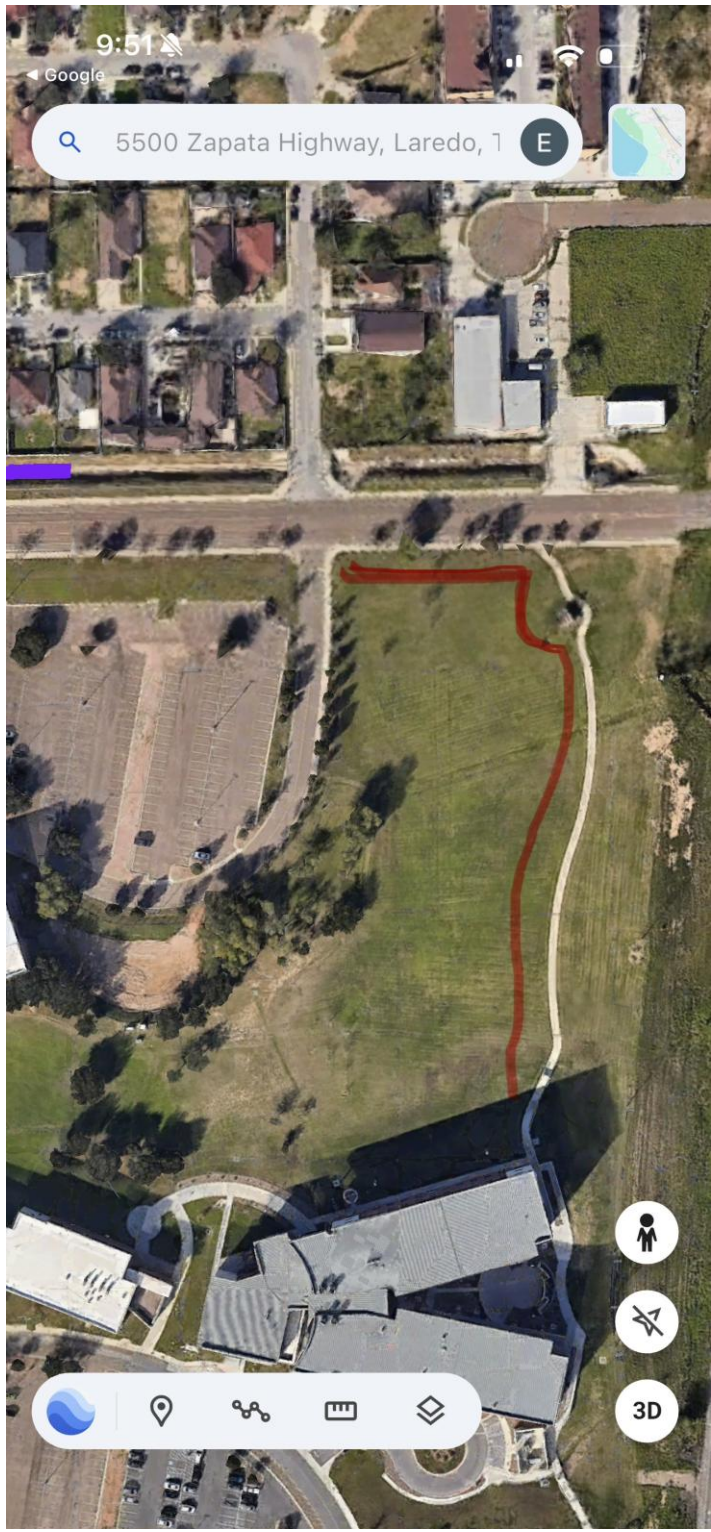
- Verify fence alignment, spacing, and structural stability
- Ensure installation matches existing fence in design and finish
- Conduct final walkthrough with client

9. Cleanup

- Remove all construction debris and excess materials from site
- Restore disturbed areas to original condition as much as possible

10. Additional information

- Campus map: <https://www.laredo.edu/campus-maps/index.html>
- Overhead picture:



FORM I

REFERENCE SHEET

PLEASE TYPE OR ATTACH YOUR REFERENCE LIST HERE: (Remember to include any educational entities you have done business with)

College/ University Name	
Contact Person	
E-mail Address	
Phone Number	

College/ University Name	
Contact Person	
E-mail Address	
Phone Number	

Name	
Contact Person	
E-mail Address	
Phone Number	

Name	
Contact Person	
E-mail Address	
Phone Number	

Name	
Contact Person	
E-mail Address	
Phone Number	

Form II Pricing

Insert Proposal (Quote) Here

Note: Price will need to include a 10% contingency amount.

RFP Form III

FELONY CONVICTION AFFIDAVIT AND NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “ ... a person or business entity that enters into a Contract with the a District must give advance notice to the District if the person or an owner of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “... a school District may terminate a Contract with a person or business entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract”.

- This Notice is not required if your firm is a publicly held corporation. Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code 44.034.
- I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Applicant’s Signature: _____

Address: _____

City, State, and Zip Code: _____

Print name of the Authorized Company Official: _____

My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature/Date of Company Official: _____ **Date:** _____

My firm is not owned nor operated by anyone who has been convicted of a felony or I have never been convicted of a felony.

Signature/Date of Company Official: _____ **Date:** _____

My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____
(Attach additional sheet if necessary)

Details of Conviction(s): _____
(Attach additional sheet if necessary)

Signature/Date of Company Official: _____ **Date:** _____

***Note: signature and date is required on this form**

FORM IV
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
_____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ Signature of vendor doing business with the governmental entity		_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

FORM V CONTRACTOR CERTIFICATION

All Fields Must Be Filled Out

Firm Name: _____

Tax Identification Number: _____ File Number: _____

- Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

1. Represents that he/she is not indebted to the College District or State of Texas. Indebtedness to the College District shall be a basis for non-award and/or cancellation of any award. Initial _____
2. Certifies that he/she will not engage in employment practices, which have the effect to discriminate against employees and prospective employees because of race, color, religion, national origin, sex, age, disability, political belief or affiliation, and that this contractor will abide by the federal, state and local EEO requirements. Initial _____
3. Acknowledges they have read, understand and agree to the requirements of the specifications and all other provisions of this solicitation. Initial _____
4. Certifies that this contractor has not colluded or attempted to collude with other contractors or merchants in the trade to fix or hold prices above the level attained through a free and competitive market. Initial _____
5. Certifies that the owner operator has not been convicted of a felony. Except as indicated on a separate attachment to this proposal in accordance with Section 44.034 Texas Education Code. Initial _____
6. Is a historically underutilized business (HUB) Yes: _____ No: _____
7. The contractor or contractor's ultimate parent company or majority owner: A) has its principal place of business in Texas; Yes: _____ No: _____ or ;B) employs at least 500 persons in Texas. Yes: _____ No: _____
8. Certifies that is not currently and shall not enter conduct business with Iran, Sudan, or a foreign terrorist organization during the potential contract period. Pursuant to Section 2270.001 Texas Government Code Initial _____
9. Certifies that it is not currently and shall not boycott Israel during the potential contract period. Pursuant to Section 2270.001 Texas Government Code. Initial _____

Effective on September 1, 2017 under the provisions of Subtitle F, Title 10, Texas Governmental Code Chapter 2270.001:

- A. "Boycott Israel" means refusing to deal with, terminating business activates with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israeli-controlled territory, but does not include an action made for ordinary business purposes, and
- B. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I certify that I am over the age of eighteen and authorized to submit a binding proposal on behalf of this company and that this proposal conforms to the required specifications unless so noted in writing.

PRINT NAME: _____ TITLE : _____

E MAIL: _____ TELEPHONE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

FORM VI

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FORM VII- ADDENDUM CERTIFICATION

I, the undersigned, submit this proposal in conformity with the specifications, terms and conditions of this **RFP**.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

(If Applicable)

Addendum No. _____ Date _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No _____ Date: _____

Addendum No. _____ Date: _____

CERTIFICATION

Name of Firm: _____

Address: _____

City & State: _____

Telephone: _____

Authorized Signature: _____

Typed Name of Person Submitting Proposal:

Title: _____

Date: _____

Form VIII - Note: This Payment Bond Form will be required for contacts over \$25,000.00.

PAYMENT BOND

Bond Number _____

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB

§

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Laredo College District, hereinafter called Obligee, for the sole use, benefit, and protection of all claimants supplying public work labor and material (as hereinafter defined) in the prosecution of the work provided for in the written Contract hereinafter referred to, in the penal sum of \$ _____, which is the full amount of Principal's contract with the named Obligee, for the payment of which sum the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

WHEREAS, the Principal has entered into a written contract dated _____ with the Obligee named, to do and perform certain construction work as provided in said contract, to wit:

_____, the related plans, specifications, general conditions, and other contract documents, all of which are by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants supplying labor and material (as hereinafter defined) in the prosecution of the work provided for in said contract, the related plans, specifications, general conditions, and other contract documents, then this obligation shall be void, otherwise it shall remain in full force and effect.

This Payment Bond is given and furnished by the Principal herein in compliance with Chapter 2253 of the Texas Government Code, as amended, and this Bond shall be solely for the protection and use of all claimants supplying public labor work or material (as hereinafter defined), and shall be solely for the protection and use of said claimants who have a direct contractual relationship with the Principal herein, or a subcontractor (as hereinafter defined) to supply public work labor or material.

The undersigned corporate surety does by the execution of this Bond solemnly warrant and represent that it is duly authorized to do business in Texas.

{Signature page follows}

Executed this _____ day of _____, 20_

Principal _____

Surety _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Mailing Address: _____

Physical Address: _____

Approved as to form:

Attorney for Oblige

Telephone No.: (____) _____

NOTE:

- (1) "Prime Contractor" as used herein means a person, firm, or corporation that makes a public work contract with a governmental entity. Tex. Govt. Code §2253.001(3).
- (2) "Subcontractor" as used herein means a person, firm, or corporation that provides public work labor or material to fulfill an obligation to a prime contractor or to a contractor of the prime contractor for the performance and installation of any of the work required by a public work contract. Tex. Govt. Code §2253.001(9).
- (2) "Public work labor" as used herein means labor used directly to carry out a public work. Tex. Govt. Code §2253.001(5).
- (3) "Public work material" as used herein means: (A) material used, or ordered and delivered for use, directly to carry out a public work; (B) specially fabricated material; (C) reasonable rental and actual running repair costs for construction equipment used, or reasonably required and delivered for use, directly to carry out work at the project site; or (D) power, water, fuel, and lubricants used, or ordered and delivered for use, directly to carry out a public work. Tex. Govt. Code §2253.001(6).

- (4) "Specially fabricated material" as used herein means material ordered by a prime contractor or subcontractor that is: (A) specially fabricated for use in a public work; and (B) reasonably unsuitable for another use. Tex. Govt. Code §2253.001(8).
- (5) This Bond must be furnished before any work is commenced.
- (6) This Payment Bond is required for all public works contracts in excess of \$25,000 involving a contract for construction, alteration, or repair of any public building or the completion or prosecution of any public work.
- (7) The Surety must be a corporate surety duly authorized to do business in Texas.
- (8) This Payment Bond must be in the amount of the contract.
- (9) The Power of Attorney from the corporate surety should be attached to this Payment Bond.

PERFORMANCE BOND

Bond Number _____

THE STATE OF TEXAS

COUNTY OF WEBB

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That we _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Laredo College District, hereinafter called Obligee, in the penal sum of \$ _____, which is the full amount of Principal's contract with the named Obligee, for the payment of which sum the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

WHEREAS, the principal has entered into a written contract date _____ with Obligee named, to do and perform certain construction work as provided in said contract, to wit:

_____ and the related plans, specifications, general conditions, and other contract documents, all of which are by reference made a part hereof.

NOW, THEREFORE, the conditions of this Obligation is such that if the Principal shall faithfully perform all of the work in accordance with the plans, specifications, general conditions, and contract documents, and shall faithfully perform each, every, and all other obligations incumbent upon him under the terms of said written contract referred to, and shall fully indemnify and save harmless the Obligee from all costs, expense, and damage which it may suffer or incur because of the Principal's default, or failure to do so, then this Obligation shall be void, otherwise it shall remain in full force and effect.

In the event Principal shall default in the faithful performance of the work called for by said written contract, plans, specifications, and contract documents, the Surety shall, within 15 days of the determination of default (determined as provided in said contract, general conditions and contract documents), take over and assume completion of said contract, or within such 15-day period make other arrangements satisfactory with the Obligee for completion of the contract, and said Surety shall become entitled thereupon to the payment or benefit of the balance of the contract price as the same matures according to its terms.

The Surety, for the protection of the Obligee herein, waives notice of, and hereby consents to any subsequent modification or alteration both in the work to be performed by the Principal, and the consequent price or sums to be paid by the Obligee, as well as any other change or amendment, addition, or deletion in the contract documents during the progress of the work, including, but not limited to, all extensions of time or other indulgences permitted the Principal.

Notwithstanding any other provision, the liability of the surety on this Bond shall never exceed the penal sum stated in the first paragraph.

This Performance Bond is given and furnished by the Principal herein in compliance with Chapter 2253 of the Texas Government Code, as amended, and is solely for the protection of the Obligee herein.

The undersigned corporate surety does, by the execution of this Bond, solemnly warrant and represent that it is duly authorized to do business in Texas.

Executed this _____ day of _____, 20__

Principal

Surety

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Mailing address: _____

Physical Address: _____

Approved as to form:

Attorney for Obligee

Telephone No.: (____) _____

NOTE:

- (1) This Performance Bond is required for all contracts in excess of \$100,000 involving a contract for construction, alteration, or repair of any public building or the completion or prosecution of any public work.
- (2) This bond must be payable to the awarding authority, Laredo College District, as the named Obligee, and it must be approved as to form by such awarding authority.
- (3) This Bond must be furnished before any work is commenced.
- (4) Surety must be a corporate surety duly authorized to do business in Texas.
- (5) This Performance Bond must be in the full amount of the contract which it secures.
- (6) Power of Attorney from corporate surety should be attached to this Performance Bond.



LAREDO
COLLEGE
EST. 1947

Certification of Compliance with Executive Order GA-48

Executive Order GA-48, issued by Governor Greg Abbott on **November 19, 2024**, the Supplier certifies that neither the company, nor any of its **holding companies, subsidiaries, or affiliates**, is:

- 1) Listed in [Section 889](#) of the **2019 National Defense Authorization Act (NDAA)**; or
- 2) Listed in [Section 1260H](#) of the **2021 National Defense Authorization Act (NDAA)**; or
- 3) **Owned by** the government of a country on the **U.S. Department of Commerce's foreign adversaries list** under [15 C.F.R. § 791.4](#); or
- 4) **Controlled by** any governing or regulatory body located in a country on the **U.S. Department of Commerce's foreign adversaries list** under [15 C.F.R. § 791.4](#).

The Supplier will certify that it does not engage in any **contractual, business, or operational** activities that would otherwise **grant access, control, or influence** to an entity meeting any of the above-listed criteria.

If at any time during the term of the contract, the Supplier becomes aware of any such affiliation or activity, it shall immediately notify the Laredo College. The contract may be subject to termination, and the Supplier may face legal action as deemed necessary by the College.

By signing below, the Supplier **acknowledges and certifies compliance** with this requirement:

Company Name

Signature of Authorized Official

Title of Authorized Official

Date