Laredo College invites qualified individuals and firms to submit proposals to provide Executive Search Services

Issue Date: 06/14/2021

Proposals must be submitted to:
Director of Purchasing
Bldg. P49, Room 101
West End Washington St.
Laredo, TX 78040

Deadline for submission of proposals:
07/14/2021 at 3:00PM CST
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INTRODUCTION

Intent and Scope of Work
The Laredo College Board of Trustees (hereinafter, "College"), is seeking the services of a single contractor qualified to conduct a national search for the position of President who will lead the institution (hereinafter, "applicants"). This position is a 12-month, full-time position with an ideal start date in January 2022. Qualified, interested individuals and firms are invited to submit a written proposal in accordance with the specification and guidelines set forth in the Request for Proposals (the "RFP"). Proposal #21-0604. The scope of work is further defined in PART III of the RFP.
The College reserves the right to accept or reject any and all proposals, waive any formalities in the proposal process and award proposals in a manner most advantageous to the College and to negotiate with any providers as deemed advisable or necessary for the best interest of the College.

College Background Information

Our History

Heading down Washington Street in downtown Laredo toward Laredo College’s original campus takes you back in time to Laredo’s early days. Nestled on the banks of the Rio Grande, the 200-acre site traces its history back to 1849, when Camp Crawford was established to protect Laredo’s frontier. It was later renamed Fort McIntosh, in honor of war hero Lieutenant Colonel James McIntosh.
Since 1947, the old fort has been home to the city’s oldest institute of higher education.
At the end of World War II, the Laredo Independent School District created Laredo Junior College in 1947 on the site of historic Fort McIntosh to prepare returning soldiers for America’s new workforce. With 13 junior college sophomores achieving their associate in arts diplomas, that first year was the beginning of a long tradition of higher education in Laredo.

Today, the college is a two-campus district serving the diverse needs of a growing community. The downtown Fort McIntosh Campus maintains its historic origins, while history begins anew at our South Campus in South Laredo, with contemporary architecture and the latest technology, which opened in the spring of 2004. Our two campuses serve more than 12,000 students each year through a variety of affordable academic programs, technical and vocational programs, non-credit community interest courses, and adult education courses that help area adults obtain English skills, job skills or a General Educational Development diploma. Both campuses serve a three-county area composed of Webb, Jim Hogg and Zapata counties.

Fort McIntosh Campus

At the Fort McIntosh Campus, many classes and offices are housed in the same buildings that once housed military troops. Located on 200 acres at the western edge of Laredo, the fort was established as Camp Crawford in March 1849 near the point of an old Spanish and Indian River crossing. By 1850, the fort was renamed in honor of Lieutenant Colonel James Simmons McIntosh, a hero who lost his life after the Battle of Molino del Rey.
Fort McIntosh was one of a series of forts along the frontier named in honor of fallen officers in the Mexican-American War. Streets running throughout the campus also honor fallen heroes, presidents, fort commanders, officers, and soldiers. The military buildings and the fort itself are archaeological landmarks listed on the National Register of Historic Places.

More recently, other campus buildings have honored military heroes, such as the Maravillo Gymnasium, named for Cpl. Quintin Maravillo, the first Laredo Junior College student to die in the line of duty in World War II. Also, the original post chapel recently was named for Private David B. Barkeley Cantu, the first Hispanic soldier to be awarded the Medal of Honor for his actions during World War I.

Once the college district was created, it quickly grew into the premier location for higher education in the region. By 1967, a campus master plan was developed and construction of new buildings was necessary to meet the demands of a growing community. From this plan developed a slew of modern facilities, including a math and science building, a first-class library, nursing and allied health classrooms, and facilities for business education, criminal justice and physical education. A vocational building opened in the spring of 1973, a college student center followed in April of 1974, and by 1978, a new learning center opened.

Recent history saw the name of Laredo Junior College change to Laredo Community College in 1993, and then again to Laredo College in 2018. The new millennium brought the construction of world-class facilities such as the Joaquin G. Cigarroa Science Laboratory, the Lamar Bruni Vergara Environmental Science Center, and the Guadalupe and Lilia Martinez Fine Arts Center. In addition, since 2010 the College has invested more than $193 million for construction and infrastructure projects at both the Fort McIntosh and South Campuses. Some of the most notable projects include, the construction of the Lewis Energy Academic Center and Visual and Performing Arts Building at the Fort McIntosh Campus, as well as the construction of the College of Health Sciences Building at the South Campus.

South Campus

In 2000, 83 percent of Laredo voters approved a bond for the construction of a new campus in Laredo’s southern region. Four years later, the affectionately named “South Campus” opened with great fanfare, sporting contemporary architecture and state-of-the-art equipment and programs. The 60-acre campus nestled near the banks of the Rio Grande contains seven buildings, including an academic and advanced technology building, a full-service library, and a state-of-the-art child development lab. Other anchor programs at the South Campus are transportation technology, where students learn the latest techniques in automotive technology and repair, and the South Texas Border Regional Police Academy, which houses the area’s first indoor firing range. The South Campus also offers core curriculum courses so students don’t have to travel between 2 campuses for their studies.

Additional information on Laredo College may be found at www.Laredo.edu
Schedule:

Release of RFP: 06/14/2021
Last Day for Submission of Inquiries 06/29/2021 by 12:00 noon CST
Addenda & Posting of Responses to Inquiries 07/07/2021 by 5:00 PM CST
Deadline for Receipt of Proposals 07/14/2021 by 3:00pm CST
Formal execution of contract (Estimated Date) 09/01/2021
Contract Begins (Estimated Date) 09/06/2021
Contract Ends Upon completion or 8/31/2022, whichever is first

PART I- PROPOSAL REQUIREMENTS

1.0 Instructions to Proposers

1.1 College contact
The department responsible for this RFP is the Purchasing Office located, at P-49, Room 101, West End Washington St., Laredo TX, 78040. The contact for this RFP is Maria I Royster, Director of Purchasing, telephone (956) 721-5126; email: maria.royster@laredo.edu
All questions, prior to award, must be directed to Maria I Royster, Director of Purchasing at maria.royster@laredo.edu

1.2 Questions
Questions concerning this RFP must be submitted in writing to Laredo College contact named in section 1.1 above.

1.3 Forms of Proposal and Method of Submission
All written proposals must be submitted via mail or hand delivery in one (1) original hard copy, nine (9) copies and one (1) electronic format (i.e. CD or flash drive). Proposals must be received by the deadline for submission of proposals in a sealed envelope clearly marked with the firm name, return address, the RFP number and the closing date and time. Proposals not submitted as instructed will not be accepted. Amendments to proposals, once filed, may only be submitted in a properly-identified, sealed envelope, prior to the date and time for submission of proposals.

1.4 Receipt of Proposals/Late Proposals
It is the sole responsibility of the proposer to ensure timely delivery of its proposal to Laredo College. Laredo College will not be responsible for the failure of service on the part of the U.S. Postal Service, Courier Company or any other mode of delivery chosen by the proposer.

1.5 Accuracy of Proposal/Withdrawal of Proposal Prior to Deadline for Submission
Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing at any time prior to the hour of closing.
1.6 Disclosure
Proposers shall note any and all relationships that might be a conflict of interest and include such information with the proposal.

1.7 Costs for Responding
All costs(s) directly or indirectly related to preparation of a response to the RFP, and any oral presentation required supplementing and/or clarifying a proposal shall be the sole responsibility of and shall be borne by each proposer.

1.8 Proposer Response, Proprietary Information and Disposition of Proposals
Information provided in proposer's response to this RFP will be held in confidence and will not be revealed and discussed with competitors. All material submitted becomes the property of Laredo College and may be returned only at the College's option. Proposals submitted become the property of Laredo College and may be reviewed and evaluated by any person except for the proposer’s competitors at the discretion of the college. Selection or rejection of the proposal does not affect this right.

2.0 Required Format and Content of Proposal

2.1 Cover Letter
The cover letter must be submitted on letterhead and signed by an individual authorized to legally bind the offer. It shall include:
• A statement summarizing the proposer's understanding of the work to be performed and
• A statement accepting financial responsibility for any expenses incurred in the preparation of the proposal, including travel expenses for oral presentations (if required), and proposer's interviews.

2.2 Additional Required Documentation
You must provide a signed Appendix 1 "Felony Conviction Notification" form along with other documents and information detailed in this RFP.

2.3 Proposer Qualifications
• A detailed listing of experiences working with colleges, particularly community colleges.
• Detail of the qualifications of the individuals(s) or firm proposing to provide the direct services outlined and their prior experience.
• A detail of all costs associated with the proposed services (note that the college intends to make all travel arrangements for all candidates selected for interviews).
• A list of references, not to exceed four institutions, of higher education institutions.

2.4 Executive Summary and Proposal Overview
• Proposer’s principal address and the satellite office(s) from which services under the contract will be conducted. Provide contacts for person(s) principally responsible for this account.
• Condense and highlight the contents of the full proposal in such a way as to give the evaluation committee a complete understanding of the firm’s proposal.

2.5 Services Defined
Fully describe the services your firm will provide to Laredo College and your firm’s delivery method for those services.

2.6 Timeline
Outline your firm's time line for services to be provided.

2.7 Rates and Charges
Provide a complete list of rates and charges for each proposed service, as well as summary costs. State the terms and methods of payment.

3.0 Evaluation
The Laredo College Board of Trustees will score and rank responses to the RFP as noted below:
25% - Experience, Reliability and Expertise
25% - Pricing and Cost Consideration
50% - Operating Approach/Method of Performance including recruitment, search, outreach and selection process

PART II- CONTRACT TERMS AND CONDITIONS

1.0 Applicability
These terms and conditions are applicable to and shall form a part of any contract executed pursuant hereto.

2.0 Term of Contract and Option to Renew
• The effective date of the contract shall be the date the contract is executed. Service is anticipated to commence on or before, September 6, 2021.
• This contract shall have an initial term ending on successful acceptance by a qualified applicant or August 31, 2022 whichever is first. Extension of contract may be approved by the Board of Trustees if necessary.

3.0 Compensation and Method of Payment
The contractor shall be paid in accordance with acceptable rates and satisfactory performance according to standards within Laredo College’s Request for Proposal.

4.0 Laws, Statutes, and Other Governmental Requirements
Among others, this contract is subject to and governed by Texas Education Code, Texas Administrative Code and Texas Government Code. Therefore:
• The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.
• The contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto, shall be the responsibility of the contractor.

5.0 Conflict of Interest
No contract for the purchase of Personal Property or Service shall be awarded to any vendor where the contract would violate the applicable state laws regarding conflicts of interest by elected or appointed public officers. Neither Laredo College trustees, employees, nor their spouses, shall accept gifts or entertainment from vendors of the College. The College shall not do business with any of its trustees, employees, or their spouses except as allowed otherwise by applicable law.

6.0 Extra Contractual Services
Laredo College reserves the right to purchase services of a related or similar nature and kind from the contractor. Such services, if purchased, shall be on an as needed basis at contractor’s then prevailing prices; provided, however, that such prices are deemed reasonable by Laredo College.

7.0 Indemnification
The contractor shall save and hold harmless and indemnify Laredo College against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the contractor. Contractor hereby assumes full responsibility for the character, acts and conduct of all persons employed by contractor. This clause shall survive the cancellation of any Request for Proposal, the award of a contract to the contractor as result of such Request for Proposal, and the termination of any such contract, until the period for which the contractor is determined to be liable in accordance with local, state or federal statutes or regulations.

8.0 Insurance Requirements
Contractor shall procure and maintain at its own expense the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be written by insurers acceptable to Laredo College.
• General public liability insurance covering all duties, services, or work to be performed under the contract; for contracts up to $100,000, insurance shall provide limits of $1,000,000 each occurrence, $500,000 products/completed operations aggregate, $500,000 personal injury liability, $50,000 property damage liability, $5,000 medical payments coverage, $1,000,000 policy aggregate.
• Automobile liability insurance $250,000 per person, $500,000 per accident for bodily injury, and $100,000 per accident for property damage.
• The contractor shall maintain Workers Compensation Insurance providing the statutory benefits for the State of Texas and employer’s liability in the amount of $1,000,000 for each person, $1,000,000 in the aggregate and $1,000,000 for each person for occupational disease.
• The contractor shall maintain Comprehensive Crime Policy for contractor employee theft of college assets in the amount of $1,000,000 each occurrence; $1,000,000 annual aggregate.
• The contractor shall maintain professional liability policy in the amount of $5,000,000.
• Laredo College shall have no responsibility of liability for such insurance coverage. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the College. All of these required policies must include a Waiver of Subrogation in favor of Laredo College, its trustees and employees.
• Contractor shall submit a properly endorsed Certificate of Insurance by no later than the tenth (10th) day after execution of the contract and prior to any payment being made to, or work performed by, the contractor. Each policy of insurance shall provide for thirty (30) days’ notice of cancellation to Laredo College and shall name Laredo College Board of Trustees as additional insured.

9.0 Contract Not a Guarantee of Purchase
This contract is not a guarantee of purchase. Purchases shall be made subject to fund availability, budgetary concerns, and other matters affecting, or which may affect, the procurement of services hereunder.

10.0 Non-A appropriation
This contract shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. In the event that funds are not appropriated, the contractor shall not prohibit or otherwise limit Laredo College’s right to pursue and contract for alternative solutions and/or remedies as deemed necessary by Laredo College for the conduct of its affairs.

11.0 Termination for Convenience
Either party may terminate this contract by providing the other party with a thirty (30) day written notice. In the event of such termination by the contractor, the contractor shall either perform all approved work or shall reimburse Laredo College for payments already made to the contractor by Laredo College; such reimbursement must be acceptable to Laredo College and shall be made within thirty (30) days of contractor’s notice to terminate.

12.0 Termination for Cause
Termination by Laredo College for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions. Furthermore, neither termination costs to be paid by Laredo College, nor thirty (30) day written notice shall apply to a termination for cause.

13.0 Default on the Part of the Contractor
The Board of Trustees may terminate this contract for non-performance, as determined by the College for such causes as:
• Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor, which in the opinion of the College is not in its best interest, or failure to comply with the terms of this contract.
• Failure to keep or perform, within the time period set forth herein, or violation of any of the covenants, conditions, provisions or agreements herein contained.

• Subject to section 13.0, Bankruptcy, above, adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that contractor might, during that sixty (60) days period, have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

• Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, of if a permanent receiver or trustee in bankruptcy shall be appointed for the contractor.

14.0 Suspension
Laredo College shall also have the right to suspend the contract upon written notice to the contractor. Such written notice shall state the reason(s) for suspension and allow for a period of ten (10) days during which the contractor shall be provided with an opportunity to respond to the notice of suspension, or shall undertake any reasonable remedial action required by Laredo College. If, in the opinion of Laredo College, the contractor remains in violation of this contract at the completion of the ten (10) day suspension period, Laredo College shall have the right to terminate this contract, whereupon all obligations of Laredo College to the contractor shall cease.

15.0 Attorney Fees
In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event Laredo College prevails, the contractor agrees to pay all expenses of such action, including attorneys’ fees and costs at all stages of litigation.

16.0 Severability
If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and specifications as though the invalid portion had been omitted.

17.0 Assignment
This contract nor any duties or obligations herein shall be assignable without the prior written approval of Laredo College. In the case of the death of the contractor, if a sole proprietor, this contract may be terminated at Laredo College’s discretion.

18.0 Contract Changes
No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the contractor and Laredo College, and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the contract.
19.0 Governing Law

All contracts shall be governed by and all disputes between the parties construed under the laws of the State of Texas. Any actions or remedies pursued by either party shall be pursued in the state and federal courts of Webb County, Texas only after Alternate Dispute Resolution (ADR) has been exhausted.

20.0 Entire Agreement

This contract contains the entire agreement between the parties hereto. All prior negotiations or representations, whether written or verbal, not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and signed by both parties.

PART III - SCOPE OF WORK

1.0 Required Services from Contractor

The College expects to enter into a contract with the selected individual or firm for the following services:

- Assist the Board of Trustees in developing the timetable for selection of the President.
- Develop, in cooperation with the Board of Trustees, the outreach search materials.
- Develop, in cooperation with the Board of Trustees, the recruitment and outreach strategies for advertising the position and securing a sufficient pool of qualified and diverse candidates.
- Provide orientation/training and an overview of the search process for the Board of Trustees.
- Provide orientation/training and an overview of the search process and expectations of Presidential Screening Committee (PSC) members.
- Assist the Board of Trustees and PSC with the evaluation of candidates, providing evaluations of perceived strengths and weaknesses of each candidate.
- Maintain schedules and timetables for the selection process.
- Meet with the Board of Trustees and PSC, as needed, to move the process through completion.
- Provide information, materials and support to the Board of Trustees and PSC members, as needed.
- Maintain confidentiality of communications with candidates, the Board of Trustees, and the PSC.
- Provide other services agreed to in the contract.

2.0 College Services

The College will provide the following services, at its expense, to assist in the search process:

- Provide information for the design and production of the outreach brochure describing the College, the position, and the desired candidate profile.
- Utilize existing Laredo College website to assist in promoting awareness of the vacancy.
- Make and coordinate travel arrangements of the interviewees if this is negotiated as part of the contract for services.
- Provide a single point of contact to the Provider.

The selected individual or firm will provide all relevant information about potential candidates to the Board of Trustees and the PSC Committee. All candidate materials remain the property of Laredo College.
FELONY CONVICTION AFFIDAVIT

I, the undersigned agent for the “vendor” name below, certify that the information concerning notification of felony conviction has been reviewed by me and that the following information furnished is true to the best of my knowledge.

Vendor’s Name: ______________________________________________

Authorized Company Official’s Name (Printed): _________________________

A. Vendor is a publicly held corporation; therefore this reporting requirement is not applicable.

Signature of Company Official: _______________________________________

B. Vendor is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _______________________________________

C. Vendor is owned or operated by the following individuals who have been convicted of a felony.

1. Name of Felon:  ________________________________________________

Details of Conviction:  _______________________________________________

2. Name of Felon:  ________________________________________________

Details of Conviction:  _______________________________________________

Signature of Company Official: _______________________________________

____________________________________
# Appendix II

## Conflict of Interest Questionnaire

**CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1. Name of vendor who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3. Name of local government officer about whom the information is being disclosed.
   
   Name of Officer

4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

   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?

   - [ ] Yes
   - [ ] No

   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?

   - [ ] Yes
   - [ ] No

5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6. Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7. Signature of vendor doing business with the governmental entity
   
   [Signature]
   
   Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015