



DENVER CITY INDEPENDENT SCHOOL DISTRICT
501 Mustang Dr
Denver City, Texas 79323

**RFP #24-06-14 REQUEST FOR PROPOSALS FOR:
New Full-Size SUV**

Issue Date: 6/14/2024
Response Deadline: 6/27/2024 by 2 P.M.

Kristi Ivy
DCISD Business Office
Phone: (806) 592-5910
URL: www.dcisd.org
Email: kristi.ivy@dcisd.org

Submittal Deadline
June 27, 2024, by 2:00 p.m.



Denver City Independent School
District (DCISD) **Solicitation**

Solicitation # **24-06-14**

Due Date: ***June 27, 2024***

**DUE NO LATER THAN 2:00 PM (CST)
LATE BIDS WILL NOT BE ACCEPTED**

**Request for Proposal (RFP): 24-06-14
New Full-Size SUV**

Denver City Independent School District is receiving sealed proposals for New Full-Size SUV, **RFP# 24-06-14**, as per the specifications. Proposals will be accepted in the Business Office, 501 Mustang Dr, Denver City, TX 79323, until 2:00 pm, Thursday, June 27, 2024.

It is not the policy of DCISD to purchase on the basis of low proposal alone; “Best Value” being the controlling factor. The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code 44.031(b).

All proposals shall include the cost of transportation to the Transportation Department within Denver City Independent School District, Denver City, Texas. Any exceptions to or deviations from these conditions must be stated in writing at the time of the proposal opening.

Vendors must fill in all blank columns on items being proposed such as Vendors Brand Name and Number, Unit Price. The above information must be clear and concise. **This proposal form must be used, and all proposals are to be signed. Failure to follow these instructions could be cause for the proposal not to be accepted.**

QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS CALL:

**Kristi Ivy
Chief Financial Officer
806-592-5915**

To ensure proper receipt of bid response, please include Company Name, Bid Number, and Bid Name on the outside of the delivery envelope or package.



DISTRICT PROFILE

Denver City Independent School District is a rural district located in Yoakum County, 80 miles southwest of Lubbock. Denver City ISD has an enrollment of over 1500 students at four campuses. Our teachers are dedicated professionals whose commitment to excellence.

SPECIFICATIONS & CONDITIONS

1. Denver City Independent School District (“DCISD” or “District”) requests sealed proposals for the purchase of **New Full-Size SUV per specifications.**
2. As required in Texas Education Code 44.031 (b) in determining to whom to award this contract, the District shall consider: the purchase price, the reputation of the vendor and vendor’s goods or services the quality of the vendor’s goods or services, the extent to which the goods or services meet the district’s needs, the vendor’s past relationship with the district, the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the district to acquire the vendor’s goods or services, whether the vendor or the vendor’s ultimate parent company or major owner: A) has its principal place of business in Texas or B) employs at least 500 persons in Texas and finally, any other relevant factor specifically listed in the request for bids or proposals.
3. The District must have your bid returned and on file in the Business Office. Faxed or emailed copies will not be accepted. A copy of the District’s Felony Conviction Notification/Suspension or Debarment Certification and the Conflict-of-Interest Form are required to be filled out, signed, and submitted with the bid. Failure to comply with this requirement is grounds for bid rejection.
4. No quantities are guaranteed or implied. Items will be purchased on an as-needed basis.
5. It is the intent of the District to secure various vehicle models and quantities of vehicles as described herein from the responsive and responsible Bidder (s) who’s Bid conforms to the requirements of this solicitation. The district reserves the right to make multiple awards. Depending on the District’s needs and available funding, the district will identify the exact quantity and model of vehicle to be purchased through the issuance of Purchase orders to the awarded Vendor(s). No obligation to pay for any quantities shall be deemed to exist unless or until such orders are issued by DCISD. Bidders shall bid only on those models of vehicle they will be able to deliver within the time specified on Bid form. Failure to deliver Vehicle(s) within the time as specified by the Vendor can result in removal of Vendor from future Bid eligibility.
6. Upon acceptance of a Bid by the District and issuance of a purchase order, Vendor(s) shall be obligated to deliver the vehicle(s) at the stated price, within the time specified, and in accordance with all terms and conditions contained herein. The District reserves the right to reject any and/or all Bids(s).
7. Delivery of all vehicles herein shall be made, without any additional charges, to the DCISD Transportation Dept. All deliveries are to be made during normal business hours, 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays.
8. Denver City Independent School District reserves the right to perform a “post-delivery” inspection of all vehicles, machines and/or equipment within 10 days after receipt of each vehicle. **FINAL ACCEPTANCE WILL BE CONTINGENT ON VERIFICATION BY THE DCISD MAINTENANCE DIRECTOR THAT ALL BID SPECIFICATION HAS BEEN MET.** The Vendor shall correct, to the satisfaction of the District, any deficiencies before payment will be authorized. Delivery of defective, incomplete, or damaged items shall result in **DELAY OF PAYMENT** to Vendor.
9. All vehicles purchased shall meet or exceed the minimum requirements of applicable Federal and State Motor Vehicle Safety Standards.



10. Unless otherwise indicated, all vehicles and Utility bodies specified herein shall be furnished complete with standard Factory equipment as listed in the Manufacturer's printed literature for each class vehicle and/or Utility body.
11. Vendors are advised not to place decals or markings of any kind pertaining to advertisement, other than manufacturer's name or model designation normally installed by manufacturer of vehicle.
12. Bid specifications are **minimum requirements** for the model specified and shall be provided whether shown as standard or optional equipment by the Manufacturer. **Any variations from these minimum specifications shall be clearly indicated on Bid Form and/or specification page(s). All changes to Bid form (including "white-outs") must be initialed by Bidder.**
13. **WARRANTY:** All models of vehicle purchased by DCISD shall be covered by the Manufacturer's standard New Vehicle Limited Warranty. Installations or alterations (or any effect of the alterations) to the original equipment vehicle shall be warranted by the awarded Vendor and/or special body company, assembler, equipment installer or up fitter.
14. **DOCUMENTATION:** Upon delivery, or within ten (10) business days after delivery of each vehicle, Vendor shall provide the district with official documentation including a Manufacturer's "Certificate of Origin", "Application for Texas Certificate of Title", "Odometer Disclosure Statement" and final Invoice that includes VIN, price of vehicle(s) as bid and DCISD Purchase Order number.
All "Application for Texas Certificate of Title" forms/documents shall display **"Applicant's /Owner's Name(s)" as follows:**

**Denver City Independent School District
501 Mustang Dr
Denver City, Texas 79323**

**Deliver or mail official documents to:
Denver City Independent School District
ATTN: Rick Martinez
501 Mustang Dr
Denver City, TX 79323**

15. **INVOICES:** Deliver original Invoice(s) to the following address:
**Denver City Independent School
District ATTN: Accounts Payable
501 Mustang Dr.
Denver City, TX 79323**

Include one copy of each Invoice at time of delivery. Authorized DCISD Purchase order number must be shown on each Invoice.

16. The district must have your bid returned and on file in the Business Office. **Faxed or emailed copies will not be accepted.**
17. Provisions in a contract with Denver City ISD that call for, specify, or require that the contract entered into be automatically renewed are unacceptable. No such automatic renewal provisions will be agreed to by the Denver City ISD.
18. A statement, provision, term, or condition of a contract with the Denver City ISD that such contract will be governed by the laws of another state, or another country is unacceptable. The Denver City ISD requires that all contracts it enters into be subject to the laws of the State of Texas and that venue regarding any contract dispute is agreed to be in Yoakum County, Texas.
19. DCISD does not guarantee any products will be purchased from awarded vendors during the term of the contract.



RFP TIMELINE

ACTION	DATE(s)
Post and Advertise RFP	June 14, 2024 June 20, 2024
Last day to submit Questions	<u>June 20, 2024</u>
Deadline for Responses	June 24, 2024
Bid Opening	June 27, 2024 after 3 pm
Notification of approved bid	no later than July 2, 2024

**The District will make every effort to adhere to this schedule; however, dates are subject to change.*

EVALUATION CRITERIA

It is the intent of the District to award this RFP based on the Best Overall Value to the District. Each Proposer shall furnish to Denver City ISD, all such information and data requested by the DCISD to help in determining the Proposer’s qualifications and responsibility. The District reserves the right to negotiate separately with any Proposer(s) in any manner necessary to serve the interests of the District. An Evaluation Committee will evaluate the proposals against the following weighted criteria:

	EVALUATION CATEGORY	MAX. POSSIBLE POINTS
1.	Purchase Price	55
2.	Ability to meet the Districts needs (Delivery Time Frame)	25
3.	Quality of the Vendor’s Goods/Services	10
4.	Reputation of Vendor’s Goods/Services	10
	Total possible points:	100

RECEIPT OF PROPOSALS

Please submit one proposal (clearly marked “Original”) by 2:00 PM CST. by June 27, 2024, to:

Kristi Ivy
Business Office
501 Mustang Dr
Denver City, TX 79323

**RFP: REQUEST FOR PROPOSALS FOR:
New Full-Size SUVze SUV**



COMPANY INFORMATION

Company Name:		
Company Address:		
City:	State:	Zip:
Taxpayer I.D. #:		Website Address:
Telephone:	Fax:	E-mail:
Remit Address if different from above:		
Authorized Representative Name:		
Title:		
Authorized Representative Signature:		
Date:		
Discount/Payment Terms:		

1. Company's home office location is: _____
2. Do you currently do business with Denver City ISD? Yes No
3. a. Is your principal place of business located in the State of Texas? Yes No
b. Does your business employ more than 500 people in the State of Texas? Yes No
4. Do you have any pending litigation? Yes No If yes, please attach a separate page explaining.
5. Is your company able to service DCISD locations - Denver City surrounding area?
 Yes No If no, explain exceptions _____
6. Do you have experience working with other school districts in Texas? Yes No
7. Does your company accept purchase orders? Yes No
8. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? Yes No
9. How did you hear about this bid opportunity? DCISD e-mail Other: _____
 Newspaper



SUPPLEMENTAL COMPANY INFORMATION

Please provide the following information for contract development.

Legal name of company: _____

Number of years in business: _____

Is your company:

- 1. Sole Proprietorship _____ YES _____ NO
- 2. Partnership _____ YES _____ NO
- 3. Corporation _____ YES _____ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this company a minority, or woman-owned business enterprise?

____ NO ____ YES If yes, specify () MBE () WBE

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? ____ YES ____ NO If yes, please explain the impact both in organizational & directional terms. May provide this as a separate attachment.

Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with Denver City ISD. May provide this as a separate attachment.



Please contact for Specification Questions:

Zach Duncan
DCISD Maintenance Director
zach.duncan@dcisd.org

SPECIFICATION SUMMARY

(White) New Full-Size SUV

PRICE PROPOSAL

Company Name: _____

Vehicle Yr. Make / Model: _____

Gross Vehicle Weight Rating (GVWR): _____ Lbs.

Engine Displacement: _____ Liters

Delivery Time after Receipt of Order: _____

Price Total: \$ _____

*Include detailed specification sheet with proposal.

By: _____

Signature: _____

Title: _____

Date: _____



INSTRUCTIONS TO RESPONDERS

1. RFP, PREPARATION AND SUBMITTAL

Responders must submit one (1) complete set of the sealed RFP/proposal to the Denver City ISD Business Office prior to the response due date and time as described in the Request for Proposals. Failure to submit the necessary one (1) complete set may result in the RFP being declared unresponsive to specification and may not be further evaluated.

All submittals must be written in ink or typed. Submittals written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the RFP submission. No oral, telegraphic, telephonic, e-mailed, or facsimile RFPs will be considered. All submittals must be submitted in a sealed envelope. Responders must provide all documentation required with the RFP response. Failure to provide this information may result in rejection of RFP. For additional instructions related to RFP Preparation, please see the General Conditions contained herein.

2. DELIVERY OF SUBMITTALS

Submittals received prior to the deadline will be kept securely unopened. Submittals received after the time specified in the Request for Proposals shall be considered late and shall be returned unopened. The person whose duty it is to open the submissions will decide when the specified deadline time has arrived. No responsibility will be attached to an officer of the District for the premature opening of an RFP not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed, or facsimile submittals will be considered.

3. SIGNATURES

All RFP responses are required to be signed by an authorized representative of the responding entity. RFP responses received unsigned will result in the RFP being declared unresponsive to specification and may not be further evaluated.

4. SUBMITTAL ALTERATION/WITHDRAWAL

Submittals cannot be altered or amended after the submission deadline. The signer of the submittal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before submission deadline. Submissions may be withdrawn by written request signed by the Responder prior to the submission deadline; however, such written request must be received by the District in the normal course of business and prior to the submission deadline. Negligence on the part of the Responder in preparing the submission represents no right for withdrawal after the response is opened. No submissions may be withdrawn for a period of sixty (60) calendar days after opening of the responses.

5. DISQUALIFICATIONS OF RESPONDERS

Responders may be disqualified, and their proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between Responders.
- The Responder is an interested party in any litigation against the District.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the RFP Form.
- Responder is indebted to the District.



6. TEXAS PUBLIC INFORMATION ACT

Denver City Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this Solicitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

No party may incur any chargeable costs prior to the execution of the final Contract and issuance of a valid Denver City ISD Purchase Order.

Except for the submission of written questions or in response to requests or inquiries from Denver City ISD, proposers shall refrain from contacting members of the Selection Committee, Board Members, Consultants, or other staff with respect to this RFP or the selection process.

Sales Tax

Denver City ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

Termination of Contract

This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:

- A. The District always reserves the right to review the performance of vendor.
- B. The District will have the right to cancel any contract entered under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Denver City ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Denver City ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

Denver City ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

Payments/Invoices

Payments will be issued within 30 days of receipt of goods or service, provided that the invoice shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:

**Denver City ISD
Accounts Payable Department
501 Mustang Dr
Denver City, Texas 79323**



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6	City, state, and ZIP code	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

Date

NOTE: FORM MUST BE COMPLETE WITH COMPANY NAME, SIGNATURE AND DATE EVEN IF COMPANY HAS NO CONFLICT OF INTEREST.



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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the 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”.

This notice is not required of a Publicly Held Corporation.

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

Vendor's Name: _____

Authorized Company Official's Name (Printed): _____

Check one of the following and sign as appropriate.

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

Signature of Company Official: _____

My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

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: _____



VENDOR DEBARMENT STATEMENT

I have read the conditions and specifications provided in the bid document attached.

I affirm, to the best of my knowledge, the company I represent has not been debarred or suspended from conducting business with school districts in the State of Texas. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

Name of Company (Please Type/Print)

Mailing Address

City

State

Zip

Printed Name (Please Type/Print)

Signature

Title

Telephone Number

Fax Number

Date



TX SENATE BILL 19 – CHAPTER 2274 VERIFICATION

Pursuant to Section 2274.001, Texas Government Code: Effective September 1, 2021, contracts with companies who discriminate against firearm and ammunition industries is prohibited.

I, _____, the undersigned representative of _____(Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, SB 19, Chapter 2274, Section 2274.001, certify that the company named does not discriminate against firearm and ammunition industries. If at any time the company named above discriminates against firearm and ammunition industries, I will immediately notify the Denver City Independent School District’s Business Office.

TX SENATE BILL 13- SECTION 2274.002 VERIFICATION

Pursuant to Section 2274.002, Texas Government Code: Effective September 1, 2021, contracts with companies who boycott energy companies.

I, _____, the undersigned representative of _____(Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, SB 13, Chapter 2274, Section 2274.002, certify that the company named does not boycott energy companies and will not boycott energy companies during the term of the contract. If at any time the company named above boycotts and energy company, I will immediately notify the Denver City Independent School District’s Business Office.



HOUSE BILL 89 – SECTION 2270.001 VERIFICATION

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ (Company or Business Name) being an adult over the age of eighteen (18) years of age, do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code 2270:

Does not boycott Israel currently; and Will not boycott Israel during the term of the contract the above-named company, business or individual with Denver City Independent School District.

Printed Name

Title

Signature

Date



SENATE BILL 252 – CHAPTER 2252 VERIFICATION

Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____(Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Denver City Independent School District’s Business Office.

Printed Name

Title

Signature

Date



NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor.
 2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor, or potential competitor:
 3. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal.
 4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.
-

LEGAL COMPLIANCE

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules, and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to Denver City ISD?

YES _____ NO _____

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature

Printed Name

Company Name and Address

Telephone Number

Date



Minimal Essential Covenants

1. Denver City Independent School District (DCISD) considers cash discounts or discounts for prompt payment when evaluating bids.
2. When a brand name is used, it is for the purpose of establishing quality. Although certain manufacturer brand names and numbers may be specified, alternates will be considered. The bidder/proposer, by bidding an alternate, warrants those products being bid meet or exceed all stated specifications. When an alternate is bid, bidder/proposer must furnish complete and descriptive literature on item(s) bid. If an alternate is bid and descriptive literature is not included, the bid may be considered invalid and rejected.
3. The District reserves the right to **reject any and/or all bids** and to make awards on the individual items as they may appear to be most advantages to the District, to include award of different items to different vendors, and to waive all formalities in bidding.
4. The term “As Specified” or “A/S” will not be accepted. If bidding on a make or model other than specified, bidder/proposer is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.
5. The bid is a firm offer which shall be irrevocable and open for acceptance for 30 calendar days (60 calendar days unless otherwise specified) from the date set for submission of bids.
6. Bids received after the due date and time specified **will not** be considered.
7. Questions in regard to this bid must be submitted to the Director of Maintenance for clarification.
8. Payment: Unless otherwise stated under “Discount Terms” on page 1, payment terms will be Net 30 after delivery of goods or service. **Denver City ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.**
9. Bidder/proposer hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Denver City ISD or its Board of Trustees.
10. Any contract resulting from this solicitation shall be in accordance with the laws of the State of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this solicitation shall be heard and determined in the City of Denver City, Yoakum County, Texas.
11. Renewal, if applicable, of resulting Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Denver City Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
12. All expenses resulting from preparation and responding to this bid/proposal shall be the sole responsibility of the bidder/proposer and not reimbursable. This provision includes, but is not limited to, bid bonds, performance and payment bonds, reproduction (copy) services, etc.
13. All purchases made as a result of this solicitation shall be delivered FOB: Inside Delivery at no additional charge to the District.



14. Contact between bidders/proposers and District staff other than those in the Business Office during the bidding process or evaluation process is prohibited. Any attempt by a bidder/proposer to contact District staff outside the Business Office may result in disqualification.
15. A Vendor awarded a Contract as a result of this solicitation shall defend, indemnify, and save whole and harmless Denver City Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Vendor or any agent, employee, subcontractor or supplier of Vendor in the execution or performance of this Contract. The Vendor shall also defend and indemnify the Denver City Independent School District against claims by any subcontractor, supplier, laborer, material man or mechanic for payment for work or materials provided on behalf of the Vendor in the performance of the services contemplated herein, and all such claimants shall look solely to the Vendor and not Denver City Independent School District for satisfaction of such claims.