

CROSBY INDEPENDENT SCHOOL DISTRICT

14670 FM 2100 CROSBY, TEXAS 77532 281-328-9200

Request for Proposals

Waste Collection Services RFP #2324-0008

Request for Proposals RFP 2324-0008 – Waste Collection Services

Crosby Independent School District (the "District") is receiving proposals for Waste Collection Services, RFP# 2324-0008, as per the attached specifications. **Proposals will be accepted at 14670 FM 2100, Crosby, Texas 77532 until 2:00 pm, Thursday, November 30, 2023.**

It is not the policy of Crosby Independent School District to purchase on the basis of low proposal alone; "Best Value" being the controlling factor. The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code 44.031(b). Any exceptions to or deviations from this proposal must be stated in writing at the time of the proposal opening.

All information must be clear and concise. All required forms must be used, and all proposals are to be signed. Failure to follow these instructions could be cause for the proposal not to be accepted.

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS MUST BE SUBMITTED VIA EMAIL USING THE SUBJECT LINE "RFP 2324-0008 – WASTE COLLECTION SERVICES":

Robert Heniff
Staff Accountant – Purchasing and Payables
rheniff@crosbyisd.org

To ensure proper receipt of bid response, you must include Company Name, Bid Number, and Bid Name on outside of the delivery envelope or package.

This Bid is a firm offer which shall be irrevocable and open for acceptance for 60 calendar days (60 calendar days unless otherwise specified) from the day set for submission of bids.

DISTRICT PROFILE

Crosby Independent School District is located is located on the northeast side of Harris County, approximately 30 miles northeast of Houston. Crosby ISD serves over 6,900 children in PreK through grade 12. Crosby ISD has seven campuses that include one high school, one middle school, four elementary campuses, and a PreK/Kindergarten campus. Crosby ISD is one of the largest employers in the community with more than 800 faculty and staff.

Due Date: 11/30/2023 Time Due: 2:00 PM

1. GENERAL TERMS AND CONDITIONS

1.1. DEADLINE FOR SUBMISSION OF PROPOSALS: Responses shall be submitted at the above address no later than the time and date referenced on the Request for Proposal. The District will not accept late submissions. The District will not be responsible for lateness of receipt due to unavoidable circumstances.

- 1.2. ERRORS AND OMISSIONS: Due care and diligence have been used in the preparation of the specifications and information contained in the Request for Proposal and is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the respondent. The District and its representatives will not be responsible for any errors and omissions in the Specifications nor the failure on the part of the Proposer to determine the full extent of the exposures
- 1.3. ADDENDA TO SOLICITATION: Any additions, deletions, modifications, corrections, clarifications, or changes made to this Request for Proposal shall be processed through an addendum (the "Addendum" or "Addenda"), which will be posted on the District website and distributed to all participating respondents. It shall be the sole responsibility of each Proposer to ensure review of all Addenda issued in connection to this Solicitation prior to submitting a response. By submitting an Offer, the Proposer hereby affirms that such Offer is made in compliance with the terms, conditions, and specifications referenced within such Addenda.
- 1.4. COMPETITIVE PROCUREMENT METHOD: The procedures used by the District in awarding a contract through a competitive procurement process shall be in accordance with the procedures set forth in Texas Education Code 44.031.

1.5. CONTRACT AWARD

- 1.5.1. AWARD RECOMMENDATION: Upon evaluation of a Solicitation, the District will submit to the Crosby ISD Board of Trustees, as an Agenda Item, its recommendation for awarding a contract to the Vendor(s) whose Proposal was deemed to offer the best value to the District. Unless otherwise specified in the Solicitation, the Board of Trustees reserves the right to award to a single proposer or multiple proposers to best meet the needs of the District.
- 1.5.2. RIGHT TO ACCEPT/REJECT OFFERS: The District Board reserves the right to accept or reject any or all Offers, accept or reject all or any part of a proposal, waive any minor formalities and/or technicalities in the solicitation process, and award the contract in a manner that best serves the interests of the District. The District Board also reserves the right to No-Award or re-bid a solicitation for any reason
- 1.5.3. NON-RESIDENT BIDDERS: The District shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident underprices the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident Proposer would be required to underprice a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002
- 1.6. TERM AND ALLOWABLE RENEWALS: Unless specified otherwise, the initial Contract term shall be effective for a period of two years (the "Initial Term") beginning on the date indicated on the written contract duly executed by both parties hereto (the "Effective Date"). Thereafter, unless otherwise specified in the Request for Proposal, Purchase Order, or other resulting Agreement, the District shall have the right to renew the Agreement for a maximum of two (2) additional one-year terms, subject to the terms and conditions of the Request for Proposal, Purchase Order, and/or the executed Agreement. Unless agreed to otherwise between the parties, Contract renewals shall be evidenced in writing and executed by both parties.

1.7. PAYMENT TERMS: As allowed by Government Code 2251.021 (b), payment terms under this contract for services rendered shall be Net 30 days from receipt of Vendor's invoice. The District will consider early payment discounts. Unpaid invoices past the due date will accrue interest at a rate not to exceed that which is allowed by laws of the State of Texas. The District does not utilize Electronic Funds Transfer (EFT), credit cards or P-cards to pay for goods and services. Vendors awarded a contract as a result of this solicitation will be paid upon receipt of invoice with a district issued check.

- 1.8. INSURANCE: Awarded vendor represents and agrees that it shall provide and maintain certain insurance requirements as required by the District, including but not limited to, professional liability, general liability, automobile liability, and worker's compensation insurance in amounts that are satisfactory to the District. Upon contract award, awarded Vendor(s) shall provide the District original certificates of insurance indicating proof of any such required insurance. All such policies of insurance shall contain a provision that they shall not be cancelled or altered, nor the amount of coverage reduced, until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.
- 1.9. LIMITATION OF LIABILITY: Crosby ISD will not contractually agree to limit in any manner the District's rights to recover damages against Vendor as otherwise provided by applicable law relating to or arising from Vendor providing the goods or services made the subject of this bid. The District will seek damages to the extent authorized by the Constitution and laws of the State of Texas.
- 1.10.GENERAL LIABILITY: Crosby ISD does not waive or relinquish any immunity of defense on behalf of itself, trustees, officers, employees (paid or volunteer) and agents as a result of this solicitation and performance of the functions or obligations described in the solicitation.

1.11.INDEMNIFICATION:

- 1.11.1. To the fullest extent authorized by law, the Contractor agrees at all times to defend, indemnify, and hold harmless Crosby ISD, its trustees, officers, employees, and agents from any and all claims for damages or injuries and other losses, including but not limited to costs and attorney's fees, resulting directly or indirectly from any act or omission of Vendor's officials, employees, agents, subcontractors or volunteers arising out of the performance of this contract, whether such claims are asserted before or after termination of this contract.
- 1.11.2. The District, in accordance with the Texas Constitution, shall not indemnify and hold harmless the Contractor and its agents and employees.
- 1.12.ASSIGNMENT: No assignment of this contract or any duty or obligation of performance hereunder shall be made in whole or in part by any party without prior consent from all parties hereto.
- 1.13.PUBLIC INFORMATION: The District is a public entity subject to the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation are subject to release as public information unless the response or specific parts of the response are exempted from public disclosure under such Act. Respondents should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information before responding to this invitation.
- 1.14.EQUAL OPPORTUNITY: Crosby ISD is committed to fair and equal competition among vendors. The District does not discriminate against any otherwise qualified vendor because of the vendor's race, color, national origin, age, religion, sex, or disability.

Bid No. RFP 2324-0008 Waste Collection Services
Due Date: 11/30/2023 Time Due: 2:00 PM

1.15.RESPONDENTS FULLY RESPONSIBLE FOR COST OF PROPOSALS: The District accepts no financial responsibility for any costs incurred by the Vendor in the course of responding to a Solicitation.

- 1.16.AFFIRMATION OF AUTHORITY TO BIND INTO A CONTRACT: All Proposals submitted in response to a request originated by the District must be made by a responsible officer, employee, or agent (the "Authorized Agent" or "Respondent") authorized to bind its firm or organization into a legal contract, subject to the terms, conditions, and obligations contained in the Request for Proposal and/or Purchase Order. By submitting a Proposal, the Authorized Agent hereby acknowledges its understanding of all terms, conditions, and obligations and affirms to having authority to bind the Proposer to the obligations stated in the Request for Proposal and/or Purchase Order
- 1.17.FELONY CONVICTION NOTICE: Contractor must give advance notice to the District if the person or an owner or operator 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. The District may terminate this Agreement if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.
- 1.18.NON-COLLUSION STATEMENT: By submitting an Offer, Respondent affirms that the Respondent and Proposer's officers, employees, or agents, have not prepared its submitted Offer in collusion with any other entity participating on a Solicitation and that the contents of the Offer as to prices, terms, or conditions have not been communicated by the Respondent or any of the Proposer's officers, employees, or agents to any other person or firm engaged in this type of business prior to the official opening of the Solicitation.
- 1.19.ANTI-LOBBYING STATEMENT: By submitting an Offer, Respondent and Proposer certifies that no attempt has been or will be made by the Proposer's officers, employees, or agents to lobby, directly or indirectly, the Crosby Independent School District Board of Trustees or other Local Government Officer between the Solicitation's Submission Deadline and the date of contract award by the District's Board.

1.20. DEBARMENT OR SUSPENSION:

- 1.20.1. The Proposer who submits a Proposal on behalf of its organization hereby affirms that neither the individual nor their firm or principals of the firm are listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U.S. General Services Administration (GSA) effective as of the date of opening (proposal submission deadline) of the Proposal.
- 1.20.2. The District will use the Federal Government's System for Award Management (SAM) system managed by the GSA, found at www.sam.gov, to determine Proposer's eligibility prior to contract award.
- 1.21.TEXAS LAW REGARDING FOREIGN ORGANIZATIONS AND ISRAEL BOYCOTTS: Proposer hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State (the "Foreign Organization List"). In the event that Proposer is added to the Foreign Organization List at any time during the term of the Agreement, Proposer shall promptly provide notice to the District. The District may, at its discretion, terminate the Agreement immediately upon receipt and verification of information, by any means, that Proposer has been added to the Foreign Organization List.

Due Date: 11/30/2023 Time Due: 2:00 PM

2. SPECIFICATIONS

Vendors are cautioned to read the specifications carefully and bid only on those items that can be proven to meet or exceed the requirements for each item.

The term of this proposal shall be from January 1, 2024 to December 31, 2025 on a two-year contract with a two one-year renewal options. Prices shall be firm for the term of this contract. A completed IRS form W-9 and a certificate of insurance must be presented to the Director of Operations before the District will award a contract.

The District shall have the right to cancel this contract for any reason, at any time, with two week's written notice to the vendor/contractor. If the contract is cancelled, vendor must pick up all containers from the District by the 14th day after receipt of the written notice. All containers remaining on Crosby ISD property after 14 days will be removed and stored at owner's expense. After 30 days, containers will become property of Crosby ISD.

Contractor will supply transportation to and from the work site. The contractor will furnish all materials and equipment for the job. Only front-end dumpster loading will be acceptable for this contract. A vendor contract representative will make monthly appointments with the Maintenance Secretary or Director of Operations for service reviews.

All containers to be leak proof (no casters) and have fully closing lids. All containers must be switched out with cleaned and sanitized containers within 3 working days after an odor problem develops and the waste service is notified at no charge. Servicing company will not be liable to pick up any refuse not placed in containers except when the company fails on previous day's pick up.

Prices are requested on a per container basis so that additional units may be added during the contract period. Pick-ups will be three days a week, Monday, Wednesday, and Friday. <u>All pick-ups will be before 6:00 a.m.</u> The vendor shall keep a time chart and provide actual times schools were serviced and provide on request.

Location	Address Container Size Quantity		Service Schedule	
Crosby High School	333 Red Summit Drive	8 cubic yds	4	Mon, Wed, Fri
Football Stadium	14703 FM 2100	8 cubic yds	1	Mon, Wed, Fri
Crosby Baseball Field	333 Red Summit Drive	8 cubic yds	1	Mon, Wed, Fri
Crosby Middle School	14703 FM 2100	8 cubic yds	4	Mon, Wed, Fri
Crosby Elementary	14705 FM 2100	8 cubic yds	2	Mon, Wed, Fri
Drew Elementary	223 Red Oak	8 cubic yds	2	Mon, Wed, Fri
Newport Elementary	430 N. Diamondhead Blvd	8 cubic yds	1	Mon, Wed, Fri
Barrett Elementary	815 FM 1942	8 cubic yds	1	Mon, Wed, Fri
Kindergarten/Pre-K Center	5910 Pecan	8 cubic yds	2	Mon, Wed, Fri
Operations Center	14670 FM 2100	8 cubic yds	2	Mon, Wed, Fri
Grounds Barn	14703 FM 2100	30 cubic yds	1	As needed

Due Date: 11/30/2023 Time Due: 2:00 PM

Prices are requested on a per container basis so that additional units may be added during the contract period. Prices must include all fees, charges, and surcharges.

1.	Pick up charge for each pick up of 8 cubic yard container: \$
2.	Pick up charge for each pick up of 4 cubic yard container: \$
3.	Haul charge for each pick up of 30 cubic yard container (on call): \$
4.	Haul charge for each pick up of 20 cubic yard container (on call): \$
5.	Monthly rental charge for 30 cubic yard container: \$
6.	Monthly rental charge for 20 cubic yard container: \$
7.	Disposal charge for 30 cubic yard container: \$
8.	Disposal charge for 20 cubic yard container: \$

3. EVALUATION CRITERIA

Per Section 44.031(b) of the Education Code, "In determining to whom to award a contract a district shall consider;

- 1. Purchase price;
- 2. Reputation of the vendor and of the vendor's goods or services;
- 3. Quality of the vendor's goods or services;
- 4. Extent to which the goods or services meet the District's needs;
- 5. Vendor's past relationship with the District;
- 6. Impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
- 7. The total long-term cost to the District to acquire the vendor's goods or services;
- 8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - A) Has its principal place of business in this state; or
 - B) Employs at least 500 persons in this state; and
- 9. Any other relevant factor specifically listed in the request for bids or proposals

The District shall use the following criteria (applying the weighting percentages indicated for each criterion) for the selection of the proposal(s) that offers the best value to the District:

30 Points	Contract price
20 Points	Quality of vendor's goods and services
20 Points	Extent to which the vendor's proposed goods and services meet the needs of the District
5 Points	The total long-term cost to the District to acquire the goods and services
25 Points	Vendor reputation/past relationship with Crosby ISD

BID FORM

Name/Title of Authorized Representative:	
Signature of Authorized Representative:	Date:
By signing below, you agree to participate in this bid with terms, representations and certifications listed in this bid	· · · · · · · · · · · · · · · · · · ·
Any additional information you would like to include	
Breakdown of cost associated with your serviceAny additional information you would like to include	
Detail of service provided and description of how the D	istrict's goals will be achieved
Required information to include with proposal submissio	1:
Representative Contact name:	
Phone:	
Dhona	
Address:	
Company Name:	

REFERENCES

Please provide at least three (3) references that have used your company for the same goods/services Crosby ISD is requesting in this proposal. Please include contact name, business name, address, telephone number, and e-mail address.

Company Name:	Contact Name:
Telephone:	Email:
Address:	Brief Description of Business with Company:
Company Name:	Contact Name:
Telephone:	Email:
Address:	Brief Description of Business with Company:
Company Name:	Contact Name:
Telephone:	Email:
Address:	Brief Description of Business with Company:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6		•	s.		CEUSEONLY
Name of business entity filing form, entity's place of business.	and the city, state	and country of the	business		Jekile
2 Name of governmental entity or sta which the form is being filed.	te agency that is a	a party to the contra	act for	x+.	is.
3 Provide the identification number u and provide a description of the ser		_		<i>,</i> , , ,	=
4	City St	ate, Country	Natu	re of Interest	(check applicable)
Name of Interested Party	(place	of business)	S co	ntrolling	Intermediary
		*KI			
		6,			
		14.			
	, N	wethic			
	10				
211	V				
5 Check only if there is NO interes	sted Party.				
6 UNSWORN DECLAR OF UNDN					
My name is		, and my	date of birth is		
My address		,	,		
(street) I deslate under penalty of perjury that the fo	pregoing is true and co	(city)) (Sta	ate) (zip cod	e) (country)
Executed in County,	State of	, on the c			year)
		Signature of author	rized agent of o (Declaran		ness entity

ADD ADDITIONAL PAGES AS NECESSARY

STATEMENT OF NON-COLLUSION AND NON-DISCRIMINATION

My signature certifies that the accompanying Proposal:

- 1. Is not the result of, or affected by, an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statutes, regulations and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines, prison sentences, and civil damage awards.
- 2. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupation qualification reasonably necessary to the normal operations of the Seller, The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 3. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer.
- 4. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 5. The Seller shall include the provisions of the foregoing paragraphs 2, 3 and 4 in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

FELONY CONVICTION 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 a school district must give advance notice to the district if the person or an owner or operator 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 of a Publicly Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of to convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.	felony
Vendor's Name:	
Authorized Company Official's Name (Printed):	
Check one of the following and sign as appropriate.	
My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.	
My firm is not owned or operated by anyone who has been convicted of a felony.	
My firm is owned or operated by the following individual(s) who has/have been convicted of a fel	lony:
Name of Felon(s):	
Details of Conviction(s):	



Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	i 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						
on page 3.				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
ns e	single-member LLC			npt payee	code	(if any)	
ty p	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partne	rship) ▶	_			_	
Print or type. See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its own	owner of the LLC i gle-member LLC t	s code	Exemption from FATCA reporting code (if any)			
eci	☐ Other (see instructions) ▶		(Applie	es to account	s mainta	iined outsid	e the U.S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's nam	ne and ac	ldress (op	tional)	
See							
0,	6 City, state, and ZIP code						
	7 List account number(s) here (optional)						
Par		0:-1					
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av up withholding. For individuals, this is generally your social security number (SSN). However, t	0.0	security	number	7 [_	
	ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a	_	.	_		
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>				J		$\perp \perp$
TIN, la		or	·				
	If the account is in more than one name, see the instructions for line 1. Also see What Name per To Give the Requester for guidelines on whose number to enter.	and Employ	yer ident	ification	lumb	er	=
IVUITIL	er to dive the nequester for guidelines on whose number to enter.		_			.	
Par							
	r penalties of perjury, I certify that:						
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (bruce (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and) I have not beer	n notifie	d by the	Inter		
3. I ar	n a U.S. citizen or other U.S. person (defined below); and						
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	na 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 tay return. For real estate transactions, item 2 does not apply. For mortgage interest paid

acquisition	cquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments ther than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.						
Sign Here	Signature of U.S. person ►	Date ►					

General Instructions

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

Crosby Independent School District Purchasing Department 14670 FM 2100 Rd., PO Box 2009, Crosby, TX 77532 Ph. (281) 328-9200 x 1213 ~ Fax (281) 328-9226

School Website: www.crosbyisd.org

Vendor Profile Form

The Crosby Independent School District extends its appreciation to all vendors and potential vendors with whom it conducts business and opens all opportunities to qualified vendors to compete on purchases. In order to include you in any future opportunity to compete, the following information must be submitted for your company to be included in the bid process. Please print or type the following information.

Vendor Name:		
Mailing Address:		
City:	State:	_Zip:
Remittance Address:		
City:	State:	_Zip:
Phone:	_Fax:	
Contact Name:	_Email Address (for PO's):	
Website URL:	_	
Will your company accept a Crosby ISD Purchase Orde	er? () Yes () No	
Is your company debarred or suspended or otherwise exprograms? YES NO	xcluded from or ineligible for	participation in federal grant award
If NO and a contract is awarded, the vendor must notify suspended or otherwise excluded from or ineligible for		
List any current contracts for the Texas Cooperative Pu	rchasing Memberships that m	ay apply:
Region 5Choice PartnersDIR BuyBoardTCPN/NIPANJPA		
Is your business considered sole source? () Yes If yes, please contact our purchasing department for fur Is your business a () corporation () partnership () sole other?	ther requirements.	
Submitted by (Please Print)	Date	
Signature		

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
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).	Date Received
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.	
Check this box if you are filing an update to a previously filed questionnaire. (The law recompleted questionnaire with the appropriate filing authority not later than the 7th business you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Describe each employment or other business relationship with the local government offic officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or life other than investment income, from the vendor?	h the local government officer. h additional pages to this Form
B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable is local governmental entity?	
Yes No	
Describe each employment or business relationship that the vendor named in Section 1 m other business entity with respect to which the local government officer serves as an o ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member of as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a)(b) (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d	_
7	
Signature of vendor doing business with the governmental entity	ate

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.

<u>Local Government Code § 176.001(1-a)</u>: "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.

HOUSE BILL 89 – SECTION 2270.001 VERIFICATION

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and 2 "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. , the undersigned representative of (Company or Business Name) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2270: Does not boycott Israel currently; and will not boycott Israel during the term of the contract. Printed Name Title Signature Date **SENATE BILL 252 – CHAPTER 2252 VERIFICATION** Effective September 1, 2017 contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization. adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Crosby Independent School District's Purchasing Department. Printed Name Title Signature Date

VENDOR DEBARMENT STATEMENT

I have read the conditions and specifications provided in the bid document attached.

Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.,p. 189) and 12689 (3 CFR part 1989 Comp.,p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule above, when federal funds are expended by Crosby ISD, the vendor certifies that during the term of an award for all contracts by Crosby ISD member resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Name of Company (Please Type/Prin	ut)		
Mailing Address	City	State	Zip
Printed Name (Please Type/Print)			
Signature		Title	
Telephone Number	Fax Number		Date

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Crosby ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Crosby ISD along with your proposal.

The following certifications and provisions are required and apply when Crosby ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Crosby ISD expends federal funds, Crosby ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal Rule (B) above, when Crosby ISD expends federal funds, Crosby ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Crosby ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Crosby ISD believes, in its sole discretion that it is in the best interest of Crosby ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by Crosby ISD as of the termination date if the contract is terminated for convenience of Crosby ISD. Any award under this procurement process is not exclusive and Crosby ISD reserves the right to purchase goods and services from other vendors when it is in Crosby ISD's best interest.

Does Vendor agree? YES ___ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when Crosby ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YESInit	ials of Authorized Representative of Vend	10
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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Crosby ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES ___Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Crosby ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Crosby ISD resulting from this procurement process.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Crosby ISD, the vendor certifies that during the term of an award for all contracts by Crosby ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES ___Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Crosby ISD, the vendor certifies that during the term of an award for all contracts by Crosby ISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) above, when federal funds are expended by Crosby ISD, the vendor certifies that during the term of an award for all contracts by Crosby ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by

any 1	federal	department of	ragency.
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Does Vendor agree? YES ___Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Crosby ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Crosby ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Crosby ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

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When Crosby ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES ___Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES ___Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor Name:	
Vendor Address:	
Phone Number:	_ Fax Number:
Email Address:	
Printed Name and Title of Authorized Representative: _	
Signature of Authorized Representative:	
Date:	
Signature of Authorized Representative:	

CHECKLIST FOR RFP 2324-0008 Waste Collection Services

Proposal (including all information required on Bid Form)
Bid Form and required information
References
Certificate of Interested Parties – Form 1295 (this form must be completed online)
Statement of Non-Collusion / Non-Discrimination
Felony Conviction
W-9
Vendor Profile Form
CIQ/Conflict of Interest
Certification – HB 89 and SB 252
Suspension and Debarment Certification
EDGAR Certifications