



# Laredo College

## REQUEST FOR PROPOSALS (RFP)

**RFP NUMBER:** 24-1120

**RFP MUST BE DELIVERED BY:** Thursday, January 9, 2025 at 3:00 p.m.

**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 Campus  
Purchasing Department Building  
P-49

**RFP WILL BE OPENED:** Thursday, January 9, 2025 at 3:15 p.m.  
Purchasing Office (Building P-49) Conference Room

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

### **"Electricity Supply Contract for all College Meters and Facilities"**

**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  
1 West End Washington Street  
Laredo, TX 78040**

**All requests for additional information regarding the specifications should be emailed to:**

**Miguel A. Rangel**  
**Email:** [miguel.rangel@laredo.edu](mailto:miguel.rangel@laredo.edu)  
**Phone number (956)721-5126**

(If the proposer does not have an existing broker contract with Marco A. Arredondo, Inc., please provide one to the email listed above as soon as possible to avoid contractual delays.)

## **PURPOSE**

The purpose and intent of this Request for Proposal is to solicit proposals for an Electricity Supply Contract for all Laredo College Meters and Facilities Services. 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.

### **I. Scope of Work Requirements**

- A.** The College is an educational institution providing quality learning services. The College's Accounting Office is directly responsible for overseeing payments and addressing billing issues.
- B.** Key objectives for this group are to minimize energy costs across all campuses and to maintain a close working relationship with the energy supplier.
- C.** The College is issuing this Request For Proposals (RFP) to purchase electricity for all of the College's meters and facilities.
- D.** The College is issuing this RFP to all qualified REPs to satisfy purchasing requirements, including those dictated by the State of Texas.
- E.** The College's current contract will expire on the first-meter read date in March 2025 for each individual account.
- F.** Within the College, approximately 42 sites currently require electric service.
- G.** The 44 sites include buildings and lighting facilities along with other various facilities.
- H.** An itemization of all ESID numbers will be provided, along with the energy use history.
- I.** All proposers will be provided with detailed electricity use history from Marco A. Arredondo, Inc. Please send your requests to [maa@arredondoinc.com](mailto:maa@arredondoinc.com).
- J.** The usage details are consistent with typical energy usage.
- K.** The College seeks REPs that are prepared to work in a close working relationship while providing the ongoing supply of electricity.
- L.** Factors that are likely to influence the College's future energy usage include new site connections and/or changes in operation, i.e., hours of opening and/or closing.

## **TERM OF CONTRACT**

The energy contract shall be for a period of **one (1) year and up to a maximum of ten (10) years**.

## **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 24-1120**, 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.

## **II. Service Capabilities**

- A. The pricing options submitted by respondents for this RFP to supply electricity and associated services to the College must be competitively priced and offer ongoing value.
- B. Cost of electricity will be a chief determining factor for the REP that the College selects.
- C. The proposer will prepare pricing options on a unit per kilowatt-hour (kWh) basis for the ESIDs included in this RFP for one (1), two (2), three (3), four (4), five (5), and up to ten (10) year terms if possible, with a fixed price that includes all associated costs for the supply of energy to the load zone with a commencement date of March 2025. The REP will use RFP Form I to provide this information to keep the data uniform.
- D. Contracts with governmental entities in the State of Texas are required to be for one fiscal year or carry a non-appropriation of funds clause. Projecting a multi-year contract, proposers will provide a non-appropriation clause as part of their final contract.
- E. Price will include a 2 mil adder that will be paid to Marco A. Arredondo, Inc., the District's energy consultant on a monthly basis for the duration of the energy contract.
- F. The College may consider other pricing options that the proposer can offer, providing value and allowing ongoing flexibility.
- G. REPs must specify whether the supplied pricing has (i) an acceptance period and (ii) is subject to confirmation. REPs should specify the lead time required to refresh pricing requests if necessary.
- H. **Pricing must be based on the NYMEX Market closing price on January 3, 2024.**
- I. If, for any reason, a proposer cannot meet the requirements of the RFP, the proposer must indicate any deficiencies and/or differences in an addendum to be attached to the proposal form.
- J. Failure to meet the requirements will be grounds for rejecting the proposal.

## **III. RFP Retail Electric Provider (REP) Assessment Process – Step One Qualifications**

- A. The proposal review will determine the REP most capable of delivering the best overall value to the College, consistent with the requirements herein and as evidenced by the REP's past performance history in providing the type and scope of services required within this RFP.
- B. The REP's overall level of experience in retailing electricity sales within the State of Texas. References, case studies, and other verifiable documentation of experience will be utilized where

they are provided.

- C. The REP's capabilities relating to the management of their operations including corporate assets, customer base and extent of retail operations including the resources and technologies that enable them to bring value to their customer base.
- D. The pricing options submitted will be assessed in terms of matching the College's pricing requirements and will assess pricing over the total period of the proposed energy services contract.
- E. The REP's capabilities and experiences with managing the risks associated with energy supply procurement.
- F. The REP's general approach to identifying College's needs and tailoring appropriate risk management strategies will also be assessed.
- G. The REP's approach and demonstrable performance in the area of Customer Care.
- H. The REP's level of commitment to ensuring ongoing future value for the College is maximized over the life of the energy services contract.
- I. Community outreach services benefiting the College, staff, and/or its patrons.

#### **IV. Retail Electricity Provider's Pertinent Information**

- A. **Financial Viability & Experience** – provide details on the size of your organization and pertinent financial excerpts from your annual report that attest to the financial viability and strength of your organization.
- B. **Service Management & Customer Care** – provide details of any service management examples supplied to similar type customers.
- C. **Liaison Services** – provide details of any service the REP will provide with the wires company on the addition of new facilities and temporary services for construction.
- D. **Electricity Distribution** - provide details that demonstrate your company's understanding and involvement with distribution and delivery systems.
- E. **Energy Conservation** - provide examples, including financial and non-financial benefits delivered to your customers.
- F. **Community Outreach** – offers programs to the benefit of the College, staff and/or its patrons.
- G. **Sample Contract** – if you use a contract, please provide a copy of the contract that we can forward to the College's legal counsel for review; the College reserves the right to not use the REP's contract .
- H. PUC REP Certification Number.
- I. **Sample Invoice** - Accurate, timely, easily understood electricity billing, online billing access, and payment plans are an essential requirement. Provide details of your billing systems and payment plans that will ensure accuracy of pricing between your company and the College.

#### **V. RFP Retail Electric Provider (REP) Assessment Process – Step Two Select Short List**

- A. At any point, the College may ask for additionally information from the most qualified applicant to provide the College additional information for potential contract negotiations.
- B. The College reserves the right to select one or more REP's that the College deems to be fully qualified and best suited among those submitting responses on the basis of the evaluation factors.
- C. Should the College determine at its sole discretion that only one REP proposer is fully qualified, or that the nominated proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer.

- D. The next step will be to negotiate with the finalist including negotiating final price offers.
- E. If the College and the selected REP cannot agree on terms for a contract, the College shall enter into negotiations with one of the remaining REP's.
- F. The College will award and execute a contract with the selected REP in the final step of this process.

## **PUBLIC INFORMATION**

Proposer is hereby notified that Laredo College strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information. The **District** may seek to protect from disclosure all information submitted in response to this RFP 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.)*. Proposer 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**

The **Contractor** shall indemnify and hold harmless the **District**, its Trustees, Agents and Employees, from and against any and all claims, demands, and actions or causes of action of any nature whatsoever arising out of or by reason of the execution or performance of the duties and obligations of the **Contractor** under the terms of the contract. The **District** shall notify the Contractor promptly in writing of any claim or action. An indemnification agreement acceptable to the **District** shall be included in the contract.

## **VENUE**

It is understood and agreed by both the **Contractor** and the **District** that 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. Vendors 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 an 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 delivered shall be stamped with the time and date as proof they were received before the requested time and date. Proposals received after the requested time and date shall be considered late and returned unopened. If a return address is not provided, a late Proposal shall be opened only for identification purposes and then returned. If proposals are hand delivered any late proposals will be stamped disqualified. Mailed proposals will be stamped disqualified and will all be returned at the Contractor's expense.

### **SUBMISSION OF PROPOSALS**

All proposals, whether hand-delivered or mailed, are due in **individually sealed and numbered envelopes which may be placed in one box or package** endorsed **“RFP 24-1120 Electricity Supply Contract for all College Meters and Facilities.”** Proposals must be submitted by **Thursday, January 9, 2025**, before 3:00 p.m. at the **District's** Purchasing Office, Building P-49.

Contractors must submit **one (1) original sealed** proposal labeled as **original**, including **one (1) electronic proposal submitted** via USB drive. If mailed, the proposal must meet the deadline date and time.

## **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:

- A. Binder with Company Name and/or Log referencing **RFP 24-1120**
- 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
  - Sample Contract
  - Sample Invoice
- E. Completed Forms –
  - Pricing (Form I)
  - Felony Conviction Affidavits (Form II)
  - Conflict of Interest Questionnaire (Form III)
  - Vendor Certification (Form IV)
  - W- 9 (Form V)
  - References (Form VI)
  - Addendum Certification (Form VII)

## **OPENING OF PROPOSALS**

Proposals shall be publicly opened at 3:15 p.m. Thursday, January 9, 2025, at the Purchasing Office, Conference Room. It should be noted that only the names of the companies will be read publicly. Information regarding the offers will not be released until an award is made by the District.

## **RFP INTERPRETATION**

No interpretation to the meaning of the "Request for Proposal" ("RFP") or other documents shall be given orally. Every request for interpretation will be in writing, addressed to the Purchasing Director, and must be received at least ten **(10)** calendar days prior to the date fixed for the opening of the Proposal. Any and all such interpretations and supplemental instructions shall be in the form of **RFP-24-1120 "Electricity Supply Contract for all College Meters and Facilities" Page 7**

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 will also be posted in the State of Texas Electronic State Business Daily (ESBD) website <http://esbd.cpa.state.tx.us/>. 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 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 from the successful **Contractor** if the change is executed in writing and is to 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 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.

### **PURCHASE ORDER**

A signed purchase order is **required** before any purchase, work, or service is authorized by the **District**. **Contractor (s)** who engage in sending merchandise, equipment, or in work and/or services without a proper purchase order in place **will not** be compensated.



## **PAYMENT**

Payment will be made in accordance with Texas Government Code, Subchapter B, Payments and Interest, Chapter 2251.021 (b). Terms are to be 30 days net although contractor may in addition offer early payment discounts for use at the ordering member's discretion.

## **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. The purchase price;
2. The reputation of the vendor and of the vendor's goods or services;
3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the **District's** needs;
5. The vendor's past relationship with the **District**;
6. The impact on the ability of the **District** to comply with laws and rules relating to historically underutilized businesses;
7. The total long-term cost to the **District** to acquire the vendor's goods or services;
8. Whether the vendor or vendor'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
9. Any other relevant factors specifically listed in this RFP.

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.

## **Retail Electric Provider Selection Criteria**

1. Price 60%
2. Customer Service and Support 10%
3. Financial Credibility & Stability 10%
4. Consolidated Billing Reports 10%
5. Electronic Billing, History, and Access 10%

## **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 vendors 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 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm),

## **INSURANCE**

1. The contractor shall furnish a certificate of insurance showing that the contractor maintains the contractor's insurance carrier authorized to do business in the State of Texas by the State Board of Insurance. The certificate shall include a clause obligating the insurer to give five (5) days prior written notice of any material change in the insurance, including cancellation. **Failure to provide insurance within a 5-day (s) notice from the Purchasing Office will forfeit the bid. Laredo College must be named as an additional insured and a certificate holder under the insurance policy.**
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:

**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  
1 West End Washington Street  
Laredo, TX 78040**

## RFP Form I

### Electricity Supply & Associated Services (Proposal # RFP 24-1120)

#### Pricing Sheet

Directions: Please complete all pricing blanks. The start date is the first-meter read date after February 28, 2025. To ensure an “apples to apples” comparison, the pricing calculation should be based on the **NYMEX Market closing price on January 3, 2025**.

Term Months	Bandwidth (%)	Fixed Energy Price (\$/kWh) (Load Zone)
12		
24		
36		
48		
60		
72		
84		
96		
108		
120		

Note: Additional monthly terms will be considered if they provide for lower pricing

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



*Professional Utility Rate  
& Energy Consultants*

Contact Marco A. Arredondo for any  
additional information at 361-777-1335

[maa@arredondoinc.com](mailto:maa@arredondoinc.com)

**Indicate the name and telephone number of the person who has the authority to respond to any questions on your firm or your proposal.**

**Name:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

## RFP Form II

### 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 III**

## **CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<div style="border: 1px solid black; padding: 2px; text-align: center;"><b>OFFICE USE ONLY</b></div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b>    <b>Name of vendor who has a business relationship with local governmental entity.</b> </div> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b>    <input type="checkbox"/>    <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b>    <b>Name of local government officer about whom the information is being disclosed.</b> </div> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; vertical-align: bottom;">           _____            Name of Officer         </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b>    <b>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.</b> </div> <div style="border: 1px solid black; height: 150px; margin-top: 10px; padding: 10px;"> <p style="text-align: center;">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 style="text-align: center;">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> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>5</b>    <b>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.</b> </div> <div style="border: 1px solid black; height: 50px; margin-top: 5px;"></div>		
<div style="border: 1px solid black; padding: 2px;"> <b>6</b>    <input type="checkbox"/>    <b>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).</b> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>7</b>    _____         </div> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>		
<div style="border: 1px solid black; padding: 2px;">           Signature of vendor doing business with the governmental entity         </div>		<div style="border: 1px solid black; padding: 2px;">           Date         </div>

## **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 IV VENDOR 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 vendor or vendor'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 V

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.

Print or type See Specific Instructions on page 2.	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 <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> 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. <input type="checkbox"/> Other (see instructions) ▶	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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](http://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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

## **FORM VI**

### **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 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: \_\_\_\_\_