

**Request for Proposal (RFP)**

|  |
| --- |
| **RFP Number: 170509**  **TITLE: Property and Crime Insurance**  **DUE DATE: May 9, 2017**  **PRIOR TO: 2:00 pm** |

**Mail or deliver completed RFP package to:**

Denton Independent School District

Purchasing Department

1213 N. Locust St.

Denton, TX 76201

Cheryl Farmer, Asst. Purchasing Agent

[cfarmer@dentonisd.org](mailto:cfarmer@dentonisd.org)

FAX: 940-369-4991

PROPOSER IDENTIFICATION (Please print information clearly)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Firm Name: |  |  | Date: |  |  |
| Address: |  |  | Phone: |  |  |
|  |  |  | Fax: |  |  |
| City/St/Zip: |  |  | Email: |  |  |
|  | |  |  | | |
| **You MUST sign the RFP Signature Sheet on page 9 for your RFP to be accepted.** | | | | | |

DENTON INDEPENDENT SCHOOL DISTRICT

Denton Independent School District has been committed to providing a quality education since it was founded in 1882. The district – located about 25 miles north of Dallas and Fort Worth – encompasses 180 square miles and contains all or parts of 17 cities, communities or major developments.

Located in the city of Denton, the school district has a rich history. In 1882, voters passed a $15,000 bond election to finance the construction of Denton's first public school. The district has continued to grow and is currently one of fastest-growing school districts in North Texas.

Denton ISD includes four comprehensive high schools, seven middle schools, 23 elementary schools, two early childhood centers, an alternative high school, an advanced technology complex and other specialized schools and centers. An eighth middle school is scheduled to open for the 2017-18 school year.   
In the past 10 years, the district has passed three bond packages totaling more than $627 million. Total insured property values exceed $1,058,000,000.

**Loss Prevention**

The District has an emergency management manual, conducts walk throughs and schedules periodic inspections of all locations. Karen Almon is the full time risk manager.

**Protection**

Most school buildings have sprinkler systems, monitored alarms and surveillance cameras. The Middle and Senior High schools contract with security firms and certified police officers during school hours. After school hours the District employs a contract security service to check all District property.

**Losses**

The District’s only loss has been had one hail loss within the past five years. The loss was paid by TASB RMF in the amount of $3,440,370.

For additional information please refer to the District’s website: <http://www.dentonisd.org>

**DENTON INDEPENDENT SCHOOL DISTRICT**

**REQUEST FOR PROPOSAL INSTRUCTIONS & CONDITIONS**

**PROPERTY AND CRIME INSURANCE**

**SECTION I – INSTRUCTIONS**

1. Sealed proposals shall be delivered to Cheryl Farmer, Purchasing Department located at 1213 North Locust Street, Denton, TX 76201 prior to 2:00 p.m., Tuesday, May 9, 2017. Proposals may not be left at any other location. FAXED OR EMAILED COPIES WILL NOT BE ACCEPTED.
2. Proposals received after specified date and time will be rejected and unopened. There will be no formal “bid opening”. All proposers will be notified of the results.
3. An original and three (3) copies of each proposal shall be in a sealed envelope plainly marked "SEALED PROPOSAL – PROPERTY INSURANCE-RFP #170509". An additional copy of each proposal must be sent by the proposer, via overnight delivery, to Robert V. Reim Company, 4200 Turkey Creek Drive, Austin, Texas 78730; the RFP Spreadsheet Questionnaire in an Excel format should be e-mailed to [bobreim@robertreim.com](mailto:bobreim@robertreim.com) after 2:00pm, Tuesday, May 9, 2017.
4. Each proposal must include:

* RFP Spreadsheet green highlighted tabs in Excel format (Summary, RFP Spreadsheet Questionnaire, Services, Risk Pools),
* Proposer's (Agent) Questionnaire,
* Proposer Certification & Declaration of Compliance,
* Signature Sheet,
* Deviation/Compliance Signature Form,
* SB9 – Criminal History Record Information,
* Non-Collusion Statement,
* Criminal Background Check and Felony Conviction Notification,
* Debarment or Suspension Certification Form,
* Resident/NonResident Bidder’s Certification,
* Conflict of Interest Questionnaire,
* Certification of Regarding Lobbying,
* Proposer Vendor Certification Forms,
* Vendor Data Form, and
* Copy of all insurance companies’ quotations.

Any proposal, which does not strictly adhere to the requirements enumerated in this document and the RFP Proposal Spreadsheet Questionnaire, will not be considered.

1. Do not contact the District directly. Any questions relating to the RFP documents must be directed to [bobreim@robertreim.com](mailto:bobreim@robertreim.com). Do not send blank applications; complete as much as you can and indicate the questions that need answering.  Contact with the administration or a member of the Board of Trustees prior to the award of the contract may result in the rejection of the firm’s proposal. Questions are to be submitted by 2:00 PM on April 26, 2017. Responses will be posted as an addendum on the Denton ISD website by 5:00 PM on April 28, 2017.
2. Completion of the RFP Spreadsheet Questionnaire is essential for accurate comparison. Terms such as “see attached” or “refer to policy” will assume the question was not answered. Avoid the use of N/A or N/C. They can stand for different terms; e.g., not applicable, not available, not acceptable, no charge or not covered. All questions must be answered.

**SECTION II - TERMS AND CONDITIONS**

1. The procedures used by the District will be in accordance with the "Request for Proposal" procedures and considerations as set forth in the Texas Education Code, Sec. 44.031. Throughout these specifications, when the term bid, bidder or vendor is used, it refers to a competitive sealed proposal.
2. The District reserves the right to accept or reject any or all proposals, waive any formalities in the proposal process and award the proposal to best serve the interest of the District and to negotiate with any providers as deemed advisable or necessary for the best interest of the District. Since there are important considerations involved in selecting insurance companies and services in addition to rates, the District is not required to accept the lowest priced proposal.
3. **Term:** All contracts shall be for a minimum of one-year beginning July 1, 2017 with rates and costs guaranteed for at least 12 months. Nothing in these Specifications shall prohibit the District from negotiating longer terms, or from automatically renewing coverage for additional years if service is satisfactory and both parties agree upon renewal terms. **The District specifically requests rate or rate cap guarantees for each of the four succeeding policy years.** The District considers this agreement to be a multi-year contract; however, the District shall have the opportunity to cancel contracts at each policy anniversary with no penalties for unearned premium. At the end of the each policy term, policies may be renewable by mutual consent of the District Administration and the awardee. Renewal pricing and currently valued loss reports must be provided to the District and Robert V. Reim Company no later than five months prior to expiration.
4. All proposals must be an exact duplication of the existing plans unless otherwise specifically indicated on the Proposal RFP Spreadsheet Questionnaires. Any plan of insurance, additional information, different method of handling coverage, increased protection, etc., not in the specifications, shall be welcomed, but must be submitted separately as an alternate proposal unless specifically requested on the Proposal RFP Spreadsheet Questionnaire.
5. Coverages included are Crime and Property Insurance.
6. Providers must be able to supply:

* Quarterly loss reports,
* Periodic reports showing status and prognosis of losses greater than $10,000,
* Annual premium and loss exhibits,
* Other reports requested by the District
* On site consultation.

1. **Each proposal must include sample copies of**:

* Loss reports,
* Annual or periodic billing to District,
* Claim forms & procedures.

1. Copies of all policy and contract forms, including interlocal or service agreements, must be included with your proposal.
2. Premiums shown must include service fees, policy fees and taxes. The basis of premium payment including down payment, number of installments, installment amounts, and finance charges must be outlined.
3. Cancellation by the proposing insurance company shall require 60 days’ notice (unless specifically noted on the Proposal RFP Spreadsheet Questionnaire) to the District, for any reason other than nonpayment.
4. This RFP document shall serve as formal notice of termination of participation in any current interlocal agreement. However, the District reserves the right to renew coverage for the term specified in this RFP. The District must be informed if further notice of this reservation of right is required.
5. The District will evaluate the proposals, attempting to place all coverages with one insurance agency, but reserves the right to separate policies and agencies. **Any proposals that will have different premiums for separate or "packaged" proposals must indicate both premiums in separate columns of the Spreadsheet Questionnaire**.

**EVALUATION CRITERIA**

**FACTOR                                                                                                                              POINTS**

Purchase Price  40

Reputation of the vendor and the vendor’s goods and services                                                 10

Quality of the vendor’s goods and services                                                                               20

Extent to which the goods and services meet the District’s needs                                             15

Vendor’s past relationship with the District                                                                               5

Impact of District’s compliance with laws and rules relating to Historically Underutilized Businesses 0

Total long-term cost to the District to acquire the goods or services                                          10

**TOTAL                                                                                                                                          100**

1. Copies of all policies provided for the District shall be sent to Robert V. Reim Company by the awardee.
2. All policies listing District property must show the District’s identification numbers for all buildings, vehicles and equipment.
3. Proposals must include copies of all insurance company quotations.
4. The information contained in these specifications may be considered confidential and is to be used only in connection with preparing insurance proposals.
5. The District prefers not to accept proposals with conditional remarks such as “Subject to Loss Control” or “Subject to Inspection”.
6. **OPEN RECORDS:** The District is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation are subject to release as public information unless the response or specific parts of the response are excepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information before responding to this invitation.
7. All proposals and parts of proposals will be considered public information after the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked.
8. **CONFIDENTIALITY:** Should the proposer access personably identifiable information in reference to any claimant, inadvertently or intentionally, proposer shall establish and maintain the confidentiality of records and information contained therein. Proposer gives full assurance that no information obtained from the district shall be used by or disclosed by its employees except as required to perform duties under the contract.
9. In the event that the District receives a request for disclosure of material marked “confidential” or “proprietary”, the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. Submission of material marked “confidential” or “proprietary constitutes agreement by the proposer to reimburse the District for all costs incurred by the District in connection with such an Attorney General request, including attorney fees incurred by the District. Copyrighted proposals are unacceptable and may be disqualified as non-responsive.
10. This Terms and Conditions, the RFP Spreadsheet files, District Questionnaire and Loss Runs provided in the RFP package are property of the District. Information contained is only to be used as underwriting information for use by insurance companies and proposers.

The District does not discriminate on the basis of race, color, national origin, gender, religion, age, or disability in employment or the provision of services.

**SECTION III - PROPOSER QUALIFICATIONS**

1. Agents submitting proposals should be licensed in Texas and have an organization of permanence with adequate personnel and experience. Qualifications should be shown on the Proposer Questionnaire, which was previously submitted to the District, a copy of which should be included in the proposal.
2. All Agents and Companies must have the capability of corresponding and exchanging files via e-mail.
3. **Agents submitting proposals must include:**

* Resumes for Account Executive and Backup Account Executive,
* List of schools and Districts currently insured by the agency,
* Summary of services available,
* Certificate of Errors and Omissions insurance with a minimum limit of $1,000,000.

1. Providers must furnish local or (800) phone numbers for claims assistance after normal business hours.
2. Agents/companies should have representation available to assist the District with the processing and monitoring of claims, with reports, applications, interpretations of coverage, changes in law and correspondence with the insurance company(ies).
3. Agents and/or insurance companies must be able to provide Loss Prevention and Engineering Services if requested by the District. Any additional cost must be identified in the Proposal. Loss Prevention Service Providers must hold Texas Department of Insurance Loss control representative designation.
4. Agents/companies will continue to act in an advisory and consulting role to the District for the duration of the Contract to ensure that the selected insurance program remains the most appropriate, cost effective, and responsive to the District's needs. These RFP documents and this RFP process does not relieve awardee (agent or insurance company) of the responsibility for providing advice and service normally and legally associated with the placement of insurance. Agent/companies will represent District’s best interests and will identify any real or potential conflicts, providing advice as to how they can be resolved.
5. Agent/Broker will notify the District of any new developments in the industry or markets generally that affect the District in any way or that impact the insurance coverage or policies sought by the District. Agent/Broker will respond to changing needs of the District with regard to policy changes or endorsements.
6. The recording agent shall obtain proposals only from the company(ies) assigned.
7. All insurance companies proposing coverage must be licensed by the State of Texas and subject to the Texas Insurance Guaranty Fund, unless coverage is not available through a licensed company. All insurance companies must have a current A. M. Best rating of at least A- VIII to be considered. Agents and direct writing companies must provide copies of Texas licenses. Agent/Broker will monitor financial condition of carriers on the District's account.
8. A self-funded program or risk pool organized under the Interlocal Cooperation Act, Article 4413 (32c), Texas Revised Civil Statutes Amendment shall also be acceptable. **The most recent audited consolidated financial statements, pool retentions and re-insurance information must be included with the proposal.**

**SECTION IV - PROPOSER CERTIFICATION & DECLARATION OF COMPLIANCE**

1. The undersigned, as Proposing Agent/Insurance Company, does hereby declare that they have read the specifications for the District Insurance programs, and with full knowledge of the requirements, does hereby agree to furnish all services and afford all provisions of coverage in full accordance with the specifications and requirements.
2. The undersigned, as Proposing Agent/Insurance Company, does hereby declare that they have read the specifications for the District Insurance programs, and with full knowledge of the requirements, does hereby agree to furnish all required documents listed in Section I, 4, Section II, 7 and 15, and Section III, 3 and 11.
3. The undersigned insurance agency/company warrants that any benefit that would be paid by the existing policies will be paid by the proposed policies. Further, the insurance agency/company indemnifies the District for any liability because of failure to provide insurance, which is at least equal to that coverage being replaced.
4. By signing this Request For Proposal, the undersigned proposer affirms that its 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, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.

* Undersigned agrees to provide annual loss runs valued no earlier than six months prior to expiration, for each year with outstanding or newly closed losses.
* Undersigned agrees that this RFP process does not relieve awardee (agent or insurance company) of the responsibility for providing advice and service normally and legally associated with the placement of insurance. Undersigned will represent District’s best interests and will identify any real or potential conflicts, providing advice as to how they can be resolved.
* Undersigned agrees to provide Robert V. Reim Company with copies of policies.
* Undersigned agrees to provide District and Robert V. Reim Company with renewal rates five months prior to expiration.

Agency/Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Errors & Omissions Insurance Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Limits: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Deductible: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Will your E&O insurer provide coverage for insurance placements with a risk pool? \_\_\_\_\_\_\_\_\_

We are not submitting a proposal at this time, but request to remain on the vendor list for future RFPs. Check here if “yes”. \_\_\_\_\_\_\_\_

**SIGNATURE SHEET**

I or we, the duly authorized undersigned, having carefully read and fully understand the specifications and conditions relating to this document, do hereby agree to enter into a contract with Denton ISD by tendering this offer to perform the work required and/or provide the products(s) specified in this solicitation. I or we, also certify to the accuracy of the certifications required which accompany this offer.

I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/offerors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any Denton ISD 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 Denton ISD’s Purchasing personnel; or in any discussions or actions between offer/offerors and any Denton ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

SUBMITTED BY:

FIRM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(OFFICIAL FIRM NAME) ***MUST BE SIGNED IN INK TO BE***

***CONSIDERED RESPONSIVE***

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Original Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Typed or Printed Name)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Typed or Printed Title) (Date)

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE: Submit copy of Proposer’s**

Taxpayer Identification #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **current W-9 Form**

I hereby acknowledge receipt of the following addenda ***(if applicable)*** which have been issued and incorporated into the RFP Document. (Please initial in ink beside each addendum received.)

Addendum No. 1 \_\_\_\_\_\_\_\_\_ Addendum No. 2 \_\_\_\_\_\_\_\_\_\_

Addendum No. 3 \_\_\_\_\_\_\_\_\_ Addendum No. 4 \_\_\_\_\_\_\_\_\_\_

**DEVIATION/COMPLIANCE SIGNATURE FORM**

|  |  |  |  |
| --- | --- | --- | --- |
| Company Name: |  | | |
| Address: |  | | |
| City/State/Zip: |  | | |
| Phone Number: |  | Fax #: |  |
| Email: |  | | |

If the undersigned Proposer intends to deviate from the Item(s) Specifications listed in this RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its RFP award decisions, and the District reserves the right to accept or reject any RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this RFP document.

 No Deviation

 Yes Deviations

|  |  |  |
| --- | --- | --- |
|  |  |  |
| ***Signature of Proposer*** |  | ***Date Signed*** |

If yes is checked, please list below. Attach additional sheet(s) if needed.

|  |
| --- |
|  |
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|  |

**THIS COMPLETED FORM MUST BE RETURNED WITH BID PROPOSAL**

**Model SB 9 Contractor Certification Form**

**Criminal History Record Information Review of Certain Contract Employees**

**Introduction:** Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

**Definitions:**

*Covered employees: Includes* all employees of a contractor (to include any subcontractors and/or independent contractors) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying conviction:* One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under federal law or the laws of another state.

On behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Name of Contractor"), I

First Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Last Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_

Zip: \_\_\_\_\_\_\_\_\_ Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Certify that [check one]:

[ ] None of Contractor’s employees are *covered employees,* as defined above.

*Or*

[ ] Some or all of the Contractor's employee are *covered employees.* If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

**NON-COLLUSION STATEMENT**

The undersigned affirms that he/she is duly authorized to execute this RFP, that this company, corporation, firm, partnership or individual has not prepared this RFP in collusion with any other Proposer, and that the contents of this RFP as to prices, terms or conditions of said RFP 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 the RFP.

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Typed or clearly printed)

Signature of Authorized Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position / Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm hereby assigns to purchaser any and all claims for overcharges associated with this RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

**CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION**

**CRIMINAL BACKGROUND CHECK**

Bidder/Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Bidder/Proposer certifies to the Denton ISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Bidder/Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Denton ISD’s property or other location where students are regularly present. Denton ISD shall be the final decider of what constitutes a “location where students are regularly present.” Bidder/Proposer’s violation of this section shall constitute a substantial failure.

If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

**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 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.

**THE FELONY CONVICITON NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.**

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Authorized Company Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Typed or clearly printed)

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

Signature of Company Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature of Company Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Details of Conviction(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| ***NOTE: Name and signature of company official should be the same as on the Non-Collusion Statement*** |

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Denton ISD pursuant to this RFP on any and all Denton ISD campuses or facilities. Vendor will not assign individuals to provide services at a Denton ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Denton ISD Purchasing Department.

**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $100,000. Vendors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, you (the Vendor):

1. Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency under the Federal OMB, A-102, common rule.

Firm’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Company Official’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Typed or printed)

Title of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Typed or printed)

Signature of Authorized Company Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RESIDENT / NONRESIDENT BIDDER’S CERTIFICATION**

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

* “Nonresident bidder” means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
* “Texas resident bidder” means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state; or employs at least 500 persons in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident’s bid is lower than the lowest bid submitted by a responsible

Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is a

**Resident Bidder of Texas** as defined in HB 620.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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I certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is a

**Nonresident Bidder of Texas** as defined in HB 620 and our principal place of business is:

City and State: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| **CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ**  **For vendor doing business with local governmental entity** | | |
| **This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.  A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. | | **OFFICE USE ONLY** |
| Date Received |
| **1** | **Name of vendor who has a business relationship with local governmental entity.** |
|  |
| **2** | **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
|  |
| **3** | **Name of local government officer about whom the information is being disclosed.**  Name of Officer | |
|  |
| **4** | **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also, describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**   1. Is the local government officer or a family member of the officer receiving or likely to receive taxable income other than investment income, from the vendor?   Yes No   1. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?   Yes No | |
|  |
| **5** | **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.** | |
|  |
| **6** | Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). | |
|  |
| **7** | Signature of vendor doing business with the governmental entity Date | |
|  |

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

**CONFLICT OF INTEREST QUESTIONNAIRE**

**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

1. a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family

member of the officer that results in the officer or family member receiving taxable income,

other than investment income, that exceeds $2,500 during the 12-month period preceding the

date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts

that have an aggregate value of more than $100 in the 12-month period preceding the date the

officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a

local governmental entity and:

* 1. has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  2. has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  3. has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not

later than the seventh business day after the later of:

1. the date that the vendor:
2. begins discussions or negotiations to enter into a contract with the local governmental

entity; or

1. submits to the local governmental entity an application, response to a request for proposals

or bids, correspondence, or another writing related to a potential contract with the local

governmental entity; or

1. the date the vendor becomes aware:
2. of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
3. that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.
4. Of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

**CERTIFICATION OF REGARDING LOBBYING**

Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U. S. Code. This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

**(PLEASE TYPE OR PRINT CLEARLY)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company Name) (Company Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Submitting Official) (Company Address – City, State, Zip)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature) (Date)

**PROPOSER/VENDOR CERTIFICATION FORMS**

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

***The following provisions are required and apply when federal funds are expended by Denton ISD for any contract resulting from this procurement process.***

**The Denton ISD is the subgrantee or subrecipient by definition. The Federal rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts under Federal Awards 2 CFR PART 200**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

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

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

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

Pursuant to Federal Rule (B) above, when Federal funds are expended by Denton ISD, Denton ISD reserves the right to terminate any agreement in excess of $10,000resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. Denton ISD reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days’ notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the Denton ISD. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

***Does vendor agree to abide by the above?***

***Yes (If yes, insert initials of Authorized Representative of vendor)***

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

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

***Does vendor agree to abide by the above?***

***Yes (If yes, insert initials of Authorized Representative of vendor)***

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

Pursuant to Federal Rule (D) above, when Federal funds are expended by Denton ISD, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the Denton ISD resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

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

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

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

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

Pursuant to Federal Rule (F) above, when Federal funds are expended by Denton ISD, Denton ISD requires that the proposer certify that during the term of an award by Denton ISD resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

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

Pursuant to Federal Rule (G) above, when Federal funds are expended by Denton ISD, Denton ISD requires that the proposer certify that during the term of an award by the Denton ISD resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 2365+ (3CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Denton ISD, the vendor certifies that during the term of an award for all contracts by Denton ISD resulting from this procurement process, the vendor certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be include in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL**

**FUNDS –**2 **CFR** § **200.333**

When federal funds are expended by Denton ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When federal funds are expended by Denton ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub L. 94-163, 89 Stat. 871).

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

**CERTIFICATION OF NON-COLLUSION STATEMENT**

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fid, fair, and made without collusion or fraud with any person, join venture, partnership, corporation or other business or legal entity.

***Does vendor agree? Yes (If yes, insert initials of Authorized Representative of vendor)***

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

Vendor’s Name/Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**REFERENCES**

Please provide a minimum of three (3) references, preferably from school districts, who have used your services within the last three (3) years. Additional references may be required. **DO NOT LIST DENTON ISD EMPLOYEES, FORMER OR CURRENT, AS REFERENCES.**

1. Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Business Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of project or work completed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Business Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of project or work completed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Business Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of project or work completed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**VENDOR DATA FORM**

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| **1. For Purchase Orders: ORDERING ADDRESS INFORMATION** | | | | | | | | |
|  | Company Name: |  | | | | |  | |
|  | dba Name: |  | | | | |  | |
|  | Address: |  | | | | |  | |
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|  |  |  | | |  | |  | |
|  | Business Phone: |  | | |  | Fax: | |  |
|  | Contact Person: |  | | |  | Email: | |  |
|  | Web address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Indicate how your company would receive Purchase Orders from Denton ISD.  By Email: Yes \_\_\_\_\_ No \_\_\_\_\_ Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By Fax: Yes \_\_\_\_\_ No \_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By Mail: Yes \_\_\_\_\_ No \_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Representative Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contact Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Purchasing Cooperatives: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | |
|  |  | | | | | | | |
| **2. For Payments: REMITTANCE ADDRESS INFORMATION** | | | | | | | | |
|  | Company Name: |  | | | | |  | |
|  | Address: |  | | | | |  | |
|  |  |  | | | | |  | |
|  | Tax ID#: | |
|  |  |  | | |  | |  | |
|  | Business Phone: |  | | |  | Fax: |  | |
|  | Contact Person: |  | | |  | Email: |  | |
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| **3. For BID/PROPOSAL Notifications: ADDRESS INFORMATION** | | | | | | | | |
|  | Company Name: |  | | | | |  | |
|  | Address: |  | | | | |  | |
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|  | Business Phone: |  | | |  | Fax: | |  |
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