



REQUEST FOR PROPOSALS

Laredo College invites you
to submit a Proposal for:

Moving Services

REFERENCE NUMBER

RFP #23-1009

RESPONSE MUST BE DELIVERED BY

February 02, 2024 at 10:00 a.m. central standard time (Note: Without exception - Proposal must be time and date stamped by the Procurement Department. Timely physical delivery is at the risk of the respondent.)

RESPONSE MUST BE DELIVERED TO

Laredo College
Purchasing Department – Building P-49
West End Washington Street
Laredo, Texas 78040

ESTIMATED CONTRACT PERIOD

March 01, 2024 to February 28, 2025 with the possibility of extending contract for a second and third year. Subject to change based on approval timelines by the Laredo College Board of Trustees and annual evaluation review.

PRE-PROPOSAL MEETING

N/A

COLLEGE BUYER IN CHARGE OF PROPOSAL

All questions regarding this proposal should be in writing and sent to Miguel A. Rangel, Interim Director of Purchasing

PROCUREMENT DIRECTOR

Miguel A. Rangel - Interim Director of Purchasing

LAREDO COLLEGE

RFP #23-1009 Moving Services

SUBMISSION/SCOPE SPECIFICATIONS:

Due Date: February 02, 2024 at 10:00 a.m.
(CST)

Request for Proposal No: RFP #23-1009
Project Name: Moving Services

Request for Proposals (RFP) will be received at the:

**Purchasing Department
Building P-49, Room 101
West End Washington Street
Laredo, Texas 78040**

*** Note: Any RFP received after such scheduled time due date will not be accepted and will be returned unopened.*

SCOPE OF WORK

1. Purpose of RFP:

The purpose of this Request of Proposals (RFP) is to solicit proposals from qualified persons or businesses interested in contracting and providing moving services “as needed” to the College. The College is seeking to contract with a qualified person or company. The proposer’s quality in the delivery of services and experience with, and knowledge of standards of moving services and experience in such a field is of paramount importance to Laredo College. The College is seeking to contract with qualified proposers with expertise in the field of Moving Services and customer service to help support workload needs for a range of job projects related to:

- Moving Services

Contractor’s General Requirements:

- The Contractor will provide all necessary labor and materials to carry out its responsibilities within the time frames set by the College of each move.
- When disassembly and assembly of property is required, the Contractor will furnish labor and equipment sufficient to accomplish the task, if the College requests the services via a quote.
- The Contractor will be responsible for safeguarding and protecting its own work, materials, tools and equipment.
- The Contractor will furnish the dumpster or trash compactor if required. The Contractor shall, at all times, keep the premises free from excessive accumulation of waste material or rubbish caused by its employees or work.
- Contractor’s Project Manager shall perform a walk-through with the College Representative to evaluate each move. Within one (1) week or sooner of walk-through, the Contractor shall provide an estimated cost, move schedule and crew schedule for review and approval by the College Representative.
- Contractor’s Project Manager is responsible for all aspects of project management for the move and punch list, if required.
- Upon receipt of a purchase order the contractor shall deliver boxes, labels, equipment plastic bags, and packing materials per the College Representative’s specified date.
- The Contractor may have to schedule work in cooperation with other contractors working on-site at College facilities. The Contractor will collaborate with the College regarding completing their work while accommodating these activities.
- Contractor shall arrive at the move site promptly with all necessary equipment to complete the job.

- Moves may be scheduled for evenings, weekends, holidays as well as standard hours (M-F, 8:00 AM – 6:00 PM).
 - All furnishings, equipment and supplies will be transported in weather-tight vans.
 - Contractor will verify that the equipment weight will not hinder delivery of the equipment or damage property during transport.
 - Contractor shall be responsible for packing, safe transportation and reuse of all existing hardware associated with the disassembly of equipment and furniture.
 - Contractor shall provide necessary protection, padding and equipment without a charge to the College.
 - Any furniture, equipment and supplies within the responsibility of the Contractor will be delivered to the destination site in good condition. Any equipment, furniture or supplies damaged or lost during the move will be the responsibility of the Contractor, who will promptly replace all damaged goods or will be responsible for the cost of repair during the contract period, and at the time of final acceptance of work, the Contractor will afford the College Representative access for inspecting the work. Inspections will take place prior to the approval of invoices.
 - Travel time to or from the contractor's facility to the work site is not authorized. Work begins upon the Contractor reporting to the College Representative and work ceases when the Contractor checks out with the College Representative. Start and finish times will be computed to the nearest quarter hour. Lunch periods for Contractor personnel is unpaid time.
 - Additional work required after the initial move shall be authorized by the College Representative prior to work being done. A quote will be provided by the Contractor for the additional work.
2. **Project Needs:** The department manager will contact the vendor to ask for pricing of various Moving Services items and to inquire as to the availability of these items for various projects.
3. **References:** The proposer will provide four (4) complete references from companies, agencies, city, state, and federal that have used the proposer's services in the past. References must include the following information:
- References organization or company name.
 - References physical mailing address, phone number and email address.
 - Contact person.
 - Description and date of project and/or services provided for each reference.
4. **General Terms:**
- The proposer must be in constant communication with College's department regarding items cost issues or concerns, potential project item(s) cost overruns for specialized or customized ordered items and/or other potential situations related to costs for purchased items.
 - The proposer will be responsible for notifying the College department regarding future availability of "out of stock" items, should anticipated shortfalls occur, or any issues encountered during the course of any College Moving Services project.

5. Required Forms

- a. Vendor must submit pricing sheet with pricing on Form A “Moving Services” on pages 6 and 7. This form must also be signed by the agency’s representative. Signatures and dates should be done with a blue ink pen.
- b. Provide four (4) references for past similar work or similar projects.
- c. Vendor must enclose Submittal Checklist Form on page 8

6. Estimated Time Schedule:

- a. 1st advertisement January 07, 2024;
- b. 2nd advertisement January 14, 2024;
- c. RFP deadline at February 02, 2024 @ 10:00 a.m. (Central Standard Time);
- d. RFP reviewed February 05-15, 2024;
- e. Recommendation presented for Board approval on February 28, 2024.

7. Other Information

- a. Proposals received via phone, facsimile, email or other medium will not be accepted or considered.
- b. Proposals must be received and date stamped on or before the time and date stated above.
- c. The College reserves the right to reject any or all Proposals received, waive any or all irregularities, choose the most advantageous price, discount and warranty for each service, and to award a contract only upon availability of funding.
- d. This RFP is an “all or none” proposal.

8. Negotiation Procedures

The College reserves the right to negotiate all elements, that comprise the respondent’s offer, to ensure the best possible consideration and to reject any and all responses. The final funding amount and the provision of the contract will be determined through negotiations between staff and the successful respondent. Please do not provide any services until you receive an approved purchase order. As per our policy, shall have no obligation to pay for any services provided by you unless a purchase order is properly drawn and issued.

9. Determining Award/Evaluation of Proposal

In conformance with Texas Education Code 44.031 in determining to whom to award a contract, the College will consider:

FACTORS		WEIGHTS
1.	Purchase Price	55 points
2.	Reputation of the vendor and of the vendor's goods or services.	10 points
3.	Quality of the vendor's goods or services	10 points
4.	Extent to which the goods or services meet the College's needs	10 points
5.	Vendor's past relationship with the College	5 points
6.	Impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses	N/A
7.	Total long-term cost to the College to acquire the vendor's goods or services	5 points
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's ultimate parent company or majority owner: 1. Has its principal place of business in this state, or 2. Employs at least 500 persons in this state	Yes/No Yes/No
9.	Any other relevant factor(s) specifically listed in these specifications: Customer Service	5 points
Total		100 points

Points for pricing services will be calculated as follows:

- Lowest price bid will receive the maximum points for price.
- All other vendors will be allotted points based on how close they are to the lowest price.
- This process will continue until all proposals are scored for price.

Example:

lowest price/2nd lowest price X maximum points = points awarded

lowest price/3rd lowest price X maximum points = points awarded

If specific criteria are stated in the Bid specifications, those criteria will supersede general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the **COLLEGE**. The Proposer must provide relevant information for the items above that will enable the College to evaluate the Proposer for each category.

10. Submission, Modifications and Withdrawals of RFP

Submission - All Proposal Statements, whether delivered by hand or by mail, are due in sealed envelopes endorsed with **RFP #23-1009 no later than February 02, 2024 at 10:00 a.m.**, Central Standard Time (CST), at the College's Procurement Department located at West End Washington Street, Laredo, Texas 78040, Laredo College Main Campus Building P-49, Room 101. Responses sent by overnight mail must have the Proposal Statement number and name written on the delivery ticket. Proposal Statements must be signed by an authorized agent of the vendors that has authority to bind the vendors contractually. Please submit one (1) original of all required documents as listed on the Submittal Checklist. Proposal Statements may not be faxed or e-mailed. Proposal Statement/Bids/Proposals delivered to West End Washington Street, Laredo College Main Campus Building P-49, Room 101, **will not be considered "received" by the Procurement Office until they arrive at the Procurement Office, Room 101 and date stamped.** will not be responsible for delays in delivery resulting from need to transport Proposal Statement/Bid/Proposals from another location or error or delay on the part of the carrier. You are responsible for keeping a copy for your own files.

Modification - No response may be changed, amended, or modified, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. These modifications must be made by written or electronic notice in accordance with original submission terms.

Withdrawal/Resubmission - A Proposal Statement may be withdrawn and resubmitted by written notice received by the College's Procurement Department prior to the exact hour and date specified on the Proposal Statement. A Proposal Statement may also be withdrawn in person by a vendor, or an authorized representative of the vendor, provided his/her identity is made known and he/she signs a receipt for the Proposal Statement, but only if the withdrawal is made prior to the exact hour and date set for the receipt of Proposal Statements. Resubmissions may be done in accordance with the original submission terms in paragraph a. above.

For the purposes of this RFP the words bid, and Proposal Statement, will be used in the same manner. They will both refer to a Request for Proposal Statements procurement document.

Offer – This bid/proposal is a firm offer which shall be irrevocable and open for acceptance for _____ calendar days (60 calendar days unless otherwise specified) from the date set for submission of bids/proposals.

11. Late Proposal Statement

All bids delivered will be stamped with the date and time as proof they were received. For the purposes of this Proposal Statement, the date and time on the "Pyramid 3700 Time Stamper" located at the Purchasing Department will be considered as the official time. If a quote is received after the stated date and time, it will still be stamped, but it will be considered late and not eligible for consideration. These quotes will be considered late and returned unopened. If a return address is not provided on the envelope, a late bid will be opened for identification purposes only and returned to the address provided within.

12. Terms of Contract

Unless otherwise noted, the preferred terms for which Proposal Statements are being requested is for one (1) year with the possibility of extending the contract for a second and third year depending on the College’s annual evaluation results. Items are to be ordered on an “as needed basis” over the contract period and prices are to be firm for that period. If applicable, renewed contract price must be provided by the proposer and received by the College at least ninety (90) days prior to renewal date and must carry a minimum twelve (12) price guarantee for each year.

13. Award Date

It is anticipated that a recommendation for this bid will be submitted at the next regularly scheduled Board of Trustees meeting taking into consideration internal timelines for submission.

14. Opening of Proposal Statement

Proposal Statements will be publicly opened at the Procurement Department immediately after Proposal Statements are due. Proposals will be opened after 10:00 a.m. on February 02, 2024. Only the names of the proposers will be read aloud.

15. Applicability

These conditions are applicable and form a part of the contract document and are part of the terms and conditions of each purchase order (standard purchase terms and conditions) issued as a result of this Proposal Statement. The selected proposer will receive a Notice of Award with a contract that must be signed by the awarded proposer in accordance with specified timelines. If a proposer has their own contract, they are to provide a copy of that contract for evaluation and determination by the College and its legal counsel. Any deviations to these general conditions and/or specifications will be conspicuously noted in writing by the Proposer and shall be included with the Proposal Statement. The successful bidder/proposer will not begin services, or deliver the product, without a purchase order signed by an authorized representative of the Laredo College. The College will neither be responsible nor make payment for any goods delivered or services performed without a valid purchase order.

16. Respondent’s Acceptance of Evaluation Methodology

Submission of a Proposal Statement indicates the respondent’s acceptance of the evaluation criteria and the respondent’s recognition that some subjective judgments must be made by the College during the evaluations.

17. Proposal of Proposer

The College may make investigations deemed necessary to determine the Proposals and/or ability of the proposer to perform in accordance with the bid terms and conditions specified herein. The proposer will furnish to the College all such information as the College may request. The College reserves the right to reject any bid if the responder fails to satisfy the College that such proposer is properly qualified to carry out the obligations of the contract.

18. Disqualification of Proposer – Reasons that will disqualify a Proposer(s)

Proposers will be disqualified, and their responses not considered, for any of the following reasons:

- Failure to submit a Proposal Statement by the required date and time
- Failure to submit all of the required documents as specified on the Submittal Checklist
- Failure to abide by Non-Collusion Statement as specified below
- Any pertinent information coming to the attention of the College resulting in material legal matters
- Failure to submit prices in accordance with “All or None” criteria as specified in #7, above.

20. Identical Proposals

In the event of tie bids, the COLLEGE, shall select the successful proposer by the casting of lots or award may be made to multiple vendors.

21. Insurance Requirements

No later than 10 days after the contract is awarded, vendors must submit insurance certificates in accordance with the general conditions. Proposer may be disqualified for not providing this required document(s).

Workers Compensation Insurance & Employers Liability

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

If the coverage period shown on the contractor's current certificate of coverage ends during the

duration of the project, the contractor must, prior to the end of the coverage period, file and submit a new certificate of coverage with the governmental entity showing that coverage has been extended. The contractor will retain all required certificates of coverage for the duration of the project and for one year thereafter.

- i. Worker's Compensation Insurance - documentation of insurance will be required prior to the work beginning. If applicable, the contractor shall procure and maintain during the life of this agreement Worker's Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas and forwarded as evidence to the Laredo College that it is in force.
- ii. The Comprehensive General Liability Insurance must include liability coverage for bodily injury, personal injury (including employment-related

suits), independent contractor, blanket contractual, product, fire, medical expense, and complete operations.

The following are the types of coverage and acceptable limits that shall be procured and maintained:

Worker's Compensation Insurance and Employer's Liability	
Part One—Worker's Compensation	Statutory Limits
State	Texas
Part Two—Employer's Liability	<u>Annual Limits Per Insured</u>
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Limit Notes: This policy will cover operations of the project for contractors/subcontractors of all tiers performing work in connection with project site(s).	
<u>Commercial Auto Liability Insurance</u>	<u>Annual Limits of Liability</u>
Each occurrence	\$1,000,000
<u>Commercial General Liability</u>	<u>Annual Limits of Liability</u>
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Each Occurrence Limit	\$1,000,000
Medical Expense (any one person)	\$10,000
<u>Professional Service Providers</u>	
Professional Liability/Errors & Omissions Insurance	\$1,000,000 per occurrence (higher limits may be required for larger contract amounts)
<u>Builders' Risk (Not Applicable to this REP)</u>	
Annual Limits of Liability Shared by all Insured	
Per occurrence and specified location	\$50,000,000 (Per occurrence)
Deductible (To be paid by College)	\$5,000
All Risk Perils (Including flood and windstorm)	

Laredo College must be added as Additional Insurance on a primary and non-contributory basis for Commercial Auto Liability and Commercial General Liability. A waiver of subrogation shall be granted by all insurance companies in favor of . The insurance requirements stated herein shall apply to all subcontractors.

22. Vendor Bid Protest/Appeal

The vendor(s) should submit a written protest detailing all concerns to the Procurement Director no later than three (3) business days after award of this RFP by the Laredo Board of Trustees (the "Protest Deadline"). Any protest must be submitted either: (a) by certified mail, return receipt requested, postmarked by the U.S.P.S. on or prior to the Protest Deadline; or, (b) delivered by hand on or before the Protest Deadline. The written protest must be delivered to the Purchasing Department at West End Washington Street, Laredo, Texas 78040 Laredo College Main Campus Building P-49 room 101. If any of the information is omitted or incomplete, the Purchasing Director will immediately notify the protester in writing. The missing information must then be submitted to the Purchasing Director in the manner set forth above on or before the deadline that is included in the notice to the protester if the protest is to be further considered.

Upon receipt of a written protest, the Purchasing Director will convene a dispute panel consisting of the following:

- i. Contract Manager of products or services.
- ii. Two (2) College Administrators that do not report to the Contract Manager or his/her supervisor.
- iii. Vice President of Finance and Administration.

The panel will issue a decision in writing within ten (10) business days from the date of its receipt of the protest. If the Vice President of Finance and Administration participated in the evaluation committee or has a conflict of interest in the matter, the Vice President will designate an alternate individual to participate in the dispute panel. A deadline for appealing the decision will be provided in the notice. For local vendors, a copy of the decision will be sent by certified mail, return receipt requested. The College will also attempt to deliver the notice by hand to the address provided by the vendor. Out of town vendors will be sent the decision only by certified mail, return receipt requested. The decision will be considered final and conclusive unless a written appeal is delivered to the Vice President on or before the deadline included in the notice of the decision (the "Appeal Deadline"). The appeal must be submitted either by: (a) certified mail, return receipt requested, postmarked by U.S.P.S. on or before the Appeal Deadline; or, (b) delivered by hand to the College on or prior to the Appeal Deadline. The written appeal must be delivered to the Vice President's Office at West End Washington Street, Laredo, Texas 78040 Laredo College Main Campus Elpha Lee West Building, room 122.

If appealed to the Vice President, he/she may base his/her decision on documents already submitted as part of the protest process and/or may request additional documentation. The

subsequent decisions made by the Vice President, or his/her designee, will be issued within seven (7) business days from the date of receipt and will be final and conclusive. For local vendors, a copy of the decision will be sent by certified mail, return receipt requested. The College will also attempt to deliver the notice by hand to the address provided by the vendor. Out-of-town vendors will be sent the decision only by certified mail, return receipt requested. When a protest has been filed with the Procurement Director before the award, the College will not make an award until the appeals process is concluded. However, if the College determines that the items or equipment are urgently required, and/or delayed delivery will hinder student performance/safety, and/or failure to make prompt award will otherwise cause undue harm to the interest of the College, will grant a full or partial award while the protest is being processed.

The timelines outlined above may be extended by the College, if needed, in its sole and absolute discretion. Bidders must submit a written request to the College if an extension is desired, detailing the reason or reasons for the need for such an extension. The College reserves the right to accept or reject requests for an extension of the protest period, in the College's sole and absolute discretion.

Any notice to be given or provided in connection herewith shall be in writing and is effective when hand delivered, mailed by certified mail, return receipt requested, or national overnight delivery service, to College and Bidder/Responder, at their respective addresses. In the event such notice or other communication is effected by personal delivery, the date and hour of actual delivery shall fix the time of notice as provided above. Notices sent by national overnight delivery service and registered or certified United States mail are effective when deposited, postage prepaid and properly addressed, with such overnight delivery service or the U.S.P.S. In the event of any conflict between these Protest/Appeal procedures, and any other College protest and appeal procedures, the Protest/Appeal procedures set forth herein shall control.

Failure to strictly comply with these protest procedures will render a protest untimely and/or inadequate and will result in rejection by the College. Compliance with these protest procedures will be a condition precedent to the commencement of litigation on the protest issues.

23. Warranty

Warranty conditions for all supplies and/or equipment shall be considered the manufacturer's minimum standard warranty unless otherwise agreed to in writing. The College does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.

24. Expressed Warranties

Implies wear of merchantability and implied warranty of fittings for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) that result from either delivery or use of the product that does not meet specifications within this document. The warranty conditions as stated herein will be approximate and will not be nullified, voided or altered in any way by the inclusion of the bidder's preprinted forms with this document. The workmanship and material specified in this bid/proposal shall be fully guaranteed for a minimum period of one year from the date of delivery and/or acceptance of work, unless otherwise stated in your bid/proposal.

25. F.O.B Destination

Bids/Proposal Statements must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by the bidder. No additional charges will be accepted. Possessions of goods will not pass to the College until received at the College's receiving dock and signed as received.

26. Delivery

Delivery personnel must provide a current, valid company picture identification card when making deliveries to the College. Deliveries required in this Proposal Statement shall be freight prepaid F.O.B. destination and bid price will include all freight and delivery charges. No delivery, no sale.

27. College Reserves the Right of the Following:

- i. Right of Award - The College reserves the right to award as is in its best interests and may therefore choose items from different vendors. The College may negotiate with all proposers. A written Notice of Award letter will be sent to the awarded vendors(s). The College may either enter into a contract with the vendors(s) or the award letter followed by a purchase order to the successful bidder(s) may result in a binding contract without further action by either party.
- ii. Right to Reject Proposals – The College reserves to reject any and all proposals, and proposal statements, waive all irregularities, and to choose the most advantageous price, discount and warranties for each type of service being solicited. If all proposals are rejected the College may, but is not obligated to, republish this Request for Proposal, or variation thereof.
- iii. Right to Hold Proposals - The College reserves the right to hold Proposals received for sixty (60) days before awarding the contract.
- iv. Right to Increase or Decrease Quantities - The quantities required are substantially correct, but the College reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the College. The College also reserves the right to decrease quantities during the period the bid/Proposal Statement is guaranteed to be firm. Items are to be ordered “as needed” over the estimated contract period.
- v. Right to Extend Awarded Contract - The College and the vendors may mutually agree to extend the contract on a monthly basis, or other agreed-upon period, if needed.
- vi. Right to Amend RFP - The College reserves the right to amend the RFP prior to the bid opening date. The College may also consider and accept an alternate Proposal Statement as provided herein when most advantageous to the College.
- vii. Right of Negotiations – The College reserves the right to conduct discussions and negotiate the final scope and price.

28. List Price or Discount Percent

For list price Proposal Statements, the price shall be fixed for the entire contract period. For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The

fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages will be for the contract period specified. If the per-unit price will fluctuate at the quarterly intervals, the proposer must disclose the maximum increases being proposed.

29. Availability of Funds

All awards are subject to approval upon the availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

30. Sales Tax Exemption

The College qualifies for exemption from the Texas limited sales, exercise and use sales tax and will not be charged on these purchases.

31. Invoicing

Invoices must be addressed to the Accounts Payable Dept. at the above address. Payment on a properly submitted invoice will usually be made within 30 days of receiving the completed order and original invoice. If an invoice is not properly submitted, the College will not be responsible for late and/or finance charges.

32. Termination by College

For Cause - The College will have the right to cancel or terminate all or part of the undelivered portion of the order, or contract, if the contractor breaches any of the terms hereof or therein, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors will include service performance.

Without Cause - The College, in accordance with this provision, may terminate the performance under this order and contract in whole or in part. Termination hereunder will be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which the performance of work under the order or contract is terminated and the date upon which such termination becomes effective.

33. Certification of Payment

Payment by the College will be made in accordance with the terms of the contract or purchase order. Once awarded, the vendor will not assign payment to another entity. No assignment of payment will be allowed.

34. Uniform Commercial Code

All contracts and agreements between vendors and the College will strictly adhere to the statutes as set forth in the Uniform Commercial Codes as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

35. Felony Conviction Notification

A person or business entity that enters into a contract with the College shall notify the College if the person, or an owner or operator of the business entity, has been convicted of a felony. Such notice will include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors will complete and submit the “Felony Conviction Notification” included with this packet in the Required Forms. (Form see page 23)

36. Conflict of Interest

No member or spouse of the board, president, business manager or any other person holding any position or employment under said board, will be directly or indirectly interested in a purchase, sale, business, work or contract, the expense, price or consideration of which is paid from college funds of said College, nor shall any such officer or employee purchase any warrants or claims against the said board of College, or any interest herein, or become surety for any person or persons having a contract or any kind of business with the said board, for the performance of which security may be required. Anyone violating this provision will be removed from office or discharged from services by the majority of the board. No member of the said board will vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member shall disclose such interest and refrain from voting. All interested parties shall comply with Board Policy CFE(LEGAL).

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1207&code=CFE#legalTabContent>

Conflict of Interest Disclosures are found in the Vendor packet. Please refer to The Texas Ethics Commission website at <http://www.ethics.state.tx.us/> for more information.

Additionally, an employee interested in responding to this Proposal Statement shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the College, Board Policy DBD (LEGAL). (Form see page 24)

37. Independent Contractor

Nothing herein shall be construed as creating the relationship of employer or employee between Laredo College and the contractor/vendor or between Laredo College and the contractor's/vendor's employees. The contractor/vendor is an independent contractor, and nothing contained herein shall constitute or designate the contractor/vendor or any of his employees as employees of Laredo College.

38. General Ethical Standards

Gratuities - It is a breach of ethics to offer, give or agree to give any employee or former employee of the College, or for any employee or former employee of the College to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal Statement therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

Kickbacks - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of the College, or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every College's contract and solicitation in accordance with the Texas Education Agency's Financial Accountability System Resource Guide Update 18.0.

39. Non-Collusion Statement

The proposer affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal Statement in collusion with any other Proposer, and that the contents of this Proposal Statement as to prices, terms or conditions of said Proposal Statement have not 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 Statement. The proposer also affirms that they have not given, offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this Proposal Statement, the proposer (or any representative of the proposer's company) will not discuss the contents of this Proposal Statement with any person affiliated with the College, other than the Procurement Director or its Designee, prior to the awarding of this bid/Proposal Statement. Failure to observe this procedure will cause the Proposal Statement to be rejected.

40. Indemnification Provision

To the extent allowed by law, the written contract executed between the successful respondent and College will contain an indemnification provision in which the successful respondent agrees to indemnify and hold the College harmless from any and all loss, expense, cost or liability, including attorney's fees and court costs, arising from any claim or cause of action for loss or damage arising from or relating to respondent's performance of services or goods made the subject of this bid. College does not agree to indemnify the successful respondent.

41. Venue

It is understood and agreed by both the successful bidder and the College that the exclusive and mandatory venue for any litigation from this contract will lie in Webb County, Texas. The contractor/vendor understands and agrees that the above general bid/proposal specifications are the terms and conditions of the contract between Laredo College and the contractor/vendor. These general bid /proposal specifications and terms and conditions shall control and govern in the event of any conflict with any other terms and conditions submitted by the contractor/vendor.

42. Proposal Statement Interpretation

No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing, addressed to the Procurement Director/Buyers, and

must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "Invitation to Bid", which if issued, shall be emailed to all known prospective bidders and posted on the Procurement website. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued will become part of the contract document.

43. Right to Audit Clause

The College, upon written notice, will have the right to audit all documents relating to all projects. Records subject to audit will include, but not limited to records which may have a bearing on matters of interest to the College in connection with the Vendors work for the College and shall be open to inspection and subject to audit and/or reproduction by the College's agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendors compliance with contract requirements (b) compliance with College procurement policies and procedures (c) compliance with provisions for computing billings to the College and (d) any other matters related to the contract between the College and the Vendors.

44. No Arbitration Clause

There will be no agreement for binding arbitration in any written contract between Laredo College and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

45. Definition

The words "bids, competitive sealed Proposal Statements, quotes" and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, requests for Proposal Statements, quotes, competitive sealed Proposal Statements, etc., to which they are attached.

46. No Limitation of Liability Remedies or Damages

College will not contractually agree to limit in any manner either Respondent's potential liability or College's potential remedies or damages relating to or arising from any potential dispute between the parties or relating to the services, products or goods made the subject of this Proposal Statement.

47. Other Information

For additional information, contact Miguel A. Range, Director of the Purchasing Department, at (956) 721-5126. Failure to respond to this bid/proposal in writing may result in your removal from our bid list. Bids/Proposals received after the time and date specified will not be considered and will be returned to the bidder unopened.

48. 1295 Texas Ethics Commission

- i. New disclosure requirements were written into the law during the 2015 legislative session. The new law is codified at Texas Government Code § 2252.908, which was enacted by H.B. 1295, and requires, as of January 1, 2016, that vendors file a disclosure form electronically with the Texas Ethics Commission identifying the vendor's interested parties to certain contracts with Texas colleges. When applicable, the process must be completed prior to contract execution or purchase order issuance.
- ii. Please register and complete the form for our transaction on the Texas Ethics Commission's website. Once completed, you will need to print it out and submit it to the College. Company must complete form using the number of the RFP, which pertains to the project your company is submitting. The College's identification number for this contract is **[RFP #21-011 Moving Services]**.
- iii. Laredo College is identified as an "OTHER GOVERNMENTAL ENTITY", not a state agency. Instructional videos and an FAQ about how to register and file a report is available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

49. Certification Regarding Terrorist Organizations (Govt. Code 2252)

Vendor 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.

50. Certification Regarding Boycotting of Israel Govt. Code 808 (HB89)

Vendor certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Form A
 Moving Services
 Pricing Sheet

Moving Equipment	# Person Crew	Price per hr.
Pick-Up Truck	2	
14' Enclosed Straight Truck	3	
	4	
	6	
24' Moving Trailer	3	
	4	
	6	
26' Dock height enclosed straight truck	3	
	4	
	6	
28' Dock height enclosed straight truck	3	
	4	
	6	
48' Moving trailers	3	
	4	
	6	
Delivery of items to specified area of bldg.	3	
	4	
	6	
Additional cost per man per hour		
Company Name:		

Packing Materials Cardboard	Unit cost	Cost for 10	Cost for 25	Cost for 100
Small book box - 1.5 CF				
Medium box - 3.1 CF				
Large cardboard box - 4.5 CF				
Extra Large box - 6.1 CF				
Dish barrel w/cell - 5.2 CF				
Packs/Inserts				

LAREDO COLLEGE
Felony Conviction Notification

Texas Education Agency Code, 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 college 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 college 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 college 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 information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Representative of Company (please print): _____

Please check off one box and sign the form in the appropriate space(s):

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

Signature of Company Official: _____ Date _____

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

Signature of Company Official: _____ Date _____

- C. My firm is owned and 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: _____ Date _____

LAREDO COLLEGE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg. , Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(a-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1) Name of person & business doing business with local governmental entity/School District.</p>	<p>Date received</p>
<p>2) <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3) Name of local government officer with whom the filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, for the filer of the questionnaire?</p> <p style="padding-left: 40px;"> <input type="radio"/> Yes <input type="radio"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?</p> <p style="padding-left: 40px;"> <input type="radio"/> Yes <input type="radio"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="padding-left: 40px;"> <input type="radio"/> Yes <input type="radio"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4)</p> <p style="display: flex; justify-content: space-between; margin-top: 20px;"> _____ _____ </p> <p style="display: flex; justify-content: space-between;"> Signature of the person doing business with the government entity Date </p>	

