REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)

RFCSP NUMBER: 22-0110

PROPOSER'S CONFERENCE: Thursday, March 10, 2022 at 3:00 p.m.
P-49 Purchasing Building, Conference Room.
Fort McIntosh Campus

RFCSP MUST BE DELIVERED BY: Wednesday, March 30, 2022 at 3:00 p.m.

RFCSP MUST BE MAILED TO: Laredo College
Ms. Maria I Royster, Purchasing Director
1 West End Washington Street
Laredo, Texas 78040

RFCSP MAY BE HAND DELIVERED TO: Laredo College Campus
Purchasing Department Building P-49

RFCSP WILL BE OPENED: Wednesday, March 30, 2022 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:

“Laredo College Fort McIntosh Campus Paving Project”

All proposals should be mailed or hand delivered to:
Laredo College
C/O Ms. Maria I. Royster
Director of Purchasing
Building P-49 Room 101
1 West End Washington Street
Laredo, TX 78040

RFCSP-22-0110 “Laredo College Fort McIntosh Campus Paving Project”  Page 1
PURPOSE

The purpose and intent of this Request for Proposal is to solicit proposals for Laredo College Fort McIntosh Campus Paving Project. The paving projects are scheduled for different types of repairs, including repaving, pothole repairs, and sealcoating. The awarded Contractor must inspect and assess the conditions of the College’s Fort McIntosh campus parking lots, streets, and recommend the appropriate solution for the repairs. All information contained in this RFCSP 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 RFCSP.

PROPOSER'S CONFERENCE:

A proposer’s Conference will be held Thursday, March 10, 2022 at 3:00 p.m. at the Purchasing Building P-49 Conference Room. The meeting will start promptly at 3:15 p.m. For more information, contact the Purchasing Office at (956) 721-5111.

LAREDO COLLEGE CAMPUS PAVING PROJECT

Asphalt Parking Lot & Street Project

Restoration, Repair, Re-Paving & Stripping/Curb Painting

Ft McIntosh Campus

GENERAL SCOPE OF WORK / OVERVIEW OF REPAIRS NEEDED

I. Inspection & Preparation (Parking lots, Streets & Curbs)

1. Inspection:
   a) Contractor shall do a complete and though inspection of the college’s campus parking lots and campus streets for conditions on all asphalt surfaces such as: deterioration, cracking, potholes, porosity, grease spots, loose gravel, etc.;
   b) Contractor inspect condition/fading of all the painted areas: striping, parking spaces, handicap areas, crosswalks, stenciling, no parking zones, etc.;
   c) Contractor shall inspect conditions of speed bumps where it be built up asphalt or rubber;
   d) Contractor shall do inspection of all curbs for condition, damage and fading paint (at no parking, fire zones, loading zones, etc.).

2. Preparation (Key step in repairing, sealing, relaying & painting asphalt):
   a) Contractor shall sweep, clean and/or vacuum all parking lots and roads for: dirt, loose gravel and loose asphalt prior to commencing the asphalt sealing and/or repairs;
   b) Contractor shall apply degreaser and pressure wash with a commercial pressure washer to remove automotive oil & grease spots;
   c) Potholes shall be saw-cut at least one foot out from the pothole (in a square or rectangular shape depending on the configuration of the pothole.) Debris shall be hauled off and disposed of. The saw cuts shall be deep enough to reach gravel sub base level. Gravel sub base shall be a minimum of 4 – 6 inches. Asphalt shall be a minimum of 4.5 to 5 inches thick.
   d) If the saw cutting finds that no gravel sub base exists or has eroded away, then further excavation needs to be done to reach soil level. In this case(s) a new sub base gravel or dense-grade aggregate of a minimum of 6 inches needs to be applied prior to the repairs and /or the

RFCSP-22-0110 “Laredo College Fort McIntosh Campus Paving Project”  Page 2
II. Parking Lots and Street Crack Sealing

If upon inspection of parking lots and streets contractor finds cracks are prevalent, this can lead to more severe problems like potholes, deterioration and even **pavement failure**. Contractor shall seek out parking lot and street areas (in the Fort McIntosh Campus) and examine the root cause and/or causes of the cracking, then make proper repairs to make sure they do not come back. If the parking lot and/or street cracking is severe to the point of the asphalt chunking or crumbling, then contractor shall grind out these severe cracking sections and put down a new asphalt surface as needed. Preparation for this new asphalt shall be as suggested in Paragraph I, Section 2.

III. Pothole Repair

**Potholes** are a major problem in the Laredo College parking lots and streets. They damage student, visitors and staff cars, and can cause safety concerns.

1. **Seek and Identify potholes:**
   Contractor shall seek out these potholes and shall proceed to use the best practices to repair potholes of any size.

2. **Repairing Potholes:**
   Possible example of the repair could be to completely saw cut the pot hole and re-pave it to same grade as the final parking lot level on completion of the area repair, preparation shall be per Paragraph I.2.c) & d).
   In chronic areas, such as entrances to parking lots of City streets, contractor may opt to install concrete as a possible option for a permanent repair. Contractor shall consult on selection of these options with Laredo College’s Physical Plant Superintendents.

IV. Sealcoating

Some parking lot and streets, upon inspection, may be determined to be in fairly decent condition. In these instances the parking lots and streets maybe candidates for **sealcoating** to protect them from future potholes and cracks. Sealcoating extends the durability of parking lot from UV rays, water intrusion, and other harmful factors.
Contractor shall inspect Laredo College campus lots and streets for these “decent condition” areas and recommend and include in the bid the option of sealcoating these areas.
Contractor shall prepare the areas to be seal coated per Paragraph I.2. a) & b).

V. Resurfacing

On parking lots and streets with severe damage from cracks and overall asphalt failure, Contractor shall seek out these areas in the Laredo College Campus lots and streets assess the damage and determine the best **resurfacing** option.
Contractor shall include any and all options up to and including removal, inspection of the subbase and re-laying the sub base and/or resurfacing the asphalt in that particular area of the parking lot or street per Paragraph I.2.c) & d)

As mentioned on Paragraph I.2.c) & d), full-depth asphalt for Laredo College parking lots on an excellent subgrade should be a minimum of 4.5 – 5 inches thick. For parking lot and parking lot streets in areas of...
heavy use such as entrances off city streets aggregate and hot-mix asphalt, should have total depth of at least 9 - 10 inches. The aggregate-to-asphalt ratio will depend based on best industry practices.

Contractor shall consult on selection of these options versus concrete slabbing with Laredo College’s Physical Plant Management.

VI. Water Drainage and Water Drains

Excess water is damaging for parking lots without proper drainage set up. Contractor shall investigate areas where there are drainage issues at the Laredo College parking lots and streets and shall recommend the appropriate water drainage solution for that parking lot or parking lot area(s) or street to insure the pavement stays at its best. Contractor shall also inspect all existing drains in Laredo College Fort McIntosh campus parking lots and streets for integrity and function, and shall repair the asphalt around each drain. And, if necessary or needed, contractor shall install concrete around such drains.

VII. Striping and Painting

When the asphalt repair, sealcoating and/or resurfacing is complete Contractor shall restripe all parking lot stripes, street stripes, handicapped striping, curb painting, no parking, etc. as needed. The restriping shall be of a high-quality pavement marking paint and of the proper colors to ensure the parking lot is up-to-date with the required city standards, including ADA compliance.

VIII. Attachments included to be part of these specifications:

1. Guide maps for Laredo College Fort McIntosh campus marked up indicating priority parking lots designated with letter signage considered to be high use with issues and damage. (Possible major repair candidates.) Pages 5 thru 6.
2. Guide maps for Laredo College Fort McIntosh campus marked up indicating lower priority parking lots also designated with letter signage considered to be less used with possible less issues and less damage. (Possible candidates to investigate for Sealcoating.) Page 5 & 6.
3. Contractor shall inspect all of these parking lots and propose the best options for the repairing, sealing, relaying & painting asphalt.
Ft. McIntosh Campus

**LC High use Parking Lots:** (7)
Need repair/resurface/restripe

- Lot Q: across from Lerma Pena
- Lot O: next to Hachars & Allied Health
- Lot N: behind Ruben Garcia
- Lot P: between West & Hachars
- Lot C: behind Memorial
- Lot A: adjacent to Lerma Pena
- Lot W: between MFA & LEAC

Army Green Concrete Lot: Overflow Access courtesy of Army

---

**LC low use Parking Lots:** (6)
Suggested future repair/resurface/restripe

- Lot D, E, & F: behind dorms & Purchasing
- Lot L & K: next to Eloy Garcia & Chapel
- Lot R: next to P-14

Army Green Lot: Overflow Access courtesy of Army
END OF PROJECT SCOPE OF WORK

NOTE: The above scope of work is for the Contractor’s convenience only. It is the Contractor’s responsibility to properly inspect and provide pricing to complete this project.

TERM OF CONTRACT

The contract shall be for the period of one (1) year. Contract may be extended on a year-to-year basis by agreement of both parties, provided that the total term of the contract shall not exceed two (2) years.
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 insure uniformity of all proposals. Proposals maybe 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 RFCSP 22-0110, including the specifications, terms and conditions.

PROPOSAL OF CONTRACTOR

The District may make such investigations as deemed necessary to determine the Proposal and ability of the Contractor to perform in accordance with this RFCSP. 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. Proposal- Company Background and History
   a. The Contractor must be licensed and/or authorized to do business in Texas and have a least Five (5) years of related experience.
   b. A description of general background, experience, and credentials of the Contractor shall be furnished. Previous relevant experience should be mentioned, specifically any services performed on other College campuses or public entities.
   c. The Contractor shall possess all permits, licenses and professional credentials necessary to perform services as specified under this RFCSP.
   d. List of similar projects with references. (Form VI).

2. Service Capabilities
   a. Contractor must own the appropriate equipment to perform services.
   b. The degree of relevant construction experience of the Proposer with other Texas Colleges and/or Texas public entities.
   c. Other relevant construction experience with clients other than Texas public entities, which indicate comparable experience and resources are available.
   d. Contract must ensure skilled, licensed, fully trained and experience personnel. Helpers and apprentices shall be under full and constant supervision.
e. Contractor must abide by universal safety standards and practices regulated by the City of Laredo and State of Texas guidelines.

f. Contractor must disclose any additional fees associated with the project.

g. Provide consultation and advice to the College District during construction work as needed.

h. Schedule and attend progress meetings.

i. Report to the College on the progress of the work with a written summary of work performed in that time period providing project schedule updates and forecasting future work and project completions, including inspector reports.

j. The **Purchase order** will serve as yearly service agreement.

k. Contractor must provide a time line for the completion of this project.

l. Contractor’s plan to have one point of contact between Contractor and the College.

**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 RFCSP 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 RFCSP, 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.

**DELINQUENCY IN PAYING CHILD SUPPORT**: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in Article 6 of the Uniform General Conditions.

BONDS (Performance and Payment): The contractor must provide a certificate of coverage to the District prior to being awarded the contract. Proposer may be disqualified for not providing this required document. In accordance with Government Code 2253.021 Performance and Payment Bonds required, a governmental entity that makes a public works contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

- A performance bond if the contract is in excess of $100,000; and
- A payment bond is required for contracts in excess of $25,000.00
- The performance bond is in the amount of the total contract price.
- Bond must be provided by a Treasury-listed corporate Surety authorized to do business in the State of Texas.

A bond required by this code must be executed by a corporate surety in accordance with Section I, Chapter 87, Acts of the 56"" Legislature, Regular Session 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with the District, must be made payable to and its form must be approved by the District. The successful bidders shall submit the required bonds when a contract is made and BEFORE the contractor begins work.

CHANGE ORDERS
Project change orders are valid only when issued in writing via a fully executed purchase order.

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. This Request for Proposals does not obligate the District to award a contract for any of the projects or to reimburse any cost associated with the preparation of any proposal.
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.

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 “RFCSP 22-0110 Laredo College Fort McIntosh Paving Project” Proposals must be submitted by Wednesday, March 30, 2022 before 3:00 p.m. at the District’s Purchasing Office, Building P-49. For the purposes of this proposal, the official bid clock to be used is located at the purchasing office. It is clock model Prymid 3700 Date/Time Stamp. To be considered timely, proposals must be stamped by this clock or delivered by a carrier that can verify delivery date and time.

Contractors must submit 1 original seal proposal labeled as original and 6 additional sealed copies, including 1 electronic proposal submitted via USB drive. Please note that the submission of (less than 7 proposals and 1 USB drive will render vendor disqualified). If mailed, all proposal must meet the deadline date and time.

Proposal Format

All proposals must be submitted on the format specified herein to insure 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 section listed below and in the following order:

A. Binder with Company Name and/or Log referencing RFCSP 22-0110
B. Cover Page
C. Table of Content
D. Qualification of Contractor (Please reference pages 7 & 8 of the RFCSP)
   - Proposal – Company Background and History
   - Related Paving Project Experience
   - Service Capabilities
   - Time Line
   - Letter of intent from a surety company indicating your company’s ability to bond for the entire construction cost of the project and total bonding limitation.
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)
   - Compliance Certification (Form VIII)
   - Non- Collusion Affidavit (Form IX)
   - Respondent Questionnaire - (Form X)
OPENING OF PROPOSALS

Proposals shall be publicly opened at 3:15 p.m. Wednesday, March 30, 2022, 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.

RFCSP INTERPRETATION

No interpretation to the meaning of the "Request for Proposal" ("RFCSP") 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 written addenda to the "Request for Proposal," which if issued, shall be e-mailed 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 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 RFCSP 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 Colleges’ 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.

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 Texas Government Code 2269.055, the College District shall consider:

1. the price;
2. the offeror's experience and reputation;
3. the quality of the offeror's goods or services;
4. the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
5. the offeror's safety record;
6. the offeror's proposed personnel;
7. whether the offeror's financial capability is appropriate to the size and scope of the project; and
8. any other relevant factor specifically listed in the request for bids, proposals, or Proposal.

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.
EVALUATION AND SELECTION

All proposals will be evaluated by a small in-house committee made up of the District personnel familiar with the proposed project. Interviews and/or presentations of the proposal will be request if needed.

The criteria for evaluation of proposals, and selection of the successful respondent for this award, will be based on the factors listed below:

1. The Respondent’s price proposal
   60 Points
2. The Respondent’s experience and reputation.
   10 Points
3. The Respondent’s safety record
   5 Points
4. The Respondent’s proposed personnel
   10 Points
5. The Respondent’s financial capability in relation to the size and scope of the project
   10 Points
6. The Respondent’s time frame for completing the project
   5 Points

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 RFCSP. 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 RFCSP. It is the intent of the District to award the contract within sixty calendar days from the date of the RFCSP opening.
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, RFCSP, SOQ or any contract(s), contract amendment(s), renewal(s) or change order(s) are required to complete the Form 1295 online through the State of Texas Ethics Commission website at the time the business entity Government Code §2252.908 (4d) submits the signed contract.

Additional information can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,
INSURANCE

The Contractor must provide certificate of insurance within ten (10) calendar days after notification of acceptance of the Contractor(s)’s proposal. Laredo College must be named as an additional insured on the certificate of insurance meeting all of the following requirements:

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.

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

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 Ms. Maria I Royster, at (956) 721-5126 or email maria.royster@laredo.edu. RFCSP Proposals should be mailed or hand-delivered sealed to:

LAREDO COLLEGE
C/O Maria I. Royster-Purchasing Director
1 WEST END WASHINGTON STREET
LAREDO, TEXAS 78040

RFCSP-22-0110 “Laredo College Fort McIntosh Campus Paving Project”  Page 16
## Form I Pricing

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
</table>
| **Fort McIntosh Campus**  
  Inspection, Preparation & Repairs of (Parking Lots, Streets, Curbs Sides, Striping and Painting)  
  The Pricing Form should be based on the unit cost for the following.  
  Note: Attach a detailed list of the following:  
  1. Area square footage cost  
  2. Specify types of materials  
  3. Thickness of materials applied to parking lot surface  
  Specify Warranty on materials and labor ____________  
  Months / Years | $   |
| **Total Cost**                                                              | $   |
RFCSP 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 are required on this form
# FORM III

**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 176.008, 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

   Date

Form provided by Texas Ethics Commission  
www.ethics.state.tx.us  
Revised 11/30/2015
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 or that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given to a local government officer or 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: _____ (Please include Certificate) 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: ___________________________

RFP-22-0110 “Laredo College Fort McIntosh Campus Paving Project” Page 21
## FORM VI REFERENCE SHEET

**PLEASE TYPE OR ATTACH YOUR REFERENCE LIST HERE:** (Include any public or Educational Entities you have done business with).

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Contact Person Name</th>
<th>E-mail Address</th>
<th>Phone Number</th>
<th>Type of Project Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Contact Person Name</th>
<th>E-mail Address</th>
<th>Phone Number</th>
<th>Type of Project Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Contact Person Name</th>
<th>E-mail Address</th>
<th>Phone Number</th>
<th>Type of Project Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Contact Person Name</th>
<th>E-mail Address</th>
<th>Phone Number</th>
<th>Type of Project Details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RFP-22-0110 “Laredo College Fort McIntosh Campus Paving Project”   Page 23
FORM VII  ADDENDUM CERTIFICATION

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

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

(If Applicable)

Addendum No. __________________________ Date:________________________

Addendum No. __________________________ Date:________________________

Addendum No. __________________________ Date:________________________

Addendum No. __________________________ Date:________________________

Addendum No. __________________________ Date:________________________

CERTIFICATION

Name of Firm:__________________________________________________________

Address: __________________________________________________________________

City & State: ____________________________________________________________

Telephone: __________________________________________________________________

Authorized Signature:________________________________________________________________

Typed Name of Person Submitting Proposal:

Title: ______________________________________________________________________

Date: _____________________________________________________________________
FORM VIII COMPLIANCE CERTIFICATION

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT DISTRICT'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent acknowledges and agrees that (1) this RFCSP is a solicitation for Proposal and is not a contract or an offer to contract; (2) the submission of Proposal by Respondent in response to this RFCSP will not create a contract between the District and Respondent; (3) the District has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFCSP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFCSP.

2. By signature hereon, Respondent offers and agrees to furnish to the District the products and/or services more particularly described in its Proposal, and to comply with all terms, conditions and requirements set forth in the RFCSP documents and contained herein.

3. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.

4. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

5. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.

6. By signature hereon, Respondent represents and warrants that:

   6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFCSP;

   6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFCSP;
6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

6.4 Respondent understands (i) the requirements and specifications set forth in this RFCSP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

6.5 Respondent, if selected by the District, will maintain insurance as required by the Contract;

7. All statements, information and representations prepared and submitted in response to this RFCSP are current, complete, true and accurate. Respondent acknowledges that the District will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the District immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

8. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFCSP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Proposal.

9. By signature hereon, Respondent certifies as follows:

9.1 “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

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

10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of Laredo College District, or Respondent has not been an employee of the District within the immediate twelve (12) months prior to your RFCSP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

11. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFCSP. (Texas Government Code 2155.004).

12. Respondent represents and warrants that all articles and services quoted in response to this RFCSP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
13. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

14. By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Proposal, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

Compliance Certification Signature:
Submitted by:

__________________________________ (Company Name)
__________________________________ (Authorized Signature)
__________________________________ (Print Name / Title)
__________________________________ (Date)

State of Texas

VIN No: ______________________

OR
FEI No:________________________

If a Corporation:
Respondent’s State of Incorporation:

Respondent’s Charter No:

(Street Name)

(Mailing Address)

(City, State, Zip Code)

(Telephone Number)
FORM IX

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS  §
COUNTY OF WEBB  §§

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: ____________________________________________________________
Printed Name: _______________________________________________________ 
Title: ______________________________________________________________ 
Company: __________________________________________________________ 
Date: __________________________________________________________________

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____on behalf of said bidder.

________________________________________
Notary Public in and for the State of Texas

My commission expires: ______________

RFP-22-0110 “Laredo College Fort McIntosh Campus Paving Project”  Page 28
FORM X

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to your Proposal. Please reference each response by its item number indicated below.

1. Criterion: The Respondent’s price proposal
   a. Refer to Form I, Pricing

2. Criterion: The Respondent’s experience and reputation.
   a. Provide total number of current company employees:
   b. Provide number of years your company has been in business:
   c. Are there currently or in the past five years, any judgments, claims, arbitration proceedings, claims on bonds or suits pending or outstanding against your organization or its officers? No

   If yes, explain

3. Criterion: The Respondent’s safety record
   a. Provide a copy of your company’s safety program or describe how job site safety is managed. Include safety policies which employees must follow.
   b. Have you had any OSHA fines within the last three (3) years? If yes, provide details.

4. Criterion: The Respondent’s financial capability in relation to the size and scope of the project
   a. Attach a letter of intent from a surety company indicating your company’s ability to bond for the entire construction cost of the project and total bonding limitation.
   b. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? If yes, provide details and prospects for resolution.