



**REQUEST FOR PROPOSALS (RFP)**

**RFP NUMBER:** 26-0408

**RFP MUST BE DELIVERED BY:** Thursday, May 07, 2026, at 3:00 p.m.

**MANDATORY WALKTHROUGH:** Tuesday, April 28, 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:** Thursday, May 07, 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”**

**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 provide all labor, materials, equipment and supervision necessary to complete the project in a specified time frame. The fence will run for approximately 800 linear feet and should be 5 foot in height. 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 attend the mandatory walkthrough meeting.
- b. The **Contractor** must be licensed and/or authorized to do business in Texas and have a least **five (5) years** of related experience.
- c. 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.
- d. Contractor's qualifications must be included as exhibit I in the proposal.
- e. 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. Other relevant experience with clients other than Texas public entities, which indicates comparable expertise and resources are available.
- 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**

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 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 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 a **sealed package** endorsed “**RFP 26-0408 LC S. Campus Fence Project**” Proposals must be submitted by **Thursday, May 07, 2026**, before 3:00 p.m. at the **District's** Purchasing Office, Building P-49.

Contractors must submit one **original seal** proposal and one **electronic proposal submitted** via USB drive. If mailed, the proposals 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 26-0408**
- 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)
  - **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. **Thursday, May 07, 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. 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. The purchase price;
2. The reputation of the contractor and of the contractor's goods or services;
3. The quality of the contractor's services.
4. The extent to which the services meet the **District's** needs;
5. The contractor'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 contractor's services;
8. 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
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.

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

**INSURANCE**

1. Contractor shall furnish a certificate of insurance showing that the contractor maintains contractor’s insurance carrier authorized to do business in the State of Texas by the State Board of Insurance. Said 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 bid. Laredo College must be named 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,



# **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 **800 linear feet of 5-foot-tall wrought iron fence**, designed to match the style and appearance of the existing fence on site.

#### **3. 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

#### **4. Materials**

- Wrought iron fence panels, 5 ft height, matching existing design (including picket spacing, rails, and decorative elements)
- Steel posts (spacing typically 6–8 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

#### **5. Fabrication**

- Fabricate fence panels and components to match existing fence style, dimensions, and detailing
- Ensure consistency in height, spacing, and ornamental features
- Shop drawings may be prepared for approval prior to fabrication (if required)

#### **6. 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 800 LF
- Adjust for grade changes as necessary (racking or stepping method)

#### **7. Gates (if applicable)**

- 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

#### **8. Finishing**

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

#### **9. Quality Control**

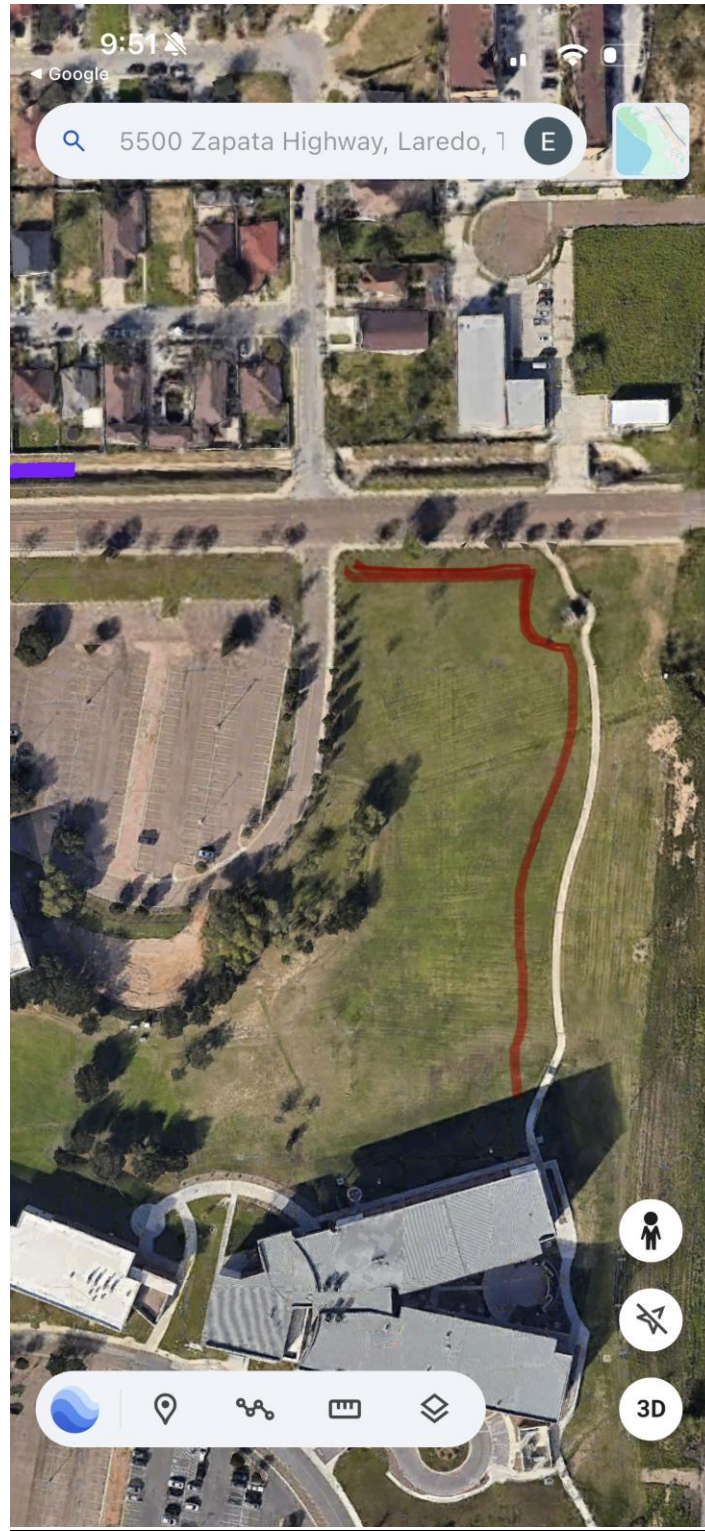
- Verify fence alignment, spacing, and structural stability
- Ensure installation matches existing fence in design and finish
- Conduct final walkthrough with client

#### **10. Cleanup**

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

## 11. 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><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>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <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.)</p>	
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p><b>4</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.</p> <p style="margin-top: 20px;">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="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p style="margin-top: 10px;">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="margin-left: 100px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p>	
<p><b>5</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.</p>	
<p><b>6</b> <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).</p>	
<p><b>7</b></p> <p style="text-align: center;">             _____              Signature of vendor doing business with the governmental entity         </p> <p style="text-align: right; margin-right: 100px;">             _____              Date         </p>	

**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.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

		-									
--	--	---	--	--	--	--	--	--	--	--	--

**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.

**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](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:

- 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: \_\_\_\_\_

**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**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Approved as to form:

\_\_\_\_\_  
Attorney for Obligee

\_\_\_\_\_  
**Surety**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
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.



**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