

REQUEST FOR PROPOSAL (RFP)

GENERAL MOVING SERVICES RFP # 2015-0001

I. NOTICE TO BIDDERS

The Crosby Independent School District is soliciting competitive proposals for GENERAL MOVING SERVICES to be purchased on an as needed contract basis. Proposals shall be submitted in a sealed envelope marked on the outside with the offeror's name, address and bid number (RFP # 2015-0001 GENERAL MOVING SERVICES) to:

Crosby ISD
Attention: Business Office
706 Runneburg Rd.
Crosby, TX 77532

Proposals will be received at the above address until **2:00 P.M., January 6, 2016** – at which time the proposals will be opened, read aloud and recorded by the Bid Administrator in accordance with Local Government Code 271.026.

Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. Proposals received after the published time and date cannot be considered and will be returned unopened. **FAXED bids will not be accepted.** Vendors are strongly encouraged to call the Chief Financial Officer named below to make certain that their sealed proposal has been successfully received.

Proposal should include: offer form, felony conviction notice, affidavit on non-collusion, certification sheet, certification regarding debarment, HUB certification, affidavit of non-discriminatory employment, vendor questionnaire & conflict of interest questionnaire.

Texas's bid laws require school districts to follow certain procedures for entering into contracts for goods and services with an annual aggregate amount of \$50,000 or more. In order to meet these state laws, CISD wishes to establish "as needed" contracts, if any, with vendors for general moving services.

There are no descriptions or quantities of products noted in the minimum specifications portion of this document. CISD is seeking an agreement to do business with vendors to provide general moving services to the District. In order to establish a business relationship with the District, vendors must respond to this RFP.

The RFP is not an offer but constitutes a request for offers only. The selection of any vendor or acceptance of any vendor's proposal does not automatically create a contract. No contractual obligations are created until both CISD and the vendor sign a contract or until CISD issues a signed purchase order for the goods at the prices in the vendor's proposal under this RFP.

This is an "as needed" award for a period of one year but may be extended for two additional one-year extension options (District option only). The District guarantees no minimum dollar amount in purchase/delivery orders against this award. **All discount percentages and terms quoted are to be fixed and guaranteed for the entire award period and F.O.B destination.**

Multiple awards are anticipated. The District seeks responsive, responsible proposals and will consider entering into contracts, if any, with several vendors whose proposals may differ, thus allowing its departments and campuses to choose the vendor(s) that best meets their requirements based on factors including but not limited to price, availability and delivery.

Carla Merka

Carla Merka, Chief Financial Officer
Email: cmerka@crosbyisd.org

December 7, 2015

II. GENERAL CONDITIONS AND SPECIFICATIONS

GENERAL MOVING SERVICES RFP# 2015-0001

1. "District" and CISD" shall mean Crosby Independent School District.
2. It is the intent of CISD to enter into a contract, if any, for general moving services on an "as needed" basis throughout the district.
3. This is an "as needed" term contract from May 1, 2016 through September 30, 2017 with a price escalation/de-escalation provision. Bid prices will be firm from May 1, 2016 through September 30, 2017.

Actual price(s) bid must be based on current moving services market prices for the Metropolitan Houston area as substantiated by the Consumer Price Index (CPI). Price changes (up or down) by the bidder to Crosby Independent School District shall be proposed only at the bid renewal/extension anniversary and if allowed, shall be based on documented changes to moving services market prices for the Metropolitan Houston area as substantiated by the Consumer Price Index (CPI). Only one (1) price change will be allowed during any 12-month period and only at the extension/renewal anniversary, commencing with May 1, 2016 (the extension/renewal date) for any line item(s) referenced in this bid.

The bidder must supply the Crosby Independent School District with written evidence and substantiation of price adjustments to moving services market prices for the Metropolitan Houston area if price changes are proposed at the extension/renewal anniversary. The bidder must allow Crosby Independent School District a minimum of thirty (30) days advance notice of proposed price changes.

Crosby Independent School District reserves the right to extend this bid contract prior to the bid contract end date of September 30, 2017 for up to six (6) months through March 31, 2017 with the consent and written confirmation of the successful bidder.

4. The Vendor shall be required to perform moving services so as not to disrupt CISD operations. The normal hours of operations are 7:30 a.m. to 3:30 p.m. Monday thru Friday. The Vendor shall be prepared to perform moving services after normal hours or during weekends if required.
5. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) as specified in the solicitation and if selected, the District expects to enter into a contract with the vendor upon the terms set forth in this RFP, the prices, representations, services, and warranties set forth in the bidder's proposal, and other terms and conditions as may apply to the transaction.
6. The bids/proposals submitted must not contain any erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname(s) of the person(s) signing the bid/proposal.
7. THE DISTRICT RESERVES THE RIGHT TO WAIVE ANY IRREGULARITIES OR TECHNICALITIES IN ANY BIDS/PROPOSALS OR IN THE BIDDING PROCEDURE. THIS REQUEST FOR PROPOSALS DOES NOT OBLIGATE CROSBY I.S.D. TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE BIDDER/PROPOSER IN THE PREPARATION AND SUBMITTAL OF A BID/PROPOSAL. CROSBY INDEPENDENT SCHOOL DISTRICT, IN ITS OWN DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY BID, PROPOSAL, OR OFFER AND/OR REJECT ANY AND ALL BIDS, PROPOSALS, OR OFFERS OR A PART OF A BID, PROPOSAL, OR OFFER, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSALS. BY SUBMITTING A PROPOSAL, BIDDER/PROPOSER/OFFEROR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST CROSBY INDEPENDENT SCHOOL DISTRICT, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID/PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, RFP PACKAGE, OR RELATED

DOCUMENTS; (3) THE SELECTION OF NON-SELECTION OF ANY VENDOR, THE REJECTION OF ANY BID/PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

8. Any items or services being bid must conform to all appropriate local, state, and federal laws, ordinances and regulations.
9. District does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this bid/proposal.
10. The District may, by written notice to the vendor, cancel this contract if it is found by CISD that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor or any agent/representative of the vendor, to an employee of CISD with a view toward securing an order or securing favorable treatment with respect to the awarding or amending any such order.
11. The vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into a contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
12. All services are subject to final inspection and acceptable by the District. Services failing to meet the requirements of the resulting contract, if any, will be held at the vendor's risk and expenses will be the responsibility of the vendor.
13. All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.
14. The resulting contract, if any, shall be governed by CISD.

This RFP, any proposals submitted, the solicitation process, and any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to the conflicts or choice of law provisions or principles. The parties irrevocably consent to the jurisdiction of any in the State of Texas. Respondent agrees that the exclusive and convenient venue regarding any dispute or legal proceeding relating to this bid or any related written contract awarded to the successful respondent(s) will be Harris County, Texas.

15. The resulting contract, if any, will contain the following indemnification provisions:

[Note that the following indemnification provision is very broad and if the contract is not one where the District could sustain a large loss or be at risk of financial harm, this broad language may be negotiated and softened. For example, there may be push back on the lack of limitation by insurance coverage and there may be a request to limit liability only to personal injury to a person or injury to property and to limit liability to the negligence or willful misconduct of the vendor. It should be considered on a case by case basis]

Vendor agrees to indemnify and save the District harmless from any damage or expense whatsoever resulting to CISD from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacturer or use of any product included in this contract. Vendor will indemnify CISD against all claims for damages to persons or property resulting from defects in materials or workmanship.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL WAIVE AND RELEASE CLAIMS AGAINST AND SHALL INDEMNIFY AND HOLD HARMLESS THE CROSBY INDEPENDENT SCHOOL DISTRICT AND IT'S TRUSTEES, EMPLOYEES, AND AGENTS (COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, JUDGEMENTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE UNDER THIS CONTRACT. ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY THE VENDOR TO THE INDEMNIFIED PARTIES, AND ANY COSTS AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES SHALL BEAR INTEREST UNTIL REIMBURSED BY THE VENDOR AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE

STATE OF TEXAS. THE INDEMNIFICATION OBLIGATION HEREUNDER SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE VENDOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. THIS INDEMNIFICATION PROVISION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT.

16. District is prohibited from and will not agree to indemnify the successful respondent(s).
17. The contract will supersede any previous oral and/or written agreements.
18. All changes or amendments to the contract must be in writing and signed by the Chief Financial Officer.
19. The contract can be terminated at any time for non-appropriation of funding for the next fiscal year without penalty.
20. The Respondent agrees that CISD shall have the right to terminate the contract for any reason or no reason upon 30 days written notice. Respondent shall be paid any undisputed amounts owed but not yet paid for any goods actually received and accepted or services satisfactorily rendered prior to the date of receipt of the notice of termination.
21. The contract can be terminated at any time if the Responder fails to disclose any felony conviction – this includes prior to, as of, or after submission of proposal.
22. The disclosure of a felony conviction in a Responder's proposal will not automatically be terms for rejection of the proposal. Each felony conviction identified will be reviewed by Crosby Independent School District administration and a decision to accept or reject the bid/proposal will be determined by the type of felony conviction.
23. There will be no agreement for binding arbitration in any written contract between CISD and Respondent relating to a dispute involving the services, products or goods made the subject of this RFP.
24. The District is not responsible for any errors or omissions.
25. The CONTRACTOR will furnish and pay for bonds as follows:
 - Projects less than \$25,000: no bonds required
 - Projects over \$25,000 and up to including \$100,000: payment bond only is required
 - Projects over \$100,000: performance and payment bonds are required
26. If the District opens an improperly labeled bid response prior to date and time of sealed bid opening, the package will be returned as is and rejected. IT IS IMPERATIVE THAT THE PACKAGE BE LABELED PER THE INSTRUCTIONS IN THE NOTICE TO BIDDER SECTION (page 1).
27. The District, upon written notice, shall have the right to audit all documents relating to the services and work provided by Respondent under this contract. Records subject to audit shall include, but not limited to, records which may have a bearing on matters of interest to CISD in connection with goods or services and work for the District and shall be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative or any other agency or authority to the extent necessary or advisable to adequately permit evaluation and verification of (a) Respondent's compliance with contract requirements (b) compliance with the District's procurement policies and procedures and (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and Respondent/Bidder/Proposer.

If CISD contracts with the selected vendor, the vendor shall maintain and retain all records relating to this RFP, the proposal submitted, the documents created or compiled, and all other records relating to the goods or services provided, the relationship with the District, and this transaction throughout the term of the contract, if any, and for a period of three (3) years thereafter or such longer period as may be required in the record retention laws applicable to Crosby Independent School District.

28. The District reserves the right to negotiate with any and all respondents to this proposal – not just the highest ranked Bidder/Proposer.
29. In the event that any changes to the bid/proposal document occur subsequent to mailing or other delivery, the changes or corrections to this RFP notice will be made by addendum. However, since all addendums, along with the RFP, can be found on the Crosby Independent School District website under Business Office (current bids and proposals), it is the responsibility of the vendor to check this daily to ensure the receipt of the addendum. Failure to respond accordingly due to an addendum could impact the acceptability of the proposal.
30. Vendor shall submit invoices at the conclusion of each transaction. Invoices shall indicate the purchase order number and the RFP number. Invoices shall be itemized and mailed to Crosby ISD Attention: Accounts Payable 706 Runneburg Rd., Crosby, TX 77532. Funds for completed purchase/delivery orders concerning this award will be available within thirty (30) days of completion and acceptance by the District. Notwithstanding the foregoing, no payment from CISD shall be considered past due or not paid when due except in accordance with Section 2251.02 of the Texas Government Code.

If your company uses a different billing address, CISD will not be responsible for late payments, service charges, etc. The District's purchase order number must be included on the invoice.

31. CISD is exempt from federal excise taxes, state and local sales and use taxes.
32. Respondent agrees to uphold all legal and local Board policies adopted by the CISD Board of Trustees.
33. All CISD campuses and administrative facilities are drug free zones. Drug free zones include all the use or being under the influence of intoxicants as defined by Section 401.013 of the State of Texas.
34. Any questions concerning this document or questions about purchases after acceptance should be directed to CISD Business Office, Carla Merka, Chief Financial Officer, at (281) 328-9200.
35. CISD reserves the right to add vendors (through a separate RFP) at any time during the year on an "as needed" basis. This will not have an effect on any contract with existing vendors.
36. Pursuant to Section 38.022 of the Texas Education Code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender shall be denied access into the school. Local law enforcement will be contacted should this occur.
37. Electronic, telephone, telegram and facsimile proposals are unacceptable.
38. CONFIDENTIAL OR TRADE SECRETS (Government Code, Article 252.049). If any of the information is considered to be confidential or a trade secret belonging to the offeror and, if released, would give advantage to a competitor or offeror, that information should be filed with the proposal in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".
39. All bidders shall be in compliance with Executive Order 11246, entitled "EQUAL EMPLOYMENT OPPORTUNITY" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).
40. No individual shall be excluded from participating in, denied the benefit of, subject to discrimination under, or denied employment in the administration of, or in connection with any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.

41. Successful bidder(s) agrees to not discriminate against a qualified individual with a disability. Successful bidder(s) also agrees to provide a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is equal to that afforded others involved in the program, service, and/or activity.
42. Crosby ISD shall give preference to small and minority firms, women's business enterprise and labor surplus area firms as required by CFR, Title 34, Section 80.36 or when in the best interest of the District.
43. In accordance with SB 1340, Crosby ISD gives preference to products made of recycled materials if the products meet applicable specifications and standards. Respondents are requested to identify those items that are made of recycled materials, environmentally sensitive, and/or may be recycled after serving their intended use.
44. The District reserves the right to utilize State of Texas contracts, contracts awarded by other governmental agencies, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.
45. Compliance with Senate Bill 9 is required.
46. If the Bidder is awarded this proposal, the W-9 form (Request for Taxpayer Identification Number and Certification) must be completed and returned to the Business Office prior to any transactions that take place.
47. It is very important for your company to fill out, sign and return the Offer Form, Felony Conviction Notice, Affidavit of Non-collusion, Certification Sheet, Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion, HUB certification, Affidavit of Non-Discriminatory Employment, Vendor Questionnaire, and Conflict of Interest Questionnaire in order to do business with Crosby I.S.D. as stated on page one of this document.
48. Vendors are responsible for notifying the Business Office of any change in address and/or telephone number. The District is not responsible for failing to mail a vendor a RFP due to the package being undeliverable or misdirected.
49. The proposal must be typed or written in ink on all enclosed and prepared forms.
50. Please provide one (1) original proposal (no copies necessary).
51. Vendors are invited to be present at the opening of this proposal on the date and hour specified.
52. The District reserves the right to utilize vendor pricing from purchasing cooperatives in lieu of the pricing disclosed in this proposal, if awarded.
53. It is not the policy of CISD to award a contract on the basis of low price alone. In proposal evaluation, the following considerations will be taken into account:
 - Price (including warranty terms and conditions)
 - Quality of Products and Services (including guarantees)
 - Compliance with RFP Specifications
 - Vendor's Service (including timeliness and professionalism)
 - Delivery Schedules
 - Past experience with the vendor
 - Reputation of the vendor
 - Any other criteria permitted under Chapter 44, Subchapter B of the Texas Education Code

MOVE PREPARATION MINIMUM REQUIREMENTS

The Vendor shall be required to perform certain services in preparation for a move. These activities shall include but not be limited to the following:

1. Perform a pre-planning walk-through at the CISD location with dates and times to be determined with CISD to identify specific location moving services project requirements.
2. Attend planning meetings with the CISD representative in order that all issues involved in and which affect the moving services project are addressed prior to the move.
3. Develop a written specific moving services project plan to execute the specified location move, giving consideration to building, stairs or other conditions inherent to the facility, i.e., what size crew will be required and approximately how long to load, transport, unload and place.
4. Inspect and verify the nature of the materials, as well as the sequence and timing of the move to ensure a smooth, integrated transition.
5. Identify any site/building constraints that could affect the move, (i.e. push distance, site accessibility, etc.)
6. Estimate the number of four wheel dollies, carts and other handling equipment required for the specific moving project.
7. Conduct a confirmation walk-through three (3) days prior to the date of the move. This walkthrough shall be held at the origin of the move and at its destination for the purpose of identifying any changes to the project scope since the date of the last planning meeting. Any scope changes that result in cost changes must be communicated to CISD in writing within 24 hours of the pre-move walk through. The CISD representative shall be notified immediately if any such changes occur during the move. The Vendor must provide written substantiation of costs to CISD within 48 hours. Additional costs shall be automatically rejected by CISD if the above procedures are not followed.
8. Providing a detailed list of existing property damage during the confirmation walkthrough. Any damages not noted prior to the move shall be deemed to be the responsibility of the Vendor.

MOVING SERVICES

The Vendor shall provide all supervision, labor, vehicles, equipment, supplies and services to complete work as described herein by CISD. The work shall include but not be limited to the following:

1. Provide Moving Services consisting of packing, moving, loading, unloading, assembly, set-up and placement of furniture, machinery, equipment, tools, materials and supplies as specified by the Crosby Independent School District (CISD).
2. Furnish all coordination necessary to perform the services contemplated herein in an orderly, timely and efficient manner.
3. Provide a minimum of one supervisor to every ten laborers.
4. Unloading of trucks, movement of material and other required services to designated locations as determined by CISD.
5. Visit the required sites to review the work to be performed and giving estimates for such work.

6. Remove and properly dispose of all cardboard, packaging materials, pallets, debris and other items used to perform the work from CISD property. The Vendor shall clean all areas of work upon completion of the workday. The vendor shall not use CISD waste containers for disposal of packing and cleaning items.
7. Perform moving services in accordance with CISD specifications herein and in accordance to the instructions from the CISD representative or designee.
8. Vendor and/or subcontractors shall not damage CISD property. Damage to CISD property by the moving company shall be reimbursed based on replacement cost as determined by CISD.
9. All moving service provider's employees shall meet with the approval of the CISD representative. The Vendor must ensure that all workmen have a background check prior to employment. The Vendor shall remove or cause to be removed any workman or workmen that the CISD representative deems unsuitable.
10. Provide all employees with identification badges and uniforms or like clothing that readily identifies the vendor's employees or subcontractors by sight.
11. Assembling light work consisting of but not limited to: putting casters on carts, inserting wheels into a base, assembly of 4 "slide in" legs onto student open front desks and adjusting to designated height, assembly of 4 legs on teacher desks, assembly of 4 legs on different size tables.
12. Start and complete the moving services project in accordance with a schedule that meets the needs of CISD. Any vendor who cannot meet the CISD scheduled requirements will be relieved of its responsibility for that particular project. CISD reserves the right to use another vendor if the approved vendor cannot meet the schedule.
13. Submit daily time sheets or daily bill of lading of the work performed for signature and approval by the CISD project coordinator or designee. Time sheets shall contain start and finish times, total hours worked and total number of employees that worked.
14. Have the work inspected and approved by the CISD representative or designee for satisfactory completion prior to submittal of invoices. All invoices must be approved and signed by the CISD representative or designee before payment is made.
15. All work condemned for poor workmanship or unacceptable delays, resulting in overtime, will not be billed to CISD.
16. Deliver items or perform the work at required CISD destinations.
17. Provide written estimates for additional services or materials such as packing, unpacking, storage, packing materials or containers. All such estimates shall be binding.
18. Provide the appropriate licenses in accordance with the US DOT, State DOT, or ICC.
19. Include all fees for incidentals and gratuities in the bid.

PACKING MATERIALS

The Vendor shall provide boxes for moving to CISD upon request. It is essential that the right type of packing materials including boxes be provided. The types of boxes to be provided are book, medium, large, picture, and wardrobe box with metal bar. The boxes and packing materials shall be commercial grade and in accordance to the moving industry specifications.

The Vendor shall provide miscellaneous packing materials upon request such as tape (PVC or re-enforced), wrapping material (newsprint paper, tissue paper, bubble wrap, Styrofoam peanuts and labels).

The Vendor shall provide unit prices if such requests are made for boxes or other packing materials.

DAMAGE, THEFT, ILLEGAL OR INAPPROPRIATE CONDUCT

Background checks for your crewmembers are the responsibility of the Vendor. Theft of or vandalism to CISD property will be pursued legally. The vendor shall be responsible for repairing or replacing, to the satisfaction of CISD, any damage caused by any willful or negligent act of its employees. The Vendor shall also be liable for any theft proven to be either committed by its employees or made possible by willful or negligent action of its employees.

The Vendor shall reimburse any costs incurred by Crosby ISD due to illegal or inappropriate conduct by the vendor's employees. Such costs shall include, but are not limited to the following:

1. Payment to CISD for the repair of damage to school property.
 2. Reimbursement for the replacement of CISD furniture damaged due to vendor neglect.
 3. Payments to law enforcement agencies or security companies for investigations of conduct that prove an employee's inappropriate or illegal conduct;
 4. Replacement costs of items missing or damaged, due to an employee's conduct.
- Payment or reimbursement checks shall be made out to Crosby Independent School District and submitted to:

Crosby Independent School District
Attn: Accounts Payable Clerk
706 Runneburg Rd.
Crosby, TX 77532

If payment/reimbursement is not received within thirty (30) days, CISD reserves the right to deduct funds from any payments due to the vendor.

THE UNDERSIGNED HEREBY:

Acknowledges that they have read the above general terms and conditions and agrees to abide by them unless otherwise noted on the exceptions page. (This page must be returned with proposal submission).

Company: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

Thank you for your interest in conducting business with CISD and your participation in this proposal process.

III. SPECIFIC TERMS AND CONDITIONS

GENERAL MOVING SERVICES

RFP # 2015-0001

1. SCOPE

Crosby Independent School District (CISD) desires to establish an open bid for the purpose of providing professional moving services as needed for specified projects over the course of this bid. There are no guarantees as to the amount or extent of moving services projects that CISD shall require over the time period stated herein. CISD reserves the right to furnish part or all of the services, labor, materials and equipment for any moving services project, if it is deemed to be in the best interest of CISD. Delivery or performance shall be made only as authorized by Purchase Orders issued by the CISD Purchasing Department. Possession of Purchase Orders shall be a mandatory requirement prior to commencement by bidder on moving services projects. The vendor shall furnish to CISD all items as specified in said Purchase Orders.

2. DISTRICT INFORMATION

High School	1,668 Students
Middle School	900 Students
Elementary Schools	2,539 Students
Kindergarten Center	585 Students

The District currently has approximately 775 full-time employees.

3. DISTRICT POLICIES AND PROCEDURES

Crosby Independent School District has several policies and procedural guidelines that must be adhered to by personnel and vendors. It is the responsibility of the vendor to review applicable Board policies related to vendor relations as well as published guidelines and manuals (for example, the *Student Activity Fund Manual* and *Vendor Relations and Purchasing Procedures*).

4. SCHEDULE OF EVENTS

RFP Released	December 7, 2015
1 st Advertisement	December 9, 2015
Pre-Proposal Meeting	December 16, 2015
Proposal Due at 2:00 pm	January 6, 2016

5. PRE-PROPOSAL MEETING

A mandatory Pre-bid conference will be held on December 16, 2015 at 10:30 at the Maintenance Building Conference Room.

6. SUBMITTAL INFORMATION

Proposals may be dropped off, or mailed to, at the Business Office located at 706 Runneburg Rd., Crosby, TX 77532. Sample format of the remittance envelope if mailed:

<p>Your company name Your return address info</p>	<p>U.S. Postage</p>
<p>CROSBY ISD BUSINESS OFFICE 706 RUNNEBURG RD. CROSBY, TX 77532</p>	
<p>Bid #2015-0001 Bid Opening Date/Time: <u>Wednesday, January 6, 2016, at 2:00 P.M. CST</u></p>	

7. **RIGHTS OF CROSBY ISD**

The District reserves the right to require additional information from vendors and to conduct necessary investigations to determine vendor performance and/or the accuracy of vendor information.

8. **FORCE MAJEURE**

The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

9. **EXCEPTIONS**

Any exceptions taken to the terms and conditions of this proposal request must be clearly stated in writing and attached as part of this proposal.

MINIMUM QUALIFICATIONS AND REQUIREMENTS

1. The Vendor shall coordinate all work through the designated CISD representatives. The designated representatives are generally referred to in this document as CISD, CISD representatives or CISD designee.
2. The Vendor shall have full control of all its personnel employed in association with the work. The Vendor shall remove or cause to be removed from the premises any of its personnel or its subcontractor's personnel, who, in the judgment of the CISD representative are detrimental to the progress of the work, or who act in an unprofessional manner.
3. All work shall be done in a professional and in a careful manner in accordance with acceptable standards in the moving industry and as required by the Department of Motor Vehicle Safety (DMVS).
4. Each Vendor shall provide the name, phone number (office and mobile) and other necessary contact information (email address) of one individual as the central point of contact for all moves.
5. Emergency contact information for your crew should be available to the central point of contact for your firm. The Vendor's central point of contact must be available by phone when work is in progress at any CISD site.
6. Safety shall be observed at all times. The Vendor shall be in compliance with all local, state and federal health safety regulations throughout the course of the work (it is the responsibility of the Vendor to acquire familiarity with the health and safety regulations). Hard hats, safety glasses, long pants, hard shoes or other protective items may be required at certain sites. It is the Vendors responsibility to provide these items for their crew(s).

THE UNDERSIGNED HEREBY:

Acknowledges that they have read the above specific terms and conditions and agrees to abide by them unless otherwise noted on the exceptions page. (This page must be returned with proposal submission).

Company: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

CROSBY ISD
 706 RUNNEBURG RD.
 CROSBY, TX 77532
 RFP# 2015-0001 General Moving Services

IV. SUMMARY BID SHEET

Bidder must provide an itemized list of prices as requested below for Moving Services.

	<u>HOURLY RATES</u>
STANDARD TRUCK PLUS (2) PERSONNEL	_____ (1)
STANDARD TRUCK PLUS (3) PERSONNEL	_____ (2)
STANDARD TRUCK PLUS (4) PERSONNEL	_____ (3)
STANDARD TRUCK PLUS (5) PERSONNEL	_____ (4)
<u>ADDITIONAL PERSONNEL</u>	<u>HOURLY RATES</u>
SUPERVISOR	_____ (5)
DRIVER	_____ (6)
HELPER	_____ (7)
<u>TRUCKS/VANS</u>	<u>UNIT COST (Per Move)</u>
STANDARD TRUCK	_____ (8)
TRACTOR TRAILER	_____ (9)
CARGO VAN	_____ (10)
TRAVEL FEE	_____ (11)
<u>SPECIAL EQUIPMENT</u>	<u>UNIT COST (Per Move)</u>
LOAD ROLLERS	_____ (12)
STEEL DECK DOLLY	_____ (13)
RIGGING HOISTS	_____ (14)
CRANES	_____ (15)
HYDRAULIC JACKS	_____ (16)
FORK LIFT	_____ (17)
STANDARD MULE CART	_____ (18)

SPECIAL EQUIPMENT CONT'D

UNIT COST (Per Move)

LARGE BOXES 24"x 18"x18 (each)	_____ (19)
MEDIUM BOXES 18"x18"x16" (each)	_____ (20)
SMALL BOXES 16.5"x12.5"x12.5" (each)	_____ (21)
PACKING TAPE (per roll)	_____ (22)
SHRINK WRAP (per roll)	_____ (23)
BUBBLE WRAP (per roll)	_____ (24)
RECORD BOX w/ Lid 15"x12"x10"(each)	_____ (25)

Note: It shall be the responsibility of the Vendor to provide all overtime pay for its employees and to meet the established deadlines as established and set by CISD.

CROSBY ISD
706 RUNNEBURG RD.
CROSBY, TX 77532

V. EXCLUSIONS

If the vendor has any exclusion(s) or deviation(s) that have not been previously noted, please identify such in the space below.

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CROSBY, TX 77532

VI. OFFER FORM

For

**GENERAL MOVING SERVICES
RFP # 2015-0001**

TO: Crosby Independent School District

I, or we, the duly authorized undersigned, having carefully read the Notice to Bidders, General Conditions and Specifications, Special Terms and Conditions (if applicable), and Offer Forms, do hereby submit this offer and agree to hold the offer firm for a period of 90 days or until a rejection from CISD is received, whichever occurs first, and agrees to enter into a contract with CISD, if selected, by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other offeror or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offers in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any CISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with CISD's Chief Financial Officer; or in any discussions or actions between offer/offers and any CISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

Date: _____ Name of Firm: _____

Signature: _____ Firm's Address: _____

Name/Title: _____

_____ Phone #: _____

Fax #: _____

E-Mail Address: _____

Web Site: _____

SS or Fed ID #: _____

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706 RUNNEBURG RD.
CROSBY, TX 77532

VII. FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

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 felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

ENVELOPES SHOULD BE PLAINLY MARKED: "RFP# 2015-0001 General Moving Services"

CROSBY ISD
706 RUNNEBURG RD.
CROSBY, TX 77532

VIII. AFFIDAVIT OF NON-COLLUSION

The undersigned certifies that the bid documents (including terms and conditions) contained in the proposal have been carefully checked and are submitted as correct and final. If proposal is accepted (within 90 days unless otherwise noted), vendor agrees to furnish any and/or all items upon which prices are offered and upon conditions contained in the general conditions and specifications.

I affirm that the foregoing proposal submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute a contract with terms outlined in the RFP, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms and conditions of said proposal have been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Name and Address of Bidder:

_____ Telephone Number _____
_____ Fax Number _____

Signature: _____
Name (typed/printed): _____
Title: _____
Date: _____

ENVELOPES SHOULD BE PLAINLY MARKED: "RFP# 2015-0001 General Moving Services"

CROSBY ISD
706 RUNNEBURG RD.
CROSBY, TX 77532

IX. CERTIFICATION SHEET

Company Name _____

Mailing address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

Email address _____

In business under present name _____ years and _____ months

COMPLETE THE APPROPRIATE SECTION BELOW:

RESIDENT BIDDER
<p>"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.</p> <p>I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":</p> <p>MR. MRS. MS. _____ (Circle One) NAME (PLEASE PRINT)</p> <p>POSITION _____</p> <p>SIGNATURE _____ DATE _____</p>

OR

NONRESIDENT BIDDER
<p>"Nonresident bidder" refers to a person who is not a resident.</p> <p>IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information: What is your resident state? (The state your principal place of business is located.)</p> <p>_____</p> <p>Does your "residence state" require bidders whose principal place of business is in Texas to under bid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.</p> <p>YES _____ NO _____ If "YES", What is that amount or percentage? _____ %</p> <p>I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:</p> <p>MR. MRS. MS. _____ (Circle One) NAME (PLEASE PRINT)</p> <p>POSITION _____</p> <p>SIGNATURE _____ DATE _____</p>

In order for a proposal to be considered, the following information must be provided.

CROSBY ISD
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CROSBY, TX 77532

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

This certificate is required by the regulations implementing Executive Order 12549, Department and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-47330). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation with this proposal.

Organization Name

PR/Awards # or Project Name

Name and Title of Authorized Representative (Typed or Printed)

Signature of Authorized Representative

Date

CROSBY ISD
706 RUNNEBURG RD.
CROSBY, TX 77532

XI. AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature

Date

Printed Name & Title

Company Name

CROSBY ISD
706 RUNNEBURG RD.
CROSBY, TX 77532

XII. REFERENCES

In order to insure vendor reliability, financial stability, product quality and delivery record, the District requests (see bid specifications if required) that the vendor provide references in the space below to verify such criteria.

Reference	Telephone	Contact Person
Reference	Telephone	Contact Person
Reference	Telephone	Contact Person
Reference	Telephone	Contact Person
Reference	Telephone	Contact Person

CROSBY ISD
706 RUNNEBURG RD.
CROSBY, TX 77532

XIII. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Bidding companies that have been certified by the Texas General Services Commission (GSC) as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to Bid/Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Check the Appropriate Circle Below:

- I certify that my company has been certified by the Texas General Services Commission as a HUB and I have included a copy of our HUB certification with the proposal.

- My company has NOT been certified by the Texas General Services Commission as a HUB.

Signature:

Typed Name / Title:

Company Name:

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CROSBY, TX 77532

XIV. NO BID/PROPOSAL NOTIFICATION

Please complete this page only if submitting a no bid response and return prior to the bid opening.

Check the Appropriate Circle Below:

- 1. We have chosen not to submit a proposal for the reason listed below but wish to remain on the bid list (understanding that we will not be an approved vendor).

- 2. The products/services we represent should be listed in another category.
(Specify) _____

- 3. We wish to be removed from the bid list for the reason listed below.

Company Name: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Website Address: _____

Signature: _____

Typed Name / Title: _____

Mail to:

Crosby Independent School District
Attention: Chief Financial Officer
706 Runneburg Rd.
Crosby, TX 77532

Failure to return this no bid notification or an actual bid response will result in the removal of your company from the bid and/or vendor list.

CROSBY ISD
706 RUNNEBURG RD.
CROSBY, TX 77532

XV. CONFLICT OF INTEREST QUESTIONNAIRE

The following form, Conflict of Interest Questionnaire (CIQ), must be completed and submitted to the District. This document must be filed with the District in compliance with Texas Local Government Code Chapter 176 requiring all vendors to disclose the contained information.

It is necessary for the District to obtain and retain documents from the vendor which clearly indicates there is no conflict of interest for any product(s) and/or service(s) offered/provided to CISD. This form must be on file with the Business Office in order for the District to continue doing or begin doing business with your company.

Please mail the completed form to Crosby I.S.D., Attention: Business Office, 706 Runneburg Rd., Crosby Texas 77532. If you have any questions, please feel free to contact the Chief Financial Officer at (281) 328-9200 or e-mail.

Pertaining to the CIQ form, the following is a list of Local Government Officers of Crosby I.S.D.:

Superintendent	Dr. Keith Moore
Board of Trustees President	Dr. James Hofmann
Board of Trustees Vice-President	David Porter
Board of Trustees Secretary	Carla Mills Windfont
Board of Trustees Asst. Secretary	Tanya Eagleton
Board of Trustees Member	John Lindsey
Board of Trustees Member	John Swinney
Board of Trustees Member	Cathi Whitworth
Chief Financial Officer	Carla Merka
Asst. Supt. of Administration	Karen Grey
Asst. Supt. of Curriculum	Dr. Patricia Kay
Executive Director of Elementary Curriculum	Sherri Hays-Long
Director of Athletics	Jeff Riordan
Director of Child Nutrition	Brian Aubin
Director of Technology	Amy Davis
Director of Operations	Chuck Murray
Principal – High School	Greg Bower
Principal – Middle School	Todd Hicks
Principal – Intermediate School	Walter Berringer
Principal – Elementary School	Christy CoVan
Principal – Elementary School	Christy Erb
Principal – Primary School	Karen Walthall
Principal – Kindergarten Center	Jennifer Roach

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XVI. INSTRUCTIONS FOR COMPLETING FORM CIQ

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) who is trying to do business with the District. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with Crosby ISD must complete this form. Also state company name.
2. Check box if the form is an update to a form previously completed. Updates are required by law by Sept. 1 of each year in which the person submits a proposal or bid, or begins contract discussions or negotiations with the District. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a CISD employee or school board member who may make recommendations to the district regarding expenditures of money. Name the district officer with whom you have a relationship; if there is no relationship in question, state "None". Answer questions A, B, C, and D with "Yes" or "No", as applicable.

Signature box: Date and sign the form. A signature is required from the person completing the form even if "No" is entered in Box 3 A, B, C, or D.

Crosby Independent School District

Sign-in Sheet for Bid Opening of
RFP # 2015-0001
General Moving Services
January 6, 2016 at 2:00 P.M.
Date Time

Bid Administrator Name (printed)

Meredith Nelson

Bid Administrator Signature

Meredith Nelson

Employee Name (printed)

Irlanda Cassidy

Employee Signature

Irlanda Cassidy

Vendor Name (printed)

Vendor Signature

Meeting Notes/Comments

Crosby Independent School District

Sign-in Sheet for Pre-Bid Meeting of
RFP # 2015-0001
General Moving Services
December 16, 2015 at 10:30 A.M.
Date Time

Pre-Bid Administrator Name (printed)

Bid Administrator Signature

Carla Merka

Employee Name (printed)

Employee Signature

Meredith Nelson

Meredith Nelson

Carla Merka

Carla Merka

Chuck Murrain

Chuck Murrain

Vendor Name (printed)

Vendor Signature

A-ROCKET MOVING SERVICE

Paul Woods

ROADRUNNER MTS

Brian Jeffrey

Meeting Notes/Comments
