

**RFP 24-1105**

**Marketing and Branding Consulting Services**



**PROPOSALS MUST BE RECEIVED BEFORE:**

**November 21, 2024**

**By 3:00 p.m. Central Time**

Show RFP Number on Response Envelope/Package

**LAREDO, TEXAS  
November 2024**

## SECTION 1 GENERAL INFORMATION

**Introduction:** Laredo College invites proposals from qualified firms to provide comprehensive marketing and branding consulting services. We seek to engage a consultant who will support our marketing goals, enhance brand visibility, and align our messaging to reach key audiences effectively. The chosen firm will collaborate closely with Laredo College's marketing and administrative teams to execute a cohesive marketing strategy aligned with our mission and goals.

**Scope of Services:** The selected Consultant will provide services in the following areas:

1. **Strategic Marketing Consultation and Planning:**
  - Development and oversight of marketing strategies to enhance visibility and engagement with prospective and current students, faculty, and the community.
  - Strategic planning and execution support for integrated marketing campaigns, including digital, social, print, and traditional media channels.
2. **Branding Development and Management:**
  - Creative development for Laredo College's primary campaign, including "Where You Belong" and other initiatives.
  - Consistent application of brand standards across all platforms, with a focus on cohesive messaging and visual identity.
3. **Content Creation and Creative Services:**
  - Design and production of multimedia content such as graphic assets, videos, infographics, and audio.
  - Creation of branded collateral, including brochures, posters, and digital materials, to maintain brand integrity and increase engagement.
4. **Digital Marketing and Social Media Management:**
  - Digital presence audit and optimization, including content development for social media and website.
  - Social media strategy and management, incorporating community engagement and analytics to measure success and make data-driven adjustments.
5. **Community Engagement and Outreach:**
  - Development of community outreach strategies, including partnerships, events, and media relations.
  - Identification of engagement opportunities to strengthen relationships with students, families, and local influencers.
6. **Reporting and Analysis:**
  - Monthly recap reports to document services and project progress.
  - Continuous monitoring of campaign performance, with regular updates and recommendations to optimize results.

**Project Management and Communication:** The Consultant will assign a team of Account Managers to oversee the account, providing regular updates, managing timelines and budgets, and coordinating bi-weekly creative sessions with the college's marketing team.

We look forward to engaging with a partner who shares our vision and commitment to enhancing Laredo College's brand and community presence.

## **SECTION 2**

### **RFP SUBMITTAL PROCESS AND REQUIREMENTS**

#### **Proposal Submissions**

- All proposals must be received at the College Office of Purchasing and Contracts by 3:00 pm. Central Time on November 21, 2024.
- Proposals may be hand delivered or sent via mail or courier **to:**

**Miguel Rangel, Director of Purchasing**  
**Laredo College**  
**Purchasing Office, Building P-49**  
**West End Washington, Street Laredo, TX 78041**

- Respondents must submit, whether via hand delivery or mail/courier, one (1) original and a digital copy on a USB drive.
- No late submissions will be accepted.
- All proposals should be placed in a sealed envelope/package and correctly identified with RFP number and submittal due date on the outside of the package.
- Respondents to this RFP are responsible for all costs of proposal preparation.
- Responses submitted shall constitute an offer for a period of ninety (90) days or until an award is made by the College.
- Proposals must include all Exhibits required to be included as part of this RFP (Pricing Proposal, Execution of Proposal, Non-Collusion Affidavit, HUB Plan, etc.).
- Respondent proposals must include copies of all addenda issued as an acknowledgment of receipt.

#### **Proposal Requirements:** Interested firms should submit a proposal that includes:

1. Complete company information to include, at a minimum, years in business, demonstrated experience of at least five years performing the type of work outlined in the RFP, demonstrated qualifications, number of customers currently being serviced, a summary of work done at other similar locations, and at least three (3) references with complete contact information (name, title, contact number, e-mail address) and a brief description of work performed for each reference.
2. A detailed approach to the Scope of Services listed above.
3. A timeline for the proposed services.
4. Profiles of the project team members, including their roles and relevant experience.
5. Examples of previous projects demonstrating experience in educational or nonprofit sectors.
6. A cost proposal, including any additional billable costs that may apply.

#### **RFP Contact**

Any questions regarding this RFP shall be directed in writing **ONLY** to:

Miguel A. Rangel, Director of Purchasing, [miguel.rangel@laredo.edu](mailto:miguel.rangel@laredo.edu)

Respondents must restrict all contact and questions regarding this RFP to the above-named individual.

#### **Inquiries and Interpretations**

Responses to inquiries that directly affect an interpretation or change to this RFP will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

**Notice: Respondents are responsible for checking the Laredo College Website for any addenda issued. All such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFP. The Respondent shall consider and acknowledge receipt of such addenda by including signed copies of the addenda in the proposal.**

### **Confidential Information**

The college considers all information, documentation, and other materials requested to be submitted in response to the solicitation to be of a non-confidential and/or non-proprietary nature and, therefore, shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552) after a contract is awarded.

Subject to the Act, respondents may protect trade and confidential information from public release. Trade secrets or other confidential information submitted as part of a proposal shall be clearly marked in (boldface type, at least 14-point font) on each page where it appears. Parties will take reasonable precautions in protecting such information, provided that such information is clearly identified as proprietary or confidential.

Respondents are hereby notified that the College strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General regarding the disclosure of confidential information

### **Terms and Conditions**

All terms and conditions and other requirements in this RFP shall govern any contract issued as a result of this RFP. Additional or attached terms and conditions determined to be unacceptable to the College may result in the disqualification of the proposal.

The initial term of the agreement shall be for 12 months, with an option to extend annually for an additional two years. Additional expenses, such as media placements, travel, or specialized production costs, will require prior approval and will be invoiced separately.

## **SECTION 3**

### **EVALUATION CRITERIA**

To identify the best-qualified firm, Laredo College will evaluate proposals based on the following criteria, which measure each firm's expertise, approach, and alignment with our objectives. Each proposal will be scored out of 100 points, with points allocated as follows:

#### **1. Qualifications and Relevant Experience (20 points)**

- Demonstrated experience in strategic marketing and branding for educational institutions or nonprofit organizations.
- Quality and relevance of past projects, with examples showcasing success in branding, digital marketing, and community engagement.
- Expertise of team members, including specific roles, relevant experience, and their expected contributions to the project.

#### **2. Approach to Scope of Services (25 points)**

- Clarity and feasibility of proposed methodologies for strategic marketing, branding, content creation, and digital marketing.
- Ability to address each area of the Scope of Services effectively, with a detailed strategy for execution.
- Innovation and creativity in proposed solutions, including digital and multimedia approaches to enhance brand visibility.

#### **3. Project Management and Communication Plan (15 points)**

- Detailed plan for project management, including how timelines, budgets, and deliverables will be monitored.
- Commitment to regular updates and coordination, including the ability to collaborate with Laredo College's marketing and administrative teams.
- Description of communication methods and frequency (e.g., bi-weekly creative sessions, monthly recap reports).

#### **4. Digital Marketing and Social Media Strategy (15 points)**

- Approach to digital presence auditing and optimization, including website and social media platforms.
- Ability to create an engaging social media strategy that aligns with target audience preferences.
- Use of data-driven analytics to measure campaign success and adjust strategies accordingly.

#### **5. Community Engagement and Outreach (10 points)**

- Strategies for identifying and leveraging community partnerships to foster engagement and increase visibility.
- Plans for event coordination and outreach initiatives to connect with students, families, and local influencers.

#### **6. Cost Proposal and Budget Management (10 points)**

- Clarity and transparency of the cost proposal, including any anticipated additional expenses.
- Feasibility of the budget in relation to the proposed services and deliverables.
- Flexibility in managing budget constraints and ability to maximize resources within the allocated budget.

## **7. Reporting, Monitoring, and Adjustments (5 points)**

- Commitment to ongoing performance monitoring and timely reporting on campaign outcomes.
- Ability to make informed adjustments based on performance data to optimize results continuously.

## **8. Timeline and Deliverables (5 points)**

- Proposed timeline, including clear milestones and deadlines that align with Laredo College's objectives.
- Feasibility of timeline in relation to project scope and available resources.

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Each proposal will be reviewed by an evaluation committee, and shortlisted firms may be invited for an interview or presentation to discuss their proposal in more detail. Laredo College is committed to selecting a consultant who will drive measurable results, enhance brand presence, and foster meaningful engagement with our community.

## SECTION 4 CONTRACT TERMS AND CONDITIONS

These Terms and Conditions shall be made a part of and govern any contract and/or purchase order(s) resulting from this Request for Proposals.

A response to a solicitation is an offer to contract with the College based on the terms, conditions, and specifications contained in the solicitation. Responses do not become contracts unless and until they are accepted by an authorized representative of the College.

1. **SPECIFICATIONS:** The services performed shall be in accordance with the specifications herein. The College will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. The College will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Contractor.
2. **TIME OF PERFORMANCE:** Time is of the essence in the implementation of the awarded contract. The contractor agrees to perform all obligations and render services set forth per this proposal.
3. **PATENTS OR COPYRIGHTS:** The contractor agrees to protect the College and the state from claims involving infringement of patents or copyrights.
4. **ASSIGNMENT:** The contractor shall not assign or subcontract the whole or any part of the contract without the College's prior written consent.
5. **AMENDMENTS:** No modifications or amendments to the contract shall become valid unless agreed to by the College in writing and signed by both parties. Only the College's authorized representative or his/her designee will be authorized to sign changes or amendments to the contract.
6. **TERMINATION:**
  - (a) **Convenience:** The contract may be terminated, without penalty, by College without cause by giving ninety (90) days written notice of such termination to the Contractor.
  - (b) **Default:** Upon the occurrence of default, the non-defaulting party may give written notice of default to the defaulting party, identifying in reasonable detail the nature of the default and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the non-defaulting party may cancel the contract by giving sixty (60) days' notice, in writing, by registered or certified mail.
  - (c) In no event shall termination by College as provided for under this section give rise to any liability on the part of College including, but not limited to, claims of provider for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. The college's sole obligation hereunder is to pay the provider for policy or services received prior to the date of termination.
  - (d) **Implementation of Termination:** In the event of termination by the College, the Contractor shall be governed by the terms and conditions and shall perform the acts as outlined hereto:

The Contractor shall terminate all work under the contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work (and be compensated only for such work) as may be necessary as determined College to preserve the work in progress and to protect materials, buildings, and equipment.

In no event shall such termination by College as provided for under this section give rise to any liability on the part of the Laredo College or any member College including, but not limited to, claims of provider for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. The college's sole obligation hereunder is to pay the provider for policy or services received prior to the date of termination.

7. **INDEPENDENT CONTRACTOR STATUS:** The contractor agrees that the Contractor and the Contractor's employees and agents have no employer-employee relationship with the College. College shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state

unemployment taxes, income tax withholding, workers compensation insurance payments, or any other insurance payments, nor will College furnish any medical or retirement benefits or any paid vacation or sick leave. The contractor will be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for the College.

8. **SALES AND USE TAX:** The college, as an agency of the State of Texas, qualifies for exemption from State and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Contractor may be able to claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
9. **NON-DISCLOSURE:** Contractor and College acknowledge that they or their employees may, in the performance of the contract, come into the possession of proprietary or confidential information owned by or in the possession of the other party. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with the Contractor or College, unless required by law.
10. **PUBLICITY:** Contractor agrees that it shall not publicize the contract or disclose, confirm, or deny any details to third parties or use any photographs or video recordings or the College's name in connection with any sales, promotion, or publicity event without the prior express written approval of College.
11. **SEVERABILITY:** If one or more provisions of the contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
12. **NON-WAIVER OF DEFAULTS:** Any failure of College, at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same or the right of College at any time to avail itself of same.
13. **GOVERNING LAW & VENUE:** The validity of the contract and all matters pertaining thereto, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against College shall be in the county in which the primary office of the Chief Executive Officer of the College is located.
14. **FORCE MAJEURE:** Neither party is required to perform any term, condition, or covenant of the contract if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
15. **DISCLOSURES AND PUBLIC INFORMATION ACT:** No public disclosures or news releases pertaining to the contract shall be made without prior written approval of the College.

(a) Contractor acknowledges that the College is obligated to strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to the contract, as well as any other disclosure of information required by applicable Texas law.

(b) Upon College's written request, Contractor will provide specified public information exchanged or created under the contract that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to College in a non-proprietary format acceptable to College. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes



information to which the College has a right of access.

(c) Contractor acknowledges that College may be required to post a copy of the fully executed Contract on its Internet website in compliance with Section 2261.253(a) (1), *Texas Government Code*.

- 16. APPROPRIATION OF FUNDS:** Performance by the College of the contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, then the College will issue written notice to the Contractor, and the College may terminate the contract without further duty or obligation hereunder. The contractor acknowledges that the appropriation of funds is beyond the control of the College.
- 17. INDEMNIFICATION AND HOLD HARMLESS:** Contractor agrees to indemnify and hold Laredo College, the Board of Trustees, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Contractor or the acts or omissions of others under Contractor's supervision and control.  
All information regarding claims is to be held confidential as allowable by the laws of the State of Texas.
- 18. OTHER BENEFITS:** It is understood and agreed that no benefits, payments or considerations received by the Contractor for the performance of services associated with and pertinent to the contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, Laredo College.
- 19. LICENSES AND PERMITS:** The contractor will obtain and maintain, at its own expense and in its name, all necessary licenses and permits required to perform the services required herein.
- 20. INSURANCE:** The Contractor shall not commence work until the insurance coverage specified herein has been obtained and valid certificates of such insurance have been filed with and accepted by the College. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits, and the certificate of insurance in force must include a notice that the policy or policies contain these provisions. Acceptance of insurance certificates by the College shall not relieve or decrease the liability of the Contractor.

**Coverage**

**Limit**

**A. Worker's Compensation**

Statutory Benefits (Coverage A)

Employers Liability (Coverage B)

Statutory

\$1,000,000 Each Accident

\$1,000,000 Disease/Employee

\$1,000,000 Disease/Policy Limit

A workers' Compensation policy must include the state in which work is to be performed for the College under Item 3. A. On the information page of the policy, workers' compensation insurance is required.

**B. Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned, or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

**Additional Endorsements**

The Auto and Commercial General Liability Policies shall name the Laredo College as additional

insured.

**C. Commercial General Liability**

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The Contractor shall provide and maintain proof of insurance until the end of the contract.

**21. DISCRIMINATION:** The Contractor and any subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

**22. COMPLIANCE WITH LAW:** The Contractor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under the Contract, including compliance with all Title IV funds requirements, Clery Act requirements, and Title IX. By entering into the contract, the Contractor certifies that no one employed by the organization has been judicially determined by final judgment or pleading or has pled nolo contendere to have committed fraud or any other material violation of law involving federal, state, or local funds.

In accordance with Laredo College policies all Contractors, their employees and subcontractors shall, while on College campus, abide by the College's rules and regulations and comply with reasonable directions from College representatives.

Contractor, or a designated representative, shall attend meetings as deemed appropriate by College representatives.

**23. NOTICES:** Any written notices under the contract will be delivered by hand to the Contractor or College's provided address or by electronic mail to the appropriate College official. Notice will be effective on receipt by the affected party. Either party may change the designated notice address by written notification to the other party.

**24. CHILD SUPPORT OBLIGATIONS:** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide goods or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the Contractor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate."

- 25. DEBTS OR DELINQUENCIES TO STATE:** Pursuant to Section 2252.903 *Texas Government Code*, the Contractor agrees that any payments owing to the Contractor under the contract may be applied directly toward certain debts or delinquencies the Contractor owes the State of Texas or any of the State regardless of when they arise until such debts or delinquencies are paid in full.
- 26. FRANCHISE TAX CERTIFICATION:** If the Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then the Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that the Contractor is exempt from the payment of franchise taxes.
- 27. CERTAIN PROPOSALS AND CONTRACTS PROHIBITED:** Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the Contractor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 28. PROHIBITION OF CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:** To the extent that Texas Government Code, Chapter 2270 applies to the contract, the Contractor certifies it does not and will not, during the performance of the contract, boycott Israel. Contractor acknowledges the Contract may be terminated if this certification is inaccurate.
- 29. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING:** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in the contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- 30. CERTIFICATION REGARDING BUSINESSES WITH CERTAIN COUNTRIES AND ORGANIZATIONS:** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The contractor acknowledges the contract may be terminated if this certification is inaccurate.
- 31. CONFLICT OF INTEREST:** By executing the contract, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The College or The College Board of Trustees, nor any employee, or person, whose salary is payable in whole or in part by The College, has direct or indirect financial interest in the award of the Contract, or in the services to which the Contract relates, or in any of the profits, real or potential, thereof.
- 32. HEADINGS:** The headings used herein are for convenience only and do not constitute substantive matter to be considered in construing its terms.

**EXHIBIT A**  
**EXECUTION OF PROPOSAL**

**By signature hereon, the respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent 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 antitrust 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 proposal, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Bidder as defined in Texas Government Code, Sec. 2155.444 and Texas Administrative Code, Title 34, Part 1, Chapter 20, Sec. 20.38.

Under Section 2155.004, Government Code, the Contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response.

Respondent agrees that any payments due under this 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.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the respondent and to bind the respondent under any contract resulting from this proposal.

**RESPONDENT (Company):**

\_\_\_\_\_

**TEXAS IDENTIFICATION NUMBER (TIN):** \_\_\_\_\_

**SIGNATURE (INK):** \_\_\_\_\_

**DATE:** \_\_\_\_\_

|

NAME (PRINTED) \_\_\_\_\_

TITLE: \_\_\_\_\_

STREET: \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE AND E-MAIL: \_\_\_\_\_  
\_\_\_\_\_

In the case of a tie between two (2) or more respondents, Laredo College will draw lots to break the tie.

**\*\*RESPONDENTS MUST COMPLETE AND RETURN THIS SECTION WITH THE PROPOSAL.  
FAILURE TO DO SO MAY BE GROUNDS FOR REJECTION OF PROPOSAL.\*\***

**EXHIBIT B**  
**NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "Respondent"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the College or any employee thereof, or any person, firm or corporation under contract with the College whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said the College, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or the College.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

**CONFLICT OF INTEREST**

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the College, nor any officer, employee, or person, whose salary is payable in whole or in part by the College, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_.

My commission expires: \_\_\_\_\_

**THE EXECUTION OF OFFER AND NON-COLLUSION AFFIDAVIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SUBMISSION. FAILURE TO SIGN AND RETURN THESE DOCUMENTS WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.**

