

**OUR COMPANY
SOLICITATION FOR BIDS and CONTRACT FOR SERVICE**

(Project)

**PART I
GENERAL TERMS AND CONDITIONS**

1. REQUIREMENTS

1.1. Pricing will be per unit shown and charges will be totaled in the extension line of the bid form. Unit prices shall govern in the event of extension errors. Bidder guarantees the services and materials offered will meet or exceed specifications identified in this solicitation.

1.2. Responses should be submitted on the solicitation form. Responses must be properly marked and must be delivered to the address on the solicitation before the hour and date specified for the solicitation opening/closing.

1.3. Late responses will not be considered under any circumstances and will be returned to the Bidder unopened.

1.4. Documentation provided with the response should be complete and comprehensive. OUR COMPANY will not be responsible for locating or securing information not included in the response. Failure to furnish required documentation with the response may result in the response being deemed incomplete and non-responsive, resulting in rejection. OUR COMPANY will not be responsible for any expenses relating to responses or development of documentation that may result from this solicitation.

1.5. The cost of all materials provided by the bidder shall include the cost of delivery of those materials to OUR COMPANY and, if applicable, the cost of retrieval of said materials.

1.6. All prices shall remain in effect for 30 days from solicitation response date unless otherwise stated in the solicitation. Cash discount will not be considered in determining the low response; however, all cash discounts offered will be taken if earned. Price(s) shall not increase during the term of the purchase order or the agreement unless otherwise stated in the specification.

1.7. Failure to sign the solicitation will disqualify the response. The person signing the response shall have authorization to bind the company in contract. Solicitation response shall include Texas Identification Number (TIN), full firm name and address of company.

1.8. Response cannot be altered or amended after opening/closing time. Any alterations made before opening/closing time should be initialed by Bidder or authorized agent. Response may be withdrawn if requested in writing prior to the opening/closing date and time. No response can be withdrawn after opening/closing time without approval by OUR COMPANY based on a written, acceptable reason.

1.9. At the time of opening/closing of negotiated solicitations, OUR COMPANY reserves the right to disclose or not disclose the names of bidders and the prices offered at its sole discretion.

1.10. Bids shall include any sales or other taxes which may apply to services or materials purchased by OUR COMPANY

1.11. OUR COMPANY reserves the right to accept or reject all or any part of any response, waive minor technicalities and make award to best serve the interests of OUR COMPANY. OUR COMPANY reserves the right to reject any response not prepared and submitted in accordance with the solicitation requirements.

1.12. Consistent and continued tie response pricing may lead to rejection of the response by OUR COMPANY and/or investigation for antitrust violations.

1.13. Facsimile (FAX) responses may be submitted to the FAX number provided on the solicitation unless otherwise stated. All FAX responses must be signed in space provided. OUR COMPANY will not be responsible for failure of electronic equipment or operator error. Responses that are late, illegible, incomplete or otherwise non-responsive will not be considered.

1.14. It is the intent of OUR COMPANY to purchase goods, equipment and services having the least adverse environmental impact within the constraints of sound economical considerations.

1.15. OUR COMPANY is committed to maintaining an alcohol- and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Bidder's employees while in the performance of any service is prohibited. Violation of this requirement shall constitute grounds for cancellation of the purchase order. Bidder's employees shall comply with OUR COMPANY's policy prohibiting smoking in OUR COMPANY buildings.

1.16. All work by the Bidder shall be performed between the hours of 8:00 a.m. and 5:00 p.m., unless otherwise specified, only on working days observed by OUR COMPANY. Working days are usually Monday through Friday of each week.

2. MATERIALS CONDITION AND SPECIFICATIONS

2.1. The materials furnished or service performed shall be in accordance with the purchase specifications. OUR COMPANY will decide all questions which may arise as to the interpretation of the specifications and the quality, or acceptability of goods furnished or work performed. OUR COMPANY will decide the manner of performance and the rate of progress of the work and the acceptable fulfillment of the service on the part of the Bidder.

2.2. Unless otherwise specified, all items offered shall be new and in first class condition, including shipping and storage containers. Verbal agreements to the contrary will not be recognized.

2.5. OUR COMPANY will not be bound by any oral statement or representation contrary to the written specifications of this solicitation. All addenda to and interpretations of this solicitation shall be in writing. Any addenda or interpretation that is not in writing will not legally bind OUR COMPANY.

3. **TIE RESPONSES:** Award will be made in accordance with the best interest of OUR COMPANY. OUR COMPANY reserves the right to award the bid on the basis of the bidders' ability to perform as well as the most reasonable price.

4. PERFORMANCE

4.1. Response should show number of *hours or days* required complete the service at OUR COMPANY's designated location under normal conditions. Unrealistic delivery promises may cause response to be rejected.

4.2. If delay is foreseen, Bidder shall give written notice to OUR COMPANY. OUR COMPANY has the right to extend delivery date if reasons appear valid. Bidder shall keep OUR COMPANY advised at all times of status of order. Except for Force Majeure, weather or circumstances not within the control of Bidder, default in promised performance or failure to meet specifications, authorizes OUR COMPANY to purchase goods and/or services elsewhere

4.3. Services shall be performed during normal working hours only, unless prior approval has been obtained from OUR COMPANY or otherwise stated in solicitation.

5. **AWARD OF PURCHASE ORDER:** A response to a solicitation is an offer to contract with OUR COMPANY based upon the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless and until they are accepted through an authorized officer of OUR COMPANY by issuance of a purchase order.

6. **PAYMENT:** Payment will be made within _____ days. Bidder shall submit two copies of a correct itemized invoice showing the purchase order number, payee I.D., remit to address, and phone number on all copies. OUR COMPANY will incur no penalty for late payment if payment is made in _____ days or less from receipt of services and a correct invoice, whichever is later.

7. **PATENTS OR COPYRIGHTS:** The Bidder agrees to protect OUR COMPANY from claims involving infringement of patent or copyrights.

8. **BIDDER AFFIRMATION:** Signing this solicitation with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts. By signature hereon affixed, the Bidder hereby certifies that:

8.1. The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an officer or employee of OUR COMPANY in connection with the submitted response.

8.3. Neither the Bidder nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, Texas Business and Commerce Code, or the Federal Antitrust Laws

8.4. The Bidder has not received compensation for participation in the preparation of the specifications for this solicitation.

9. BIDDER RESPONSIBILITIES

9.1. The Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in any matter affecting the performance of the purchase order, including if applicable, workers' compensation laws, and licensing laws and regulations.

9.2. The Bidder shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for OUR COMPANY. The Bidder shall be responsible for damage to OUR COMPANY's building and grounds caused by Bidder's workmen or equipment. The Bidder shall be responsible for damage to OUR COMPANY's shipment arising from its work, its negligence in work, its personnel, or its equipment as stipulated by the terms of this agreement.

9.3. The Bidder shall provide all labor and equipment necessary to furnish the goods or perform the service. All employees of the Bidder shall be a minimum of 18 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the Bidder's employees will be allowed on state property during working hours, unless they are bona fide employees of the Bidder.

9.4. The Bidder shall at all times have a minimum of one English-speaking employee on the job. All employees shall be well

groomed and appropriately dressed when on OUR COMPANY property.

10. **DAMAGE CLAIMS:** The Bidder shall defend, indemnify, and hold harmless OUR COMPANY, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

11. **ABANDONMENT OR DEFAULT:** If the Bidder defaults on the purchase order, OUR COMPANY reserves the right to cancel the purchase order without notice and either re-solicit or re-award the purchase order to the next lowest responsive and responsible Bidder. The defaulting Bidder will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work is significantly changed.

PART II PURCHASE OF SERVICES - TERMS AND CONDITIONS

1. **SCOPE OF WORK:** If applicable to the service, OUR COMPANY recommends that the Bidder visit the site and examine the space and/or equipment to be serviced. The Bidder shall carefully examine these specifications and, if necessary, secure additional information from OUR COMPANY which may be requisite to a clear and full understanding of the work.

2. **COMPETENCE OF BIDDER:** To be entitled to consideration, the Bidder shall have available, the necessary organization and facilities to fulfill all the services required under the purchase order. Only personnel trained in services of this type shall be employed under and for the purchase order. Bidder shall obtain any licenses/permits required for the performance of the service.

3. **RIGHT TO AUDIT:** OUR COMPANY has the right to audit the Bidder's records pertaining to the service during the hours of the normal workday.

4. **CANCELLATION:** The purchase order may be cancelled, without penalty, by either party by providing 30 days written notice to the other party. Thereafter, OUR COMPANY shall pay for any work actually performed and shall further pay a penalty for such cancellation or postponement of work as governed by the terms stated in Part III.

5. **PAYMENT:** Payment will be made as follows –

5.1. Within 30 days from receipt of a correct invoice or billing statement. **OR**

5.2. On a monthly basis as agreed and within 30 days from receipt of a correct invoice or billing statement. **OR**

5.3. As otherwise stated in the specifications or on the solicitation document.

6. **INSURANCE:** Prior to beginning work, the Bidder shall provide OUR COMPANY with a completed Certificate of Insurance providing the below listed coverage. OUR COMPANY shall be included as an Additional Insured by Endorsement to policies issued for coverage. OUR COMPANY will allow deductible policies. The Bidder shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified on the solicitation document.

7.1. **WORKERS' COMPENSATION INSURANCE:** Amount – Statutory, Texas

7.1.1. The Bidder is responsible for both Federal and State Unemployment Insurance coverage and Standard Workers' Compensation Insurance coverage. Bidder shall comply with all federal and state tax laws and withholding requirements.

7.2. **ACCIDENT INSURANCE:** This is acceptable, in lieu of Workers' Compensation Insurance. Coverage shall be inclusive of the following:

\$300,000 for medical expenses and coverage for at least 104 weeks;
\$100,000 for accidental death and dismemberment, 70% of employee's pre-injury income for not less than 104 weeks when compensating for loss of income; and \$500 for maximum weekly benefit.

7.3. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Bodily Injury/Property Damage each occurrence and in the aggregate:

7.3.1. \$325,000 **OR**

7.3.2. \$150,000

7.4. **TEXAS BUSINESS AUTOMOBILE POLICY**

7.4.1. Amounts – Bodily Injury \$100,000 each person \$300,000 each occurrence

7.4.2. Property Damage \$ 25,000 each occurrence

PART III

This solicitation is for a: **FIRM BID** **ESTIMATE**
Pricing should be quoted: **LUMP SUM** **BY DEPARTMENT** **BY**
(If bidding by Department or other segmented criteria, complete one form for each department or segment)

BID CALCULATIONS – (To be completed by Bidder)

1. BUILDING PROTECTION REQUIREMENTS: (those checked will apply)

 Corner and door protection Origin Destination
 Wall/stairwell/elevator protection Origin Destination
 Floor protection Origin Destination
 Exterior or Landscape protection Origin Destination Cost \$

2. PACKING MATERIALS: Good used materials acceptable New materials ONLY Materials will be returned
(includes dunnage and tape as necessary)

File Boxes @\$ Number Cost \$
Quick Sets @\$ Number Cost \$
13"X13"X16" @\$ Number Cost \$
18"X18"X16" @\$ Number Cost \$
18"X18"X24" @\$ Number Cost \$
Dbl Wall 18"X18"X28" @\$ Number Cost \$
Labels Colors @\$ Number Cost \$
Parts Bags @\$ Number Cost \$
Other @\$ Number Cost \$
Other @\$ Number Cost \$

2. EQUIPMENT TO BE USED:

Bobtails @\$ /hr Number Hours Cost \$
Vans @\$ /hr Number Hours Cost \$
Forklifts @\$ /hr Number Hours Cost \$
Flatbed @\$ /hr Number Hours Cost \$
Crane @\$ /hr Number Hours Cost \$
Other @\$ /hr Number Hours Cost \$

Compu Carts @\$ /day Number Days Cost \$
Book/File Carts @\$ /day Number Days Cost \$
Dock Carts @\$ /day Number Days Cost \$
4-Wheel Dollies @\$ /day Number Days Cost \$
2-Wheel Dollies @\$ /day Number Days Cost \$
Other @\$ / Number Cost \$
Other @\$ / Number Cost \$

3. MANPOWER TO BE USED:

Drivers @\$ /hr Number Hours Cost \$
Helpers @\$ /hr Number Hours Cost \$
Packers @\$ /hr Number Hours Cost \$
Supervisors @\$ /hr Number Hours Cost \$

3. INSURANCE:

BIDDER LIABILITY:

 60¢/Lb/Article **OR:**
Cash Value w/ Deductible Value \$ Cost \$
Replacement Value w/ Deductible Value \$ Cost \$
Electronics/EDP w/ Deductible Value \$ Cost \$

4. TOTALS:

Total Estimated Cost \$
Total Estimated Work Time Hours

5. DELAY & CANCELLATION PENALTY: If Bidder requires reimbursement for rental of equipment, loss of revenue or other monetary losses which they might suffer from the delay or cancellation of work by OUR COMPANY pursuant to this agreement, such reimbursement shall be limited to those penalties listed below –

PART IV. - NARRATIVE: Please attach a brief narrative of how you intend to accomplish this relocation, recommended crew sizes, equipment schedules, and anticipated completion benchmarks if the move is by department or segment. Attach a resume of similar or larger relocations your firm has performed. Please attach proof of legal liability, auto/truck insurance, cargo coverage, workers' compensation or accident insurance, and proper proof of authority to operate from the Department of Transportation.

BIDDER AFFIRMATION

I, _____, represent to OUR COMPANY that I am duly authorized to
(Bid Preparer)
contractually obligate _____ in this proposal for service. I have read
(Bidding Company)
the specifications and understand the requirements. This offer shall not be withdrawn within the next 30 days nor
modified after this date unless such modifications are reduced to writing, mutually agreed upon and signed by both
parties.

X _____
Title _____
For _____
(Company)
Address _____
City/State/Zip _____
Phone _____
Fax _____
Email _____
Texas DOT # _____
Fed Employer ID# _____

Bids must be received by or before _____
In the Office of _____
Address _____
Phone _____ Fax _____
PLEASE REFERENCE SOLICITATION # _____

ACCEPTED BY OUR COMPANY BY

X _____ on _____
Name Title Date