



Competitive Sealed Proposal (CSP)

<p>CSP Number: 160713</p> <p>TITLE: Courier Service</p> <p>DUE DATE: July 13, 2016</p> <p>PRIOR TO: 2:00 P.M. (CST)</p>

Mail or deliver complete CSP package to:

Denton Independent School District
Purchasing Department
1213 N. Locust St.
Denton, TX 76201

For additional information, please contact the person listed below. **All questions must be submitted in writing** (email preferred) and received on or seven (7) calendar days prior to the opening date and time. **No verbal responses will be provided.** Please note that CSP results are **NOT** available by telephone.

Cindy Willis, Director of Purchasing
cwillis2@dentonisd.org
FAX: 940-369-4991

PROPOSER IDENTIFICATION (Please print information clearly)

Firm Name: _____	Date: _____
Address: _____	Phone: _____
_____	Fax: _____
City/St/Zip: _____	Email: _____
<p>You <u>MUST</u> sign the CSP Signature Sheet on page 10 in order for your CSP to be accepted.</p>	

**COMPETITIVE SEALED PROPOSAL (CSP)
COURIER SERVICE
DENTON INDEPENDENT SCHOOL DISTRICT**

The Denton Independent School District (referred to as the “District” from this point forward) is soliciting responses to this Competitive Sealed Proposal (CSP) for **Courier Service**.

The Proposer is strongly encouraged to read the entire CSP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of the CSP.

Section 1.0: Instructions to Proposers

- 1.1 To be considered for award of this solicitation, all pages requiring signature plus any/all attachments, must be completed with all requested information, signed and returned sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the CSP date and time. Failure to provide complete and accurate information may disqualify the Proposer.
- 1.2 Proposals must be received in the Purchasing Department office, 1213 N. Locust St., Denton, TX 76201 **PRIOR TO** the hour and date specified on the front page of this document or any subsequent Addenda. No other published dates will be binding. Proposals received after this date and time will not be considered. **The district will not accept faxed or emailed proposals.**
- 1.3 If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended to the next District business day on which the office is open, unless the proposer is otherwise notified by the District. The time of day for submission shall remain the same.
- 1.4 Addenda will be posted on the Purchasing Department page of the Denton ISD website, www.dentonisd.org. All Proposers receiving this CSP other than directly from Denton ISD are responsible to obtain all addenda that pertains to the CSP. All addenda become a part of the CSP documents. Proposers shall acknowledge receipt of all addenda on the Signature Sheet.
- 1.5 All vendor communications must be directed in writing to the person listed on the first page of this document. Request for information/interpretation must be received on or before seven (7) calendar days prior to the opening date and time. Only questions answered by formal written addenda will be binding. Include the CSP Number and Name in the subject line.
- 1.6 If any exceptions are taken to any portion of the CSP, the proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Signature Form or as a separate attachment to the CSP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the CSP as proposed by the

District. The District reserves the right to reject a CSP containing exceptions, additions, qualifications or conditions.

- 1.7 The CSP response must be signed by an individual authorized to contractually bind the company submitting the CSP. A failure to sign the CSP could cause it to be rejected as non-responsive. The CSP must include full company name and address of Proposer, the title or authority to bind his/her firm in a contract and contact information. A Signature Sheet is included in this packet.
- 1.8 The District reserves the right to award this CSP to a single vendor, multiple vendors, each line item separately, or in any combination to be in the best interest of the District. If the Proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation / Compliance Form and included with this CSP.
- 1.9 CSP’s will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate CSP’s, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.
- 1.10 Denton ISD reserves the right to accept or reject any and/or all of the proposals, to waive technicalities, to be the sole judge of quality and equality, to be the sole judge as to the definition of “best overall benefit” and accept the proposal that is in the best interest of the district.
- 1.11 The CSP must remain open for a period of ninety (90) days subsequent to the submission due date, unless otherwise indicated, to allow time for the offer(s) to be evaluated and board of trustees action, if required.
- 1.12 The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this CSP, subject to verification of the same or lower prices and conditions on the CSP.
- 1.13 Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE is included in this proposal.
- 1.14 In order to ensure the integrity of the selection process, Proposer’s employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer’s response, directly or indirectly, through any contact with school board members or other district officials from the date this CSP is released until the award.
- 1.15 All contractors, subcontractors and their employees must submit to Denton ISD proof of a satisfactory criminal record history of all individuals working on district property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety’s website www.tx.dps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.

- 1.16 Vendors who perform work inside Denton ISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both Denton ISD's responsibilities and the Employer's responsibility to their employees. As a vendor, it is your responsibility to check each building prior to performing any work in that facility. These building materials may include, but not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and be compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office and may be reviewed upon request. After reviewing the Asbestos Management Plan and are still unclear about whether the area you will be working in contains asbestos or not, please contact Bill Knight at 940-369-0200.
- 1.17 Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.

Section 2.0: Standard Terms and Conditions

- 2.1 The District reserves the right to accept or reject any and/or all proposals, to waive any technicalities, to waive any formalities, to be the sole judge of quality and equality, to accept the proposal that is in the best interest of the district, and the right to waive minor irregularities in the procedures.
- 2.2 The District further reserves the right to reject all proposals and seek new proposals when such procedures are in the best interest of the district. The District also will be the sole judge as to the definition of "district's best interest".
- 2.3 No orders are to be placed without a purchase order signed by the Purchasing Agent. No payment will be made for orders filled without an approved purchase order.
- 2.4 All invoices must include the purchase order number and sent to:

Denton Independent School District
Accounts Payable Department
P. O. Box 2387
Denton, Texas 76202

Payment shall be monthly
- 2.5 Denton ISD is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN CSP PRICES.** Excise Tax Exemption Certificate will be furnished upon request.
- 2.6 The successful Proposer may not assign its rights and duties under an award without the written consent of Denton ISD. Such consent shall not relieve the assignor of liability in the event of default by its assignee.
- 2.7 Failure of the successful Proposer(s) to notify the District sufficiently in advance of the inability to complete the job within the time frame allowed and with acceptable reasons(s) shall give the District the option of cancelling the contract.

- 2.8 Denton ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Several governmental entities around Denton ISD have indicated an interest in being included in this contract. All purchases by entities other than Denton ISD will be billed directly to that entity and paid by that entity. Denton ISD will not be responsible for another entity's debts.
- 2.9 Insurance Requirements, if required, (Section 5.0) will be submit the following Certificates of Insurance naming Denton ISD as Certificate Holder and named additional insured on General Liability Certificates. Certificates may be faxed to the Purchasing Department at 940-369-4991 or emailed to cwillis2@dentonisd.org. The selected Proposer will be required to supply the insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance **The District reserves the right to require higher limits of coverage depending on the size, scope and nature of a CSP.** The following minimum limits shall apply to each type of insurance coverage.
- 2.9.1 **Worker's Compensation and Employer's Liability Insurance** with statutory limits in conjunction with Employer's Liability Insurance with limits no less than \$500,000 per accident/disease is required. The Vendor shall require subcontractors to provide insurance for the latter's employees, unless such employees are covered by a Worker's Compensation policy furnished by the General Contractor.
- 2.9.2 **Commercial Automobile Liability and Property Damage** covering all owned, non-owned and hired vehicles to be used in performance of this work; Bodily injury and Property Damage coverage shall be in an amount no less than \$100,000 per person/\$300,000 per occurrence/\$100,000 property damage.
- 2.9.3 **Commercial General Liability Damage Insurance** – Comprehensive general liability insurance in the amount of \$1,000,000 each occurrence with a \$2,000,000 aggregate.
- 2.9.4 **Umbrella Liability Insurance** – Liability on a following form basis with a limit not less than \$1,000,000 per occurrence in excess of all primary limits.
- 2.9.5 **Third Party Fidelity bond** of \$50,000 per employee along with umbrella coverage in the amount of not less than \$200,000.
- 2.9.6 Denton ISD must be given ten (10) day notice of cancellation or change in insurance coverage.
- 2.10 Certificate of Interested Parties – Form 1295
- 2.10.1 The Texas Legislature adopted House Bill 1295 which added section 2252.908 of the Government Code Chapter 2252, Contracts with Governmental Entity.
- 2.10.2 Section 2252.908 Disclosure of Interested Parties
(d) "A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the

business entity submits the signed contract to the governmental entity or state agency.”

2.10.3 Form 1295 is not required for the submission process but must be completed prior to contract execution.

2.10.4 For further information go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Section 3.0: Scope of Work

3.1 The District is accepting Competitive Sealed Proposals (CSP) from qualified vendors for Courier Service. Courier Service will include depository bank stops as well as courier stops between district and non-district locations.

3.2 General Conditions

3.2.1 Pickups at each designated stop shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday when school is in session. Deposits shall be taken to the designated depository bank, (presently, BBVA Compass, Denton, TX). Service will not be required on inclement weather days, but will be required on makeup days if makeup days are required.

3.2.2 Carrier will transport and deliver to and from the designated stops, monies and securities designated by the Denton Independent School District.

3.2.3 Carrier will accept for transportation and delivery shipments of monies, securities, which are properly sealed.

3.2.4 The shipments received by carrier will be transported in a secured manner, under the control of a driver carrying proper credentials for identification by personnel of the Denton Independent School District. Carrier guarantees prompt and efficient service to the Denton Independent School District. Carrier shall not, however, be liable to Denton Independent School District for delays in performance covered by strikes, wars, riots, insurrection, act of God, or the public enemy. The Carrier will be liable for the safety of all monies and securities being delivered.

3.2.5 Carrier guarantees delivery to Denton Independent School District's depository bank of all monies and securities placed in its possession by Denton Independent School District for the loss of any and all monies or securities. However, the carrier's loss on any one occurrence shall not exceed the sum of \$100,000.00.

3.2.6 The successful proposer shall call the District when a problem arises with the pick-up of money, delivery of moneybags, vehicle breakdown, or other unanticipated problems.

3.2.7 Payment shall be monthly.

3.3 Additional Work Outside of Scope

3.3.1 Any additional work identified outside the scope of this CSP, along with the cost, must be authorized in advance by the Administrative Services Department.

3.4 Staffing Requirements and Standards

3.4.1 Proposer will appropriately staff work force and supervisory personnel to perform the specified services to meet the requirements of Denton ISD.

3.4.2 Personnel will be appropriately trained and supervised and will maintain a courteous and professional appearance and attitude while on Denton ISD property.

Section 4.0: Evaluation Criteria

4.1 Final evaluation of this proposal will be based on the Texas Education Code 44.034 (b) per the General Conditions. Evaluation of pricing will be based on Unit Price value to be submitted on the “Proposal Form”.

EVALUATION CRITERIA	POINT VALUE
Purchase Price	45
Reputation of the vendor and vendor’s goods or services	15
Quality of the vendor’s goods or services	10
Extent to which the goods or 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	5
Other relevant factors specifically listed in this CSP	5
Total Points	100

4.2 The District does not award contracts on pricing alone. The District reserves the right to award the contract to the proposer(s) who offer the best value and in the best interest of the District.

4.3 The District reserves the right to be the sole judge as to the definition of “best value” and “best interest of the District”.

4.4 If the District is unable to reach a contract agreement with the selected proposer, the District shall terminate further discussions and proceed to the next proposer in the order of the selection ranking until a contract agreement is reached or all proposals are rejected.

4.5 The District will review submission and notify submitting Proposers of decisions made. The District may elect to interview some of those vendors submitting proposals. Proposers to be interviewed will be notified as to the date, time and place for the interview.

Section 5.0: Special Terms and Conditions

5.1 The District intends to award this proposal to one (1) vendor if it is in the best interest of the District.

- 5.2 The proposal submission shall include one (1) original (Clearly labeled Original) and two (2) copies (Clearly labeled Copy) and must be sealed in an envelope, box or container, clearly marked on the outside with CSP 160711– Courier Service.
- 5.3 **The term of this contract**, upon governing body approval, shall be for a period of two (2) years beginning August 1, 2016 through August 30, 2018 with an option to renew for two (2) two year extensions, with governing body approval, based on the long-range needs of the District and mutual consent of both parties. The final expiration date would be June 30, 2022.
- 5.4 Prices shall be firm for the period of two years beginning August 1, 2016. After the initial two year period, any proposed price change(s) must be submitted in writing and signed by an authorized company representative **no later than** six (6) months prior to the expiration date to be considered. Within this six (6) month period, the District reserves the right to negotiate or reject any or all request for rate increases. Prices will remain firm during each renewal period.
- 5.5 Price increases for each additional extension term will be negotiated not to exceed the CPI in the Denton/Dallas/Fort Worth area at the time of the renewal.
- 5.6 The District will provide a list of additional facilities added during the term of this CSP and negotiate a price prior to the renewal period.
- 5.7 The District will provide a list of current facilities that may be sold, demolished, remodeled or property boundaries changed during the term of this CSP and negotiate a price and scope of work prior to the renewal period.
- 5.8 During any fiscal year of this agreement the Board of Trustees fails to appropriate funds, the District will immediately notify the contractor and relieve them of their obligations under this agreement. Any/All extensions will be subject to the availability of funds, product quality, vendor performance, and the agreement of both parties to extend.
- 5.9 The District reserves the right to extend this solicitation at the end of any contract term for up to 60 days if determined to be in the best interest of the District to ensure the availability of products and/or services. All purchase orders dated and issued within these dates will be subjected to the terms and conditions of this CSP.
- 5.10 The successful Proposer may not assign its rights and duties under an award without written consent of Denton ISD. Such consent shall not relieve the assignor of liability in the event of default by its assignee.
- 5.11 Whenever Denton ISD, in its discretion, deems it to be in the District’s best interests, it may terminate any resulting award for the District’s convenience. Such termination shall be effective thirty (30) days after Denton ISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and Denton ISD shall have no liability for, any costs under this CSP that are not necessary for actual performance of the CSP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Denton ISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

- 5.12 The Vendor shall be considered in default of this CSP, and such default shall be grounds for the District to terminate any resulting award for this CSP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this CSP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this CSP under such termination shall be considered a termination for convenience under 5.11.
- 5.13 To be considered for award of this solicitation, all pages requiring signature, plus any/all attachments, must be legible and completed with all requested information, signed and returned sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the CSP date and time. Required documents are:
- 5.13.1 Signature Sheet
 - 5.13.2 Deviation / Compliance Signature Form
 - 5.13.3 SB9 – Criminal History Record Information
 - 5.13.4 Non-Collusion Statement
 - 5.13.5 Criminal Background Check and Felony Conviction Notification
 - 5.13.6 Debarment or Suspension Certification Form
 - 5.13.7 Resident Bidder’s Certification
 - 5.13.8 Conflict of Interest Questionnaire
 - 5.13.9 Certification of Regarding Lobbying
 - 5.13.10 Interlocal Agreement Clause (EPCNT) - Optional
 - 5.13.11 References
 - 5.13.12 Vendor Data Form
 - 5.13.13 W-9, Tax Payer Identification Number & Certification
 - 5.13.14 Valid copy(s) of Certificates of Insurance – Required
 - 5.13.15 HUB certification documentation – if applicable
 - 5.13.16 Response Form
 - Cost & Information
 - Estimated pickup time per location

SIGNATURE SHEET

We, the undersigned, have read and fully understand the specifications and conditions relating to this document.

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: _____

Taxpayer Identification #: _____

**NOTE: Submit copy of Proposer's
current W-9 Form**

I hereby acknowledge receipt of the following addenda (*if applicable*) which have been issued and incorporated into the CSP Document. (Please initial in ink beside each addenda 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 CSP 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 CSP award decisions, and the District reserves the right to accept or reject any CSP 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 CSP document.

- No Deviation
- Yes Deviations

<i>Signature of Proposer</i> _____ <i>Date Signed</i> _____

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

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 CSP, that this company, corporation, firm, partnership or individual has not prepared this CSP in collusion with any other Proposer, and that the contents of this CSP as to prices, terms or conditions of said CSP 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 CSP.

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 CSP 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: _____

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

Signature of Company Official: _____ Date: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ 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 CSP 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 is 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 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: _____

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.

A. 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

B. 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

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:

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

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

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

(2) the vendor:

- 1. 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;
- (A) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

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

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.
 - (C) Of a family relationship with a local government officer.

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 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, 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)



EPCNT

Educational Purchasing Cooperative of North Texas

INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Denton Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____

No _____

If you (the vendor) check yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Fort Worth Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Denton Independent School District will be billed directly to that governmental entity and paid by that government entity. Denton Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its' own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>

Company Name:

_____ *(Typed or printed)*

Title of Authorized Representative:

_____ *(Typed or printed)*

Signature of Authorized Company Official:

Date Signed:

REFERENCES

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

1. Company Name: _____

Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Description of project or work completed: _____

2. Company Name: _____

Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Description of project or work completed: _____

3. Company Name: _____

Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Description of project or work completed: _____

VENDOR DATA FORM

1. For Purchase Orders: ORDERING ADDRESS INFORMATION

Company Name: _____

dba Name: _____

Address: _____

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: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

3. For BID/PROPOSAL Notifications: ADDRESS INFORMATION

Company Name: _____

Address: _____

Business Phone: _____ Fax: _____

Contact Person: _____ Email: _____

Please insert Required Documents here that are listed on page 8, if applicable, that are not included in this document.

**W-9, Tax Payer Identification Number & Certification
Valid copy(s) of Insurance Documents
HUB certification documentation (if applicable)**

(This page does not need to be returned with packet)

Information

PICK-UP Site/Frequency Breakdown

	Number of Stops	Number of Pickup Days	Total Pickups
Daily	39	177	6903
Weekly (Central office)	1	37	37
On-Call Locations	1	As needed	As needed

Denton ISD Pickup Locations

Pickup Frequency	CAMPUS	Street Address	City/State
Weekly	DENTON INDEPENDENT SCHOOL DISTRICT	1307 N LOCUST	DENTON, TX 76201
Daily	ADKINS ELEMENTARY	1701 MONAHAN DR	LANTANA, TX 76226
Daily	ANN WINDLE SCHOOL FOR YOUNG CHILDREN	901 AUDRA LANE	DENTON, TX 76201
Daily	BELL ELEMENTARY	601 VILLA PALOMA	LITTLE ELM, TX 75068
Daily	BETTIE MYERS MIDDLE SCHOOL	131 GARZA LANE	SHADY SHORES, TX 76208
Daily	BILLY RYAN HIGH SCHOOL	5101 E MCKINNEY	DENTON, TX 76208
Daily	BLANTON ELEMENTARY	9501 STACEE LANE	ARGYLE, TX 76226
Daily	BORMAN ELEMENTARY	1201 PARVIN	DENTON, TX 76205
Daily	BRASWELL HIGH SCHOOL	26750 E. UNIVERSITY DRIVE	AUBREY, TX 76227
Daily	CALHOUN MIDDLE SCHOOL	709 CONGRESS	DENTON, TX 76201
Daily	CROSS OAKS ELEMENTARY	600 LIBERTY BLVD	AUBREY, TX 76227
Daily	CROWNOVER MIDDLE SCHOOL	1901 CREEKSIDE DR.	CORINTH, TX 76210
Daily	DENTON HIGH SCHOOL	1007 FULTON	DENTON, TX 76201
Daily	EUGENIA P. RAYZOR ELEMENTARY	377 RAYZOR ROAD	LANTANA, TX 76226
Daily	EVERS PARK ELEMENTARY	3300 EVERS PARKWAY	DENTON, TX 76207
As Needed	FRED MOORE HIGH SCHOOL	815 CROSS TIMBERS	DENTON, TX 76205
Daily	GINNINGS ELEMENTARY	2525 YELLOWSTONE	DENTON, TX 76209
Daily	GONZALEZ SCHOOL FOR YOUNG CHILDREN	1212 LONG ROAD	DENTON, TX 76207
Daily	HODGE ELEMENTARY	3900 GRANT PARKWAY	DENTON, TX 76208
Daily	HOUSTON ELEMENTARY	3100 TEASLEY LANE	DENTON, TX 76205
Daily	JOHN GUYER HIGH SCHOOL	7501 TEASLEY LANE	DENTON, TX 76210
Daily	L A NELSON ELEMENTARY	3909 TEASLEY LANE	DENTON, TX 76210
Daily	LEE ELEMENTARY	800 MACK PLACE	DENTON, TX 76201
Daily	LESTER DAVIS SCHOOL	1125 DAVIS	DENTON, TX 76201
Daily	MCMATH MIDDLE SCHOOL	1900 JASON	DENTON, TX 76205
Daily	MCNAIR ELEMETARY SCHOOL	1212 HICKORY CREEK ROAD	DENTON, TX 76210
Daily	MILDRED HAWK ELEMENTARY	2300 OAKMONT	CORINTH, TX. 76210
Daily	NAVO MIDDLE SCHOOL	1701 NAVO ROAD	AUBREY, TX 76227
Daily	NEWTON RAYZOR ELEMENTARY	1400 MALONE	DENTON, TX 76201
Daily	PALOMA CREEK ELEMENTARY	1600 NAVO ROAD	AUBREY, TX 76227
Daily	PECAN CREEK ELEMENTARY	4400 LAKEVIEW BLVD	DENTON, TX 76208
Daily	PROVIDENCE ELEMENTARY	1000 FM 2931	AUBREY, TX 76227
Daily	SAVANNAH ELEMENTARY	1101 COTTON EXCHANGE	AUBREY, TX 76227
Daily	STEPHENS ELEMENTARY	133 GARZA	SHADY SHORES, TX 76208
Daily	STRICKLAND MIDDLE SCHOOL	324 E. WINDSOR DR.	DENTON, TX 76209
Daily	TOM HARPOOL MIDDLE SCHOOL	9601 STACEE LN	ARGYLE, TX 76226
Daily	TOMAS RIVERA ELEMENTARY	701 NEWTON	DENTON, TX 76205
Daily	WAYNE STUART RYAN ELEMENTARY	201 W. RYAN RD.	DENTON, TX 76210
Daily	WOODROW WILSON ELEMENTARY	1306 E WINDSOR	DENTON, TX 76209
Daily	ADVANCED TECHNOLOGY COMPLEX	1504 LONG ROAD	DENTON, TX 76207
Daily	NORMAN SISK ANNEX	230 N. MAYHILL ROAD	DENTON, TX 76208

Response Form

As part of your company's response, we request both pickup cost (per stop & annual) and an estimated time of pickup for each location.

Pricing

Daily Pickup (39 locations @ 177 days---6903 stops)

Cost per Stop: \$ _____ Daily Cost: \$ _____ Annual Cost: \$ _____

Weekly Pickup (1 location @ 37 days---37 stops)

Cost per Stop: \$ _____ Daily Cost: \$ _____ Annual Cost: \$ _____

On-Call Pickup (extra stop/additional stop charge)

Cost per Stop: \$ _____

Wait Time

Please describe your company's policy:

Additional Courier Services

The district often has a need for a courier to deliver items (mail, small packages, etc.) between campus locations, district and non-district locations. Does your company provide additional courier services other than depository runs? YES _____ NO _____

Please explain your pricing structure: _____

Denton ISD Pickup Locations

Pickup Frequency	CAMPUS	Street Address	City/State	Estimated Pickup Time
Weekly	DENTON INDEPENDENT SCHOOL DISTRICT	1307 N LOCUST	DENTON, TX 76201	
Daily	ADKINS ELEMENTARY	1701 MONAHAN DR	LANTANA, TX 76226	
Daily	ANN WINDLE SCHOOL FOR YOUNG CHILDREN	901 AUDRA LANE	DENTON, TX 76201	
Daily	BELL ELEMENTARY	601 VILLA PALOMA	LITTLE ELM, TX 75068	
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