

**Request for Proposal (RFP)**

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|  **RFP Number: 170615 - Pest****TITLE: Pest Control Services****DUE DATE: June 15, 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

For additional information, please contact the person listed below. **All questions must be submitted**

**In writing** (via email) and received on or seven (7) calendar days prior to the opening date and time. **No verbal responses will be provided.** Please note that RFP results are **NOT** available by telephone.

Cheryl Farmer, Asst. Purchasing Agent

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 14 for your RFP to be accepted.** |

**REQUEST FOR PROPOSAL (RFP)**

**PEST CONTROL SERVICES**

**DENTON INDEPENDENT SCHOOL DISTRICT**

The Denton Independent School District (referred to as the “District” from this point forward) is soliciting responses to this Request for Proposal (RFP) for **Pest Control Services.**

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

QUESTIONS PERTAINING TO THIS PROPOSAL WILL BE DUE BY 3:00pm, June 7, 2017. BOTH QUESTION(S) AND ANSWER(S) WILL BE POSTED TO THE PURCHASING PAGE OF THE DENTON ISD WEBPAGE BY 5:00pm ON June 8, 2017.

DENTON ISD WILL BE CLOSED ON MAY 29 AND JULY 4, 2017 IN OBSERVANCE OF THE MEMORIAL DAY AND INDEPENDENCE DAY HOLIDAYS.

DENTON ISD HOURS OF OPERATION WILL BE FROM 7:30AM TO 5:30PM, MONDAY THROUGH THURSDAY, BEGINNING JUNE 9, 2017 THROUGH JULY 28, 2017.

Due to the anticipated number of responses, proposals will be opened and tabulated upon receipt. All responses will remain confidential until awarded.

**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 RFP date and time. Failure to provide complete and accurate information may disqualify the Proposer.

* 1. 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. Denton ISD will not be responsible for mail delivered from the post office or by delivery service that is delivered late or to another location. **The district will not accept faxed, emailed or other electronic proposals.**
	2. 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.
	3. Addenda will be posted on the Purchasing Department page of the Denton ISD website, [www.dentonisd.org](http://www.dentonisd.org). All Proposers receiving this RFP other than directly from Denton ISD are responsible to obtain all addenda that pertains to the RFP. All addenda become a part of the RFP documents. Proposers shall acknowledge receipt of all addenda on the Signature Sheet.
	4. 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. Include the RFP Number and Name in the subject line. Only questions answered by formal written addenda will be binding.
	5. If any exceptions are taken to any portion of the RFP, 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 RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications or conditions.
	6. The RFP response must be signed by an individual authorized to contractually bind the company submitting the RFP. A failure to sign the RFP could cause it to be rejected as non-responsive. The RFP 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.
	7. A response to this solicitation is an offer to contract with Denton ISD and its members based on the specifications and standard terms and conditions contained in this document. Bids/proposals do not become contracts unless and until they are both accepted by DISD through an award letter to the bidder, signed contract and/or put into effect by the issuance of a purchase order signed by an authorized representative of the Denton ISD Purchasing Department.
	8. The District reserves the right to award this RFP 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 RFP.
	9. Responses will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFP’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.
	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.
	11. Each proposal shall be carefully prepared using identical proposal forms bound herewith. Entries on the proposal shall be typed or legibly written. All prices shall be stated in words and figures except where the forms provide for figures only. The RFP 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.
	12. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this RFP, subject to verification of the same or lower prices and conditions on the RFP.
	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.
	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 RFP is released until the award.
	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](http://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.
	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.
	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 Director of Purchasing. 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 as follows:

 For Kitchens: For All others:

 Denton Independent School District Denton Independent School District

Attn: Child Nutrition Department Attn: Bill Knight

230 N. Mayhill Rd. 230 N. Mayhill Rd.

Denton, Texas 76208 Denton, TX 76208

The Child Nutrition Department is run as an Enterprise Fund and pays all invoices for that department. All other facilities are paid by the central Business Office.

2.5 Denton ISD is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN RFP 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, when required, (Section 6.0) will submit the following Certificates of Insurance naming Denton ISD as Certificate Holder and named additional insured on General Liability Certificates. Certificates may be emailed (preferred) to Karen Almon, Director of Risk Management, at kalmon@dentonisd.org or faxed to 940-369-4980. 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 RFP. T**he following minimum limits shall apply to each type of insurance coverage.

* + 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. **Commercial Automobile Liability and Property Damage** covering all owned, non-owned and hired vehicles to be used in performance of this work; Combined Single Limit in an amount no less than $1,000,000 **OR** Bodily Injury coverage shall be in an amount no less than $100,000 per person/$300,000 per occurrence and Property Damage in an amount no less than $100,000 per accident. **(If work is to be done on DISD property)**
		3. **Commercial General Liability Damage Insurance** – at the minimum combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations. ($1,000,000 products/completed operations must be maintained for at least two (2) years after the installation is completed). Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor’s obligations contained in the contract. A per-project aggregate endorsement must be included.
		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.
		5. The successful proposer shall furnish Denton ISD certificates of insurance in writing no later than 15 working days after acceptance of a contract.
		6. Denton ISD must be given ten (10) day notice of cancellation or change in insurance coverage.

2.10 Bond Requirements, when required, (Section 6.0) will submit the following **when work is to be done on DISD property**:

 2.10.1 **Third Party Fidelity bond** of $50,000 per employee along with umbrella coverage in the amount of not less than $1,000,000.

2.10.2 The successful proposer shall furnish to Denton ISD, when required, no later than 15 working days after acceptance of a contract.

2.10.3 Bonds shall be executed by a Surety Company approved by the District and authorized to do business in the state of Texas.

2.11 Certificate of Interested Parties – Form 1295

 2.11.1 The Texas Legislature adopted House Bill 1295 which added section 2252.908 of the Government Code Chapter 2252, Contracts with Governmental Entity.

 2.11.2 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.”

 2.11.3 Form 1295 is required with submission. For further information go to:

 <https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm>

* 1. 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.
	2. Neither the vendor nor the district shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligation under any resulting agreement is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, “Force Majeure events”). For purposes of this document, Force Majeure events shall include, but not limited to, acts of God or public enemy, war, riot or civil commotions, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion or other catastrophes, or events or conditions due to governmental law, regulations. Ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by a Force Majeure event unless and until such delayed or foreclosed product or service is provided.
	3. Brand Name or Suitable Substitute

2.14.1 This clause is applicable only when a “brand name or suitable substitute” description is included in a solicitation. As used in this clause, the term “brand name” includes identification or products by make and model.

2.14.2 If items have been called for have been identified by a “brand name or suitable substitute” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. “Suitable substitute” products will be considered for award if such products are clearly identified and are determined by the District to be equal in all material respects to the brand name products referenced.

2.14.3 Should any product be delivered or service performed which is not as the successful Proposer has purported it to be in its submitting of this proposal, said Proposer will be required to correct any deficiencies without additional cost to the District.

2.15 Proposer shall comply with all applicable federal, state and local laws, rules, ordinances, statutes and regulations.

2.16 Denton ISD reserves the right to terminate this agreement if Proposer is found not to be in compliance with applicable laws, regulations and ordinances.

2.17 Award and Evaluation Criteria

2.17.1 The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item

separately, or in any combination it determines 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 the RFP.

2.17.2 Evaluation Criteria is listed in Section 5.0

There will be no formal notification of award.

2.18 Confidential or Proprietary Markings

2.18.1 Any portion of the RFP that the Proposer considers confidential or proprietary information, or to contain trade secrets of the Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General’s office prior to releasing any information requested under the Public Information Act.

 2.19 Warranty Information

2.19.1 Warranty – **Product**: Manufacturer’s standard warranty for parts and labor must be included in the prices proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers’ warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.

2.19.2 Warranty – **Price**: The price to be paid by the District shall be that contained in Seller’s RFP which Seller warrants to be no higher than Seller’s current prices on orders by others for products of the kind and specification covered by the RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller’s current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller’s actual expense.

2.19.3 Warranty – **Safety**: Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards; the District may return the product for correction or replacement at the Seller’s expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller’s expense.

2.20 Indemnification and Hold Harmless

2.20.1 The Vendor shall defend, indemnify and hold harmless the Denton ISD, all of its officers, agents and employees from and against all claims, actions, suites, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFP.

2.21 Dispute Resolution

 2.21.1 Dispute resolution will begin with the Executive Director or Operations

 2.21.2 Any unresolved issues will be addressed by the selected vendor, the Executive Director of Operations and the Purchasing Department.

**Section 3.0: Scope of Work**

3.1 The Denton ISD is seeking proposals for Pest Control Services which will include, but not be limited to, insect, rodent, all types of ants and termite control, as listed on the Proposal Pricing form listed in this proposal.

3.2 Prior to the submission of this proposal, each bidder shall make and will be deemed to have made a thorough examination of all conditions existing on each site.

3.3 Failure of the bidder to be fully informed of the conditions relating to this project and the employment of labor will not relieve a successful bidder of the obligation to furnish all materials and labor necessary to complete the provisions of this contract. Contact Bill Knight, IPM Coordinator, to arrange for an onsite inspection.

3.4 Areas to be serviced are the interior spaces of all Denton ISD schools and buildings and exterior perimeters, where necessary, to achieve pest control.

3.5 Pest Control services are to be performed on a monthly basis with a frequency not less than 25 days nor more than 35 days between services for all kitchens and buildings. Kitchens/Food Storage areas will be serviced on a monthly basis. The service for each building will be a monitor and inspection in conjunction with each monthly kitchen service.

**Section 4.0: Performance Requirements and Conditions**

4.1 General Conditions

4.1.1 Denton ISD does not guarantee any amount to be purchased under this RFP and should not be construed to be a guarantee. Purchases are dependent upon actual needs and available funding.

 4.1.2 The Contractor and Denton ISD will arrive at a mutual understanding as to the service schedules. After school activities may affect treatment of kitchens, cafeterias and other parts of the buildings and grounds. The contractor will coordinate all times with the IPM Coordinator or designated person.

 4.1.3 Proper clothing will be worn at all times. Sleeved t-shirts and long pants are the preferred attire with the company logo on the shirts. Any deviation from this will be reviewed for acceptance.

 4.1.4 Denton ISD requires all vendors doing business on Denton ISD property to have their employees and vehicles identified with company logos on vehicles, ball caps, shirts and/or badges.

 4.1.5 The awarded Contractor shall:

* Submit product labels, U.S. Environmental Protections Agency Identification Number and Material Safety Data Sheets (MSDS) for any item(s) containing any element, chemical compound or mixture of elements or compounds that is a physical hazard as defined by federal regulation that is proposed for use at Denton ISD. The labels and MSDS documents can be sent by email (preferred) to Bill Knight at bknight@dentonisd.org. or by mail to Bill Knight at 230 N. Mayhill Rd, Denton, TX 76208.
* Shall describe how, where and what concentration each type of chemical will be used.
* Treatment of all areas must comply with established IPM practices and label requirements.

4.2 Services

 4.2.1 The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the buildings and other areas specified herein and in accordance with the Districts’ IPM Policy. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage and access used by pests.

 4.2.2 Contractors are to contact Bill Knight, IPM Coordinator, at 940-369-0200 for additional details regarding specific locations which may contain hazardous chemicals or asbestos containing building materials (ACBM).

 4.2.3 Every consideration will be given to the utilization of effective measures (Sanitation, Integrated Pest Management, and Pest Barriers) to control any designated tart pest. When feasible measures are not sufficient to control a designated target pest, specialized chemical application will be made to control the designated target pest.

 4.2.4 Any pesticide application and/or any question(s) concerning the application of pesticides on Denton ISD property shall be done under the direction of the IPM Coordinator. Any request issued for the purpose of applying pesticides must first be approved by the IPM Coordinator.

 4.2.5 Awarded Contractor shall abide by all state and federal regulations in application of insecticides on Denton ISD property. Special attention shall be given to the Structural Pest Control Board Law and Regulations.

 4.2.6 All pest control treatment shall be performed by licensed, trained technicians under the supervision of a licensed certified commercial applicator, and shall assure safety of persons and beneficial wildlife in or near treated premises. The most effective and professional method shall be used. A list of applicator(s) and a copy of their certification and license are to be included with the RFP as listed as instructed in Section 6.13.

 4.2.7 The Contractor shall have a registered Entomologist on staff or access to one as a consultant. Details are to be listed as instructed in Section 6.13.

 4.2.8 The IPM Coordinator or designee will work with the Contractor to provide acceptable conditions for treating all areas. The Contractor shall prepare a service ticket for each service call for completion verification. A copy is to be left with the District designee and a copy is to be sent to the IPM Coordinator.

 4.2.8 Pest Control services are to be performed on a monthly basis with a frequency not less than 25 days nor more than 35 days between services for all kitchens and buildings. Kitchens/Food Storage areas will be serviced on a monthly basis. The service for each building will be a monitor and inspection in conjunction with each monthly kitchen service.

 4.2.9 An Inspection Report shall be completed by the Contractor to document potential harborage area along with physical and sanitation conditions related to effective pest control. It shall include a record of treatment provided, including name, percentage, and amount of chemicals used, and pests (or evidence thereof) observed during inspection. The inspection report shall be:

 4.2.9.1 Upon completion of service, the service ticket shall be signed by the contracted Pest Control Operator (PCO) and the District’s designated representative at the location.

 4.2.9.2 A copy of the Inspection Report shall be distributed by the pest control representative to:

* To facility being serviced
* IPM Coordinator (Bill Knight) at bknight@dentonisd.org
* Director of Child Nutrition Services (as applicable)

4.2.9.3 The pest control representative shall make an appropriate notation on the Inspection Report when a circumstance requires immediate attention.

4.3 Specifications (Record proposed fees on the Pricing Sheet for the following sections:

 4.3.1 Section 1 Kitchen/Food Storage Extermination:

* Monthly fee to service each of the kitchen/food storage areas listed. This will include inspection and treatment of items on the IPM log in the main office, including rodents, all ants and other insects, by technicians while completing the monthly inspection services.

4.3.2 Section 2 General Extermination Services:

* Fee to service classrooms, offices, hallways and exterior perimeters, excluding kitchen/food storage areas, for all buildings. This includes inspection and treatment of items on the IPM log in the main office, including rodents, all ants and other insects, by technicians while completing the monthly inspection services.

 4.3.3 Section 3 Termite Service:

* Provide pricing to spot treat for termites on an as need basis. All materials, products and/or methods for termite control must be approved by the Texas Structural Pest Control Board and/or registered with the U.S. Environmental Protection Agency. All approved products must be applied according to the instructions on the label or labeling. All treatments must strictly adhere to procedures outlined in the Termite Treatment Disclosure Document, Section 599.4 of the Structure Pest Control Board Laws and Regulations. This document shall be completed for each termite treatment of ta Denton ISD facility.

4.3.4 Campuses designated by IPM Coordinator may require treatment with organic materials. When pest population requires further treatment, non-organic products may be applied upon approval of the IPM Coordinator.

 4.3.5 Insect Control Specifications

 4.3.5.1 Includes, but not limited to, roaches, all types of ants, silverfish, crickets, and all spiders.

 This service excludes wood destroying insects

 4.3.5.2 Control methods may include:

* Application of liquid residual sprays to cracks and crevices where pest breed and harbor.
* Application of liquid residual sprays as a spot treatment where labeling permits.
* Application of chemical dusts to voids or concealed areas.
* Use of baits where labeling permits.
* Application of non-residual and residual materials in sensitive areas in compliance with label requirements.
* Sanitation Recommendations.
* Incorporate all IPM practices.

4.4 Rodent Control Specifications

 4.4.1 Includes Rats and Mice

 4.4.2 The Pest Control Operator (PCO):

* Shall identify all openings in walls that could allow rodent entry or harborage.

Such as openings commonly exists where plumbing pipes or electrical conduits penetrate walls or where minor damage has occurred.

* Is not responsible for general rodent proofing of doors, windows, vents or for sealing openings. All maintenance requirements shall be reported in the monthly sanitation report.

4.4.3 Control methods may include:

 4.4.3.1 Regular Service

* Anticoagulant rodenticides placed in tamper proof bait stations according to label requirements.

4.4.3.2 Corrective Service

* Snap Trays, Glue Stations
* Sanitation Recommendations

4.5 Ant Control Specifications

 4.5.1 The PCO selected will provide ant control from building to property line.

 4.5.2 The PCO shall guarantee the service.

* In the event mound injection does not control the ants at the areas, the contractor shall, within 24-hour of notice, return and retreat the mound(s) at no additional cost. Retreatment(s) shall continue until is resolved.
* Baited area shall be retreated after 4 weeks at Contractor’s expense if any activity is still evident.
* Failure to control the ant problem may be grounds for termination of the contract.
* In the event the Owner irrigates the treated area within 24-hours of treatment, the contractor will be paid to retreat the area, if required.

4.5.3 Service Tickets shall include:

* Name of applicator
* Time In/Out
* Type of Chemical(s) used
* Where applied
* Application Method
* Note Weather and Wind conditions (outside treatments only)

4.5.4 Treatment Methods:

* Mound Injections
* Baiting
* Perimeter of Building

4.6 Termite Control Specifications:

 4.6.1 Service Tickets shall include:

* Name of applicator
* Time In/Out
* Type of Chemical(s) used
* Where applied
* Application Method

4.6.2 Treatment Methods:

* Drill and inject under slab
* Holes not to exceed 12 inch centers
* Reseal holes in slab
* Pressure probe exterior along grade beam as needed

4.7 Service Specifications

 4.7.1 General

* The objective shall be to eliminate common pests as a public hazard and to include the identification of potential harborage areas, points of entry and sanitation practices which might encourage insect or rodent infestation.
* Monthly service shall be provided per location based on the recommendation of our certified applicator and IPM Coordinator.
* Service shall be rendered on the day(s) mutually agreed upon with the District and the Contractor. Deviations must be approved in advance with the District.
* The PCO must check in, upon arrival, with the Administrator in charge at the office.

4.7.2 Additional Requested Service

* **Call back services are to be provided at no charge during term of contract.**
* The Contractor shall provide the IPM Coordinator and the Safety Supervisor a telephone number whereby emergency service may be arranged.

**Section 5.0: Evaluation Criteria**

5.1 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 “Pricing Response Sheet”.

|  |  |
| --- | --- |
| EVALUATION CRITERIA | POINT VALUE |
| Purchase Price | 50 |
| Reputation of the vendor and vendor’s goods or services | 10 |
| Quality of the vendor’s goods or services | 10 |
| Extent to which the goods or services meet the district’s needs | 10 |
| Vendor’s past relationship with the district | 10 |
| Impact of district’s compliance with laws and rules relating to Historically Underutilized Businesses | 2 |
| Total long-term cost to the district | 5 |
| Other relevant factors specifically listed in this RFP | 3 |
| **Total Points** | 100 |

5.2 A committee will convene to review the proposals submitted and rank them according to the specified criteria. Results will be posted on the Purchasing Department page once the governing body has considered the recommendation.

5.3 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.

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

5.5 Denton ISD reserves the right to negotiate price/delivery for service(s) / product(s) identified by this request. Discussions / negotiations may be conducted with vendors who are deemed to be within the competitive range. If discussions/ negotiations are conducted, respondents may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of discussions/negotiations.

5.6 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.

5.7 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 6.0: Special Terms and Conditions**

6.1 The District is accepting Request for Proposals (RFP) from qualified vendors for Pest Control Services.

6.2 The District intends to award this proposal to one vendor, if it is in the best interest of the District.

6.3 The proposal submission shall include one (1) original (Clearly labeled Original) and one (1) copy (Clearly labeled Copy) and must be sealed in an envelope, box or container, clearly marked on the outside with RFP 170615 – Pest Control Services.

6.4

* 1. **The term of this contract**, upon governing body approval, shall be for a period from July 1, 2017 through June 30, 2019 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 could be June 30, 2023.
	2. Prices and/or discounts submitted shall be firm from July 1, 2017 through June 30, 2019. After the initial contract term, the District reserves the right to extend the contract as indicated in this request. Renewing the contract would imply doing so under the same terms and conditions. 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.
	3. 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.
	4. 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 RFP.
	5. 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.
	6. 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 RFP that are not necessary for actual performance of the RFP 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.
	7. The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP 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 RFP 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 RFP under 6.9 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience.
	8. The District will provide a list of additional facilities added during the term of this RFP and negotiate a price prior to the renewal period.
	9. The District will provide a list of current facilities that may be sold, demolished, remodeled or property boundaries changed during the term of this RFP and negotiate a price and scope of work prior to the renewal period.

6.13 **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 RFP date and time. Required documents are:

* Signature Sheet
* Deviation / Compliance Signature Form
* SB9 – Criminal History Record Information
* Non-Collusion Statement
* Criminal Background Check and Felony Convection Notification
* Debarment or Suspension Certification Form
* Resident/Nonresident Bidder’s Certification
* Clean Air and Water Act Compliance
* Conflict of Interest Questionnaire
* Certification of Regarding Lobbying
* Proposer/Vendor Certification Forms
* Interlocal Agreement Clause (EPCNT) - Optional
* References
* Vendor Data Form
* Additional Documents
* W-9, Tax Payer Identification Number & Certification - Required
* Valid copy(s) of Certificates of Insurance – Required with submission)
* HUB certification documentation – if applicable
* Certificate of Interested Parties – Form 1295 – Required
* Bonds - Required
* Attachment A – School Districts and Other Customers
* Attachment B – Key Personnel
* Attachment C – Comprehensive Integrated Management (IPM) Plan
* Attachment D – Service Ticket and Inspection Report sample
* Pricing Response Sheet

**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): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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 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 / 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLEAN AIR AND WATER ACT COMPLIANCE**

I, the vendor, am in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and understand that contracts and sub-grants 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) and that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(Please Type or Print Clearly)

Name of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title of Submitting Official: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |
| --- |
|  **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 No1. 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)**

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(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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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



**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 Denton 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 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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**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: |  |  |
|  |  |  |  |
|  |  |  | TAX ID#:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |  |
|  | Business Phone: |  |  |  Fax: |  |
|  | Contact Person: |  |  | Email: |  |
|  |  |  |  |  |
|  |  |
| **3. For BID/PROPOSAL Notifications: ADDRESS INFORMATION** |
|  | Company Name: |  |  |
|  | Address: |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |  |
|  | Business Phone: |  |  | Fax: |  |
|  | Contact Person: |  |  | Email: |  |
|  |  |  |  |  |
|  |  |

**Please insert Documents here that are listed on page 13, if applicable, that are not included in this document.**

 **W-9, Tax Payer Identification Number & Certification (Required)**

 **Valid copy(s) of Insurance Documents (Required)**

 **-- Denton ISD must be named as a Certificate Holder –**

 **Bonds – (Required)**

 **HUB certification documentation (if applicable)**

**Certificate of Interested Parties – Form 1295 (Section 2.11 – Required)**

**Attachments as listed below**

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

**Provide the following information as an attachment**

**(Identify each at the top of the page with the appropriate Attachment letter)**

**ATTACHMENT A -**

1. Provide the following information as an attachment of similar work performed for **School Districts** in the

 past two years.

 Name of School District

 Number of schools / facilities serviced (break down by school and by facility)

 Contact Person, title and phone number

 Length of business relationship

 Description of work performed.

2. Provide the following information as an attachment of similar work performed for **Other Customers** in the

 past two years.

 Name of Other Customer

 Number of schools / facilities serviced (break down by school and by facility)

 Contact Person, title and phone number

 Length of business relationship

 Description of work performed.

**ATTACHMENT B**

Provide the following information as an attachment of **KEY PERSONNEL** that will be associated with this RFP. (Section 4)

 Organizational chart

 Name and Title (include Licensed Applicator(s) and Registered Entomologist on staff or Consultant)

 Address, Phone Number and Email address

 Years with Company

 Experience

 Certification(s) / License(s)

**ATTACHMENT C**

Provide a comprehensive Integrated Management (IPM) Plan as an attachment that will be associated with this RFP. (Section 4)

**ATTACHMENT D**

Provide the following Sample information as an attachment that will be associated with this RFP. (Section 4)

 Service Ticket

 Inspection Report

|  |  |  |
| --- | --- | --- |
| **Denton ISD Pest Control Pricing Response Sheet** | **Monthly Fee** | **Termites** |
| **Campus/Building** | **Address** | **City, State, Zip** | **Sq Foot** | **Kitchen-Food Storage Area** | **General Exterminating Services** | **Total Monthly Fee** | **$ per linear foot to spot treat** |
| Adkins Elementary | 1701 Monahan Dr. | Lantana, TX 76226 | 88,674 |  |  |  |  |
| Ann Windle SYFC | 901 Audra | Denton, TX 76201 | 41,200 |  |  |  |  |
| ATC (Advanced Technology Ctr) | 1504 Long Rd | Denton, TX 76207 | 120,700 |  |  |  |  |
| Bell Elementary | 601 Villa Paloma Blvd | Little Elm, TX 76227 | 88,674 |  |  |  |  |
| Blanton Elementary | 9501 Stacee Lane | Argyle, TX 76226 | 80,344 |  |  |  |  |
| Borman Elementary | 1201 Parvin | Denton, TX 76205 | 78,952 |  |  |  |  |
| Braswell High | 26750 East University Dr | Little Elm, TX 76227  | 526,738 |  |  |  |  |
| Calhoun Middle | 709 Congress | Denton, TX 76201 | 235,174 |  |  |  |  |
| CDC (Child Development Ctr) | 903 Audra Ln | Denton, TX 76201 | 8,218 |  N/A |  |  |  |
| Central Services | 1307 N. Locust St. | Denton, TX 76201 | 23,136 |  N/A |  |  |  |
| CH Collins Athletic Stadium | 1500 Long Road | Denton, TX 76201 | 78,059 |  N/A |  |  |  |
| Clear Creek | 1213 N. Locust St. | Denton, TX 76201 | 16,173 |  N/A |  |  |  |
| Cross Oaks Elementary | 600Liberty Blvd | Aubrey, TX 76227 | 88,231 |  |  |  |  |
| Crownover Middle | 1901 Creekside Dr. | Corinth, TX 76210 | 161,200 |  |  |  |  |
| Davis School | 1125 Davis | Denton, TX 76201 | 32,563 |  |  |  |  |
| Denton High | 1007 Fulton | Denton, TX 76201 | 531,681 |  |  |  |  |
| EP Rayzor Elementary | 377 Rayzor Rd. | Lantana, TX 76226 | 77,725 |  |  |  |  |
| Evers Park Elementary | 3300 Evers Parkway | Denton, TX 76207 | 85,855 |  |  |  |  |
| Fred Moore High | 815 Cross Timbers | Denton, TX 76205 | 28,487 |  |  |  |  |
| Ginnings Elementary | 2525 N. Yellow Stone Place | Denton, TX 76201 | 89,099 |  |  |  |  |
| Gonzalez Pre-K Ctr | 1212 Long Rd. | Denton, TX 76207 | 60,391 |  |  |  |  |
| Guyer High | 7501 Teasley Ln | Denton, TX 76210 | 426,380 |  |  |  |  |
| Harpool Middle | 9601 Stacee Ln. | Argyle, TX 76226 | 161,327 |  |  |  |  |
| Hawk Elementary | 2300 Oakmont Dr. | Corinth, TX 76210 | 81,419 |  |  |  |  |
| Hodge Elementary | 3900 Grant Pkwy | Denton, TX 76208 | 87,015 |  |  |  |  |
| Houston Elementary | 3100 Teasley Ln. | Denton, TX 76210 | 78,499 |  |  |  |  |
| Insurance Portable | 1314 Bolivar St. | Denton, TX 76201 | 1,680 |  N/A |  |  |  |
| Lee Elementary | 800 Mack Dr. | Denton, TX 76201 | 85,592 |  |  |  |  |
| McMath Middle | 1900 Jason | Denton, TX 76205 | 159,136 |  |  |  |  |
| McNair Elementary | 1212 Hickory Creek Rd. | Denton, TX 76205 | 84,711 |  |  |  |  |
| Myers Middle | 131 Garza Rd. | Shady Shores, TX 76208 | 181,474 |  |  |  |  |
| Navo Middle | 1701 Navo Rd. | Aubrey, TX 76227 | 165,167 |  |  |  |  |
| Nelson Elementary | 3909 Teasley Ln. | Denton, TX 76210 | 80,334 |  |  |  |  |
| Newton Razor Elementary | 1400 Malone | Denton, TX 76201 | 99,565 |  |  |  |  |
| Paloma Creek Elementary | 1600 Navo Rd. | Aubrey, TX 76227 | 80,334 |  |  |  |  |
| PDC (Professional Development Ctr) | 1212 Bolivar | Denton, TX 76201 | 26,864 |  N/A |  |  |  |
| Pecan Creek Elementary | 4400 Lakeview Blvd. | Denton, TX 76208 | 80,029 |  |  |  |  |
| Providence Elementary | 1000 FM 2931 | Aubrey, TX 76227 | 79,717 |  |  |  |  |
| Rivera Elementary | 701 Newton | Denton, TX 76205 | 84,598 |  |  |  |  |
| Rodriguez Middle | 8650 Martop Rd. | Oak Point, TX 75068 | 175,000 |  |  |  |  |
| Ryan Elementary  | 201 W. Ryan Rd. | Denton, TX 76210 | 77,725 |  |  |  |  |
| Ryan High | 5101 E. McKinney | Denton, TX 76208 | 426,300 |  |  |  |  |
| Savannah Elementary | 1101 Cotton Exchange Dr. | Aubrey, TX 76227 | 80,334 |  |  |  |  |
| Service Center Annex | 230 N. Mayhill | Denton, TX 76208 | 62,888 |  N/A |  |  |  |
| Special Education Svcs | 1205 W. University | Denton, TX 76201 | 6,528 |  N/A |  |  |  |
| Stephens Elementary | 133 Garza Ln | Shady Shores, TX 75065 | 80,334 |  |  |  |  |
| Strickland Middle | 324 E. Windsor | Denton, TX 76209 | 194,571 |  |  |  |  |
| Technology | 1212 N. Elm | Denton, TX 76201 | 16,173 |  N/A |  |  |  |
| Transportation | 5093 E. McKinney | Denton, TX 76208 | 15,872 |  N/A |  |  |  |
| Wellness Ctr | 1203 N. Elm | Denton, TX 76201 | 5,325 |  N/A |  |  |  |
| Wilson Elementary | 1306 E. Windsor | Denton, TX 76201 | 90,791 |  |  |  |  |
|  |  |  |  |  |  |  |  |
| N/A - Facility does not contain a Kitchen/Food Storage Area |  | Total Monthly Fee: |  |  |
|  |  |  |  |  |  |  |  |