

ARGYLE INDEPENDENT SCHOOL DISTRICT

6701 Canyon Falls Drive

FLOWER MOUND, TX 76226

RFP 23-04-001-01

PROPOSAL FOR CUSTODIAL SERVICES

**Released APRIL 23, 2023
2:00 pm**

ARGYLE INDEPENDENT SCHOOL DISTRICT

Request For Proposal For Custodial Services –RFP 23-04-001-1

INTRODUCTION

Vendors are invited to submit proposals in accordance with the requirements of this document for “full-service” custodial/janitorial services on all campuses and support facilities owned by Argyle Independent School District (henceforth referred to as Argyle ISD, District). Offers by proposers shall be stated as an annual cost per square foot times the agreed upon square footage for that year and separate fees for billable additional services. The contract is for term one (1) year and may be renewed an additional four (1) one year periods, both parties agreeing.

The purpose of the scope of work and specifications contained herein are to define the requirements of the successful Contractor. It is the responsibility of the contractor to provide Argyle ISD with professionally maintained facilities in a clean and safe manner. These specifications are written to the minimum expectations for the contracted cleaning services. The scope of frequencies noted in the documents are the minimum that are expected and may increase if necessary to achieve the standards set forth herein. No additional costs (fees) shall be borne by the District to achieve the minimum expectations. It will be the responsibility of the contractor and district to mutually agree for additional services and costs for any items or services not mentioned in this document.

Argyle ISD is structured into seven (7) categories. These categories along with their grade alignments and operating hours are as follows:

Category	Grade	Operating Hours
Hilltop Elementary	PreK-5	6 AM-1 AM
Argyle West Elementary	PreK-5	6 AM-1 AM
Argyle South Elementary	PreK-5	6 AM-1 AM
Intermediate	6	6 AM-1 AM
Middle School	7-8	6 AM-1 AM
High School	9-12	6 AM-1 AM
HS Field House	9-12	6 AM-1 AM
Support Facilities	Maintenance/Administration/ Transportation	6 AM-1 AM
Additional Events	Sporting and Monthly Board Meetings	To Be Determined

A listing of all Argyle ISD facilities is attached as ITEM II. Floor plans are available upon request.

This specification is to obtain a proposal price for custodial services for representative facilities in each category. The proposed prices listed in the proposal will serve as the Contractor’s cost to Argyle ISD for servicing any facility. It should be noted that Argyle ISD reserves the right to utilize a Contractor’s service for any or all of the facilities included on the proposal form. The addition of facilities to the contractor services during the course of the contract period will be at the unit cost submitted for the above.

Each cleaning services Contractor, interested in presenting Argyle ISD with a proposal for cleaning services, will be required to attend a **MANDATORY PRE-PROPOSAL MEETING**, sign the Attendance Verification Sheet, and attend a pre-proposal tour of designated facilities. The mandatory pre-proposal meeting will be held on **May 3, 2023, at 9:00 AM** at the Argyle ISD Administration Building, 6701 Canyon Falls Drive, Flower Mound, Texas 76226. It is the Contractor’s responsibility to acquaint himself with the various facilities and ask any questions during the meeting. Proposals from Contractors who do not attend the mandatory pre-proposal meeting will not be accepted.

BONDING AND INSURANCE REQUIREMENTS

Each individual proposal package submitted must be accompanied by Proposal Security made payable to Argyle ISD in an amount of five percent (5%) of the proposal price (for proposal bond purposes, the proposal price shall include the base proposal; however, the Contract price shall be awarded by Argyle ISD per final cleanable square footage as agreed upon with the contractor). A Proposal Bond duly executed by the proposer’s principal will be required by a corporate surety company duly authorized and admitted to doing business in the State of Texas and licensed by the State of Texas to issue such bond, as a guarantee that the proposer will enter into a Contract and execute required Performance Bonds within ten (10) days of Argyle ISD award of Contract. The Performance Bond will be required at the discretion of the District.

Each proposal must be accompanied by information establishing that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that re-insurance requirements have been met, including limits and ratings or other evidence of company solvency.

Proposer must demonstrate to Owner that he can secure required bonds, issued by a corporate surety company authorized and admitted to doing business in the State of Texas and licensed in the State of Texas to issue such bond, which bonds shall be written in the form contained in the Project Manual without modification.

INSURANCE REQUIREMENTS

The Contractor shall maintain at all times insurance through companies and agencies approved by Argyle ISD, in the amounts, and containing provisions satisfactory to Argyle ISD. The successful contractor will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Argyle ISD requires that contractor’s insurance be placed only with companies that have achieved at least an “A” rating with A.M. Best. The District reserves the right to require higher limits of coverage depending on the size, scope, and nature of a contract. The District also reserves the right to require proof of insurance compliance related to General Liability and Workers’ Compensation. **Argyle ISD must be named as an additional insured.** The Certificate of Insurance shall provide that the insurance company may not cancel or materially alter the insurance until after (30) days written notice has been received by Argyle ISD’s representative.

TYPES OF INSURANCE COVERAGE

LIMITS OF LIABILITY

- | | |
|---------------------------------|--|
| 1. Workers Compensation | Statutory |
| 2. Employer’s Liability | \$500,000 each accident
\$500,000 disease policy limit
\$500,000 disease each employee |
| 3. Commercial General Liability | \$1,000,000 combined single limit policy aggregate
\$500,000 combines single limit per occurrence |

(Property damage deductible not to exceed \$500 per occurrence)

- | | |
|----------------------------|---|
| 4. Business Auto Liability | \$1,000,000 combined single limit each occurrence |
|----------------------------|---|

(Hired/non-owned coverage must also be included)

- | | |
|-----------------------|---|
| 5. Special Coverage’s | \$25,000 per Occurrence – Lost Key
\$150,000 per Occurrence – Extended Property Damage Care, Custody & Control
\$100,000 Sub-Limit – Jobsite Pollution
\$1,000,000 Employee Benefits Liability |
|-----------------------|---|

- | | | |
|----|---------------------------|-----------------------------|
| 6. | Janitorial Service Bond | \$50,000 Fidelity – Type |
| 7. | Excess/Umbrella Liability | \$10,000,000 per occurrence |

The immunity of the owner shall not be a defense for the insurance carrier. The selected Proposer will be required to supply an insurance certificate naming Argyle ISD as an additional insured, prior to the start of the project. **ALL PROPOSERS MUST FURNISH A CERTIFICATE OF INSURANCE WITH THEIR PROPOSAL OR THE PROPOSAL WILL NOT BE CONSIDERED. ONLY THE SELECTED PROPOSER IS REQUIRED TO NAME ARGYLE ISD AS ADDITIONAL INSURED.**

The successful proposer shall defend, indemnify and save harmless Owner and all its officers, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, or property arising out of the award of the contract or on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from proposal shall pay any judgment costs which may be obtained against Argyle ISD growing out of such injury or damages.

CHECKLIST OF MANDATORY ITEMS FOR PROPOSAL

- A. Vendor Questionnaire completed
- B. Proof of Insurance and proposal bond provided
- C. Proposal Forms completed

GENERAL REQUIREMENTS

ISSUING AGENCY

The Request for Proposal is issued by the Argyle Independent School District Finance Department. All questions should be submitted via email to Athena Nance-Young, athena.nance-young@argyleisd.com.

PROPOSAL SUBMISSIONS

Proposal submissions must be delivered to the Argyle ISD, Athena Nance-Young, 6701 Canyon Falls Drive, Flower Mound, TX 76226 on or before 2:00 pm, Wednesday, May 17, 2023.

GUIDELINES FOR PROPOSAL EVALUATIONS

Proposals will be evaluated using the following criteria to determine the contractor that is most advantageous to Argyle ISD.

- a) The proposal price;
- b) The reputation of the contractor and its service;
- c) The quality of the contractor's services;
- d) The extent to which the services meet the District's needs;
- e) The contractor's past relationship with the District;
- f) Any other relevant factor to Argyle ISD

AWARD

This proposal will be awarded in the best interest of Argyle ISD to the proposer that presents the best value to Argyle ISD. The awarded vendor's proposal and all appendices are considered part of the final negotiated contract. The awarded vendor will be notified by email.

TIMETABLE

Pre-Proposal Meeting – 9:00 am, Wednesday, May 3, 2023

Questions - Wednesday, May 10, 2023, 2:00 pm; Answers due 2:00 pm, Friday, May 12, 2023

Proposal Opening – 2:00 pm, Wednesday, May 17, 2023

Proposal Award – Regular Board meeting, June 2023

Contract Begins – September 1, 2023

RESERVATION

This proposal does not commit Argyle ISD to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services or supplies. Argyle ISD reserves the right to accept and/or reject any or all proposals and waive any formalities that are in the best interest of Argyle ISD.

SECTION I CONTRACTOR RESPONSIBILITIES

INTRODUCTION

Note: Terms included in this document shall take the definition of and meaning as set forth in ITEM I.

The contractor is an Independent Contractor in its relationship to Argyle ISD.

All unit prices, except non-school related functions per hour, and performance bond alternates, shall be computed based on interior square feet established by Argyle ISD. Any work specified outside and around the facility will be included in the cost of interior square feet per month. The specifications require the Contractor to maintain clean, safe, orderly campuses.

The district will not provide an office for personnel and administrative functions and warehouse facilities located within the Argyle ISD to be used to store cleaning supplies used in the daily cleaning operations as well as lavatory dispenser supplies, including paper towels, tissue, hand soap, and general supplies to include trash can liners and de-icing supplies.

SERVICES

Contractor agrees to provide all services as set forth in ITEM III, "Specifications of Cleaning Services".

The contractor agrees to provide services set forth in the specifications, more frequently than stated, if the need arises.

The contractor will furnish daily and nightly cleaning services five (5) days per week as specified by Argyle ISD except on those holidays as specified by Argyle ISD. Work hours shall conform to the building requirements. The contractor shall use reasonable efforts not to interfere with the normal routine of the school or facility. The Contractor shall be present at the facility at no additional cost to Argyle ISD during all non-billable functions occurring Monday-Friday. The Contractor shall be entitled to extra compensation as designated in the proposal form for all billable activities.

The Contractor shall provide services at those Argyle ISD locations described in ITEM II and to other facilities Argyle ISD designates during the contract period.

Cleaning assignments will be according to building hours as specified by Argyle ISD. The contractor agrees to provide routine cleaning services after normal working hours of the various departments within Argyle ISD. Contracted services must begin by 6:00 a.m. and continue until 1:00 a.m. unless otherwise modified by Argyle ISD. The Contractor is required to open the facilities in the morning and close and arm the security system at night. The contractor must maintain personnel within the facilities on days that the school is open and maintenance personnel are working in order to provide access for maintenance

personnel. Argyle SID will provide to the Contractor prior to January 1 of each calendar year of the contract a list of probable holidays.

Probable Argyle ISD Holidays for FY 23-24:

- Independence Day (1)
- Labor Day (1)
- Thanksgiving and the day after (2)
- Christmas Day and either day before or after (2)
- New Year's Day (1)
- Martin Luther King Day (1)
- Good Friday (1)
- Memorial Day (1)
- Total Holidays = 10

The Contractor shall also provide periodic cleaning services for special assignments as requested by Argyle ISD within a minimum time frame. Under normal circumstances, notice will be given eight hours prior, but can be subject to a faster response time when required. These extra services may be charged to Argyle ISD in accordance with the unit prices listed on the proposal form.

The Contractor will only use lights in the areas being serviced. HVAC equipment will not be operated after the normal operating hours of the building, when school is not in session, or as prescribed by AISD's energy management plan.

The Contractor shall provide personnel to staff Argyle ISD facilities during inclement weather and furnish and spread an approved deicer when necessary. Contract personnel are expected to man buildings when the Argyle ISD is open. During inclement weather, it shall be the Contractor's responsibility to maintain main entries, teacher entries, and bus drop entries. Parking lots and other extended areas shall be the responsibility of Argyle ISD. The contractor shall maintain an adequate supply of approved deicer and have this product stored in sufficient quantities on site from November 1 through March 31. The contractor will be responsible for cleaning all front entry areas and side glass including the High School Gym and Auditorium, inside and outside, up to a height of eight feet.

The contractor will be required to secure the doors of all Argyle ISD facilities at the designated time established by Argyle ISD.

The Contractor is further responsible for cleaning areas completely and making them ready for students the next day. Other non-cleaning functions might include but are not limited to:

- Set up tables/chairs for meetings and rearrange when completed
- Stock paper
- Deliver packages from the office to designated areas
- Arranging furniture and equipment (microphones, speakers, overhead projectors, flags, etc.)
- Responsible for rearranging furniture

Contractor's employees shall not be used to extend or retract "roll-out" bleachers unless specifically authorized in writing by the District's Representative.

STAFFING

Contractor shall interview, screen and train all personnel. Contractor's personnel shall be neat and clean in appearance and uniformed for easy identification while on Argyle ISD's premises. The Contractor must provide company photo identification cards and name tags for their employees. Uniforms and ID cards must be worn by employees at all times.

Contractor shall provide personnel in accordance with the Required Minimum Daily Staffing Requirements set forth herein for the respective facilities covered under the Contract together with such additional personnel as Contractor or Argyle ISD shall determine are necessary to meet the requirements of the Contract.

All lead custodians must have public school janitorial experience or training.

Contractor agrees that cleaning services covered by this contract shall be performed by qualified, responsible, trained employees in the strictest conformity with the best practices and standards as may be prescribed by Argyle ISD and the industry throughout the duration of this contract.

Argyle ISD and the Contractor agree that the conduct of cleaning personnel is to be guided by a set of rules agreed upon by Argyle ISD and the Contractor and any special written instructions deemed applicable by Argyle ISD. It shall be agreed that cleaning personnel grooming habits will be subject to standards set by Argyle ISD. (See ITEM VI)

Contractor shall insure that all personnel shall abide by all safety rules and regulations either set forth by Argyle ISD, or by the Federal, State or Local governments.

Contractor further agrees that, upon request by Argyle ISD, Contractor will immediately remove from service any employee who, in Argyle ISD's written opinion, is guilty of improper conduct, is not qualified or needed to perform the work assigned, or whose presence is not in the best interest of Argyle ISD or is related to immoral or criminal activities.

The Contractor will employ management and supervisory personnel. It is the Contractor's responsibility to provide an adequate supervisory personnel structure to ensure the direction of cleaning employees and insure quality standards are met.

The Contractor will provide on-site supervision at all times during cleaning operations to make daily inspections and be responsible for maintaining the overall quality of housekeeping. Supervisors must be on call 24 hours per day, seven (7) days per week. The Contractor will provide the home and cell telephone numbers of supervisory personnel to Argyle ISD facility management. Such supervisors will, upon reasonable notice, be available to report and confer with designated agents of Argyle ISD with respect to the services provided.

All cleaning services supervisory and lead personnel will be required to communicate verbally in English, project a professional image in their duties and deal with all people in a courteous manner.

Contractor will have sufficient office personnel to insure the following:

- Maintain accurate and timely billing.
- Coordinate all activities and special events as requested by Argyle ISD.
- Provide calendar that reflect all events/activities occurring at Argyle ISD facilities on weekly basis.
- Ensure that personnel are on site at designated times each day by the operation of a call-in system.
- Provide system for the handling of all emergencies.
- Provide written communication to School Secretary or Argyle's Director of Maintenance for repairs.

Contractor will furnish Argyle ISD with a detailed staffing list of personnel in the assigned buildings by the first week of the contract period. The Contractor will provide such a list for each facility added to the Contractor's scope within one week of the assignment.

The Contractor will maintain the same personnel on the specified campuses unless Argyle ISD requests, or approves in writing, changes. In the event of absence, the Contractor is required to provide qualified substitutes.

COMMUNICATION

Contractor must provide Supervisory personnel with cellular phones, and radios in order to insure efficient and rapid communication with Argyle ISD personnel.

Contractor will provide a direct person of contact 24 hrs/day 7 days/wk 365 days/yr.

Contractor will be responsible for providing to District's representative nightly reports related to late workers, alarms and security problems, vandalism and periodic work.

SUPPLIES AND EQUIPMENT

Contractor will include an initial inventory of equipment in the proposal. (EXHIBIT II).

Contractor will provide all necessary tools and equipment necessary to maintain the facilities per the specifications. Including, but not limited to, standard custodial equipment but also lifts, ladders, tool boxes, lock boxes, key boxes, desks, and bulletin/information boards.

Contractor will keep all equipment operating in a safe and efficient manner.

Argyle ISD will inspect all equipment used by the Contractor in Argyle ISD facilities. Equipment determined by Argyle ISD to be unacceptable will be repaired or removed and replaced immediately by the Contractor.

The initial equipment inventory will be delivered to a designated location for review and inspection by Argyle ISD personnel prior to distribution to schools.

The Contractor will furnish necessary and appropriate supplies for the maintaining of Argyle ISD facilities. Contractor will furnish any and all custodial related paper products including but not limited to toilet tissue, paper towels, sanitary products, all plastic bags for inside and outside. Contractor will use chemicals approved by Argyle ISD providing MSDS safety sheets in each clinic and a copy in the custodial staging area facility in the event of emergency.

Contractor agrees to provide all lavatory dispenser supplies including paper towels, tissue, hand soap, hand sanitizer dispensers, and trash can liners. Contractor will be responsible for the neatness and proper storage of all equipment and chemicals. Contractor will be responsible for stocking the lavatory dispenser supplies and for maintaining storage in an orderly environment. Contractor is required to supply all other items necessary to clean all areas in accordance with proposal specifications. Contractor will furnish toilet tissue holders, sanitary napkin and paper towel dispensers and disposal receptacles.

SECTION II – DISTRICT RESPONSIBILITY

Argyle ISD agrees to provide adequate secured storage at each facility for Contractor's equipment and supplies. Argyle ISD agrees to provide a custodial closet with a separate key for security purposes.

Argyle ISD agrees to provide adequate water and electrical facilities for use by the Contractor.

Argyle ISD agrees to provide initial keys for access to the premises. Any keys or other access items will be replaced at the Contractor's expense if lost, including but not limited to the master or sub-master system.

Argyle ISD agrees to provide entrance and walk-on mats at each facility.

Argyle ISD will be responsible for the removal of trash from compactors and dumpsters in a timely fashion.
Argyle ISD will not furnish office facilities for contractors.

Argyle ISD can furnish storage for some paper products.

SECTION III TERMINATION FOR DEFAULT

Argyle ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the interest of the school district in the event of breach or default of this contract. Argyle ISD reserves the right to terminate the contract immediately in the event the successful proposer:

- Fails to meet specified schedules.
- Fails to perform in accordance with these specifications.
- Engages in unacceptable conduct by representative personnel.
- For any non-performance deemed unacceptable by Argyle ISD.

SECTION IV CHANGES/SUBCONTRACTING

Argyle ISD may authorize changes in the scope of the services, issue additional instruction, require additional services or direct the omission of services previously agreed upon. The Contractor shall not under any circumstances proceed with any change involving an additional charge without prior written authorization from Argyle ISD in accordance with the terms of this contract. The pricing shall not change per square footage under this contract for additional buildings added.

Janitorial services will not be subcontracted by the Contractor to another company. All personnel shall be employees of Contractor and shall be compensated directly by Contractor. Contractor shall process the payroll for such employees with its own personnel unless otherwise approved by Argyle ISD.

SECTION V QUALIFICATIONS OF PROPOSERS

Each Contractor shall submit for consideration such record of work and further evidence as may be required by Argyle ISD regarding experience, financial standing and assurance that they have, or will promptly provide, suitable expertise, personnel, supplies and adequate inventories to satisfactorily complete the work specified.

SECTION VI PAYMENT/INCREASES

District agrees to pay Contractor the monthly proposal price as adjusted each year based upon the following formula:

- First Year (START DATE) contract price
- Second year (START DATE) contract price per sq. ft. =
(Year 1 proposal price * (1 + CPI Year End Dec. 31, each year)
- Third year (START DATE) contract price per sq. ft. =
(Year 2 price *(1 +CPI Year End Dec. 31, each year)
- Continuing in the same manner for future years.

Note: The Consumer Price Index (CPI) is defined as the US Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumer (CPI_U) U. S. City Average, Dallas – Fort Worth, January [year indicated]. Index Item ‘All Item’, Dallas – Fort Worth: 12-month. Percent Change. This report is identified by the Bureau of Labor Statistics as Report Code #9140.

The payment for the service within this proposal will extend over the contract period with services invoiced once a month. Each invoice amount will be determined by the number of square feet serviced during that invoice period.

Adjusted square footage shall be provided by the District. A decision will be made on additional square feet before acceptance.

District agrees to pay Contractor for other special cleaning services or work order requests, upon written approval by the District’s Representative.

ITEM II
Directory of Argyle Schools and Support Facilities Under Contract*

Hilltop Elementary School, 1050 Harrison Ln., Argyle, TX 76226
97,112 sq. ft.

West Elementary School, 1741 Old Justin Road, Argyle, TX 76226
107,324 sq. ft.

South Elementary School, 11800 Denton Creek Road, Flower Mound, TX 76226
104,812 sq. ft.

Argyle New 6th Grade Center – 800 Eagle Drive, Argyle, TX 76226
77,485 sq. ft.

Argyle Middle School – 191 Hwy. 377, Argyle, TX 76226
216,521 sq. ft. Round Building, Long Building and Gym 77,485 sq. ft

Argyle MS Athletic Field House – 191 Hwy 377, Argyle, TX 76226
18,147 sq. ft. boys and girls combined square footage

Argyle MS IAC – 191 Hwy 377, Argyle, TX 76226
6,848 sq. ft.

Argyle High School – 6601 Canyon Falls Drive, Flower Mound, TX 76226
359,187 sq. ft. including field house

Transportation Office – 153 Cook St., Argyle, TX 76226
3,895 sq. ft.

Maintenance Office, 800 Eagle Drive, Annex Building, Argyle, TX 76226
4,196 sq. ft.

Administration Office – 6701 Canyon Falls Drive, Flower Mound, TX 76226
16,697 sq. ft.

*New Elementary School #4, Year 2024, Location To Be Determined
approx. 104,812 sq. ft.

ITEM III – SPECIFICATION OF CLEANING SERVICES
Items Included with Normal Fee

Item: Auditorium

- A. After each use (or more frequently if need arises)
 - 1. Sweep and damp mop all hard surface floor areas
 - 2. Vacuum carpeted areas, spot clean carpet as needed
 - 3. Remove all trash daily or after each usage
 - 4. Dust mop and mop stage area as needed
 - 5. Remove gum from carpet and seats
- B. Each Six Months (or more frequently if needed)
 - 1. Dust side walls (to ceiling, height 10 ft.)
 - 2. Hot water extraction clean aisle areas as needed
 - 3. Detail Clean auditorium seats

Item: Cafeteria Responsibility

- A. Daily (or more frequently if need arises)

Contractor is required to provide adequate staff to conduct lunch runs to include but not limited to:

 - 1. Trash cans with liners in place
 - 2. Mop bucket, mop and broom in place
 - 3. Continual cleaning throughout all breakfast and lunch periods
 - 4. Push food carts to designated areas
 - 5. After lunch and breakfast are complete, clean these areas to include: mop hard surface floor, spot clean carpet daily, clean tables and make area ready for other activities.
 - 6. Sanitize water fountain
 - 7. Spot clean walls as necessary
 - 8. Spot clean glass
 - 9. Furniture dusted and wiped with damp cloth. After both breakfast and lunch
 - 10. Hard surfaced floors swept
 - 11. Mop hard surfaced floors with disinfectant
 - 12. Wash tables with disinfectant and move lunch carts to designated area
 - 13. Carpeted areas must be spot cleaned daily
- B. Weekly (or more frequently if need arises)
 - 1. High Speed all resilient floors
 - 2. Wash out all trash containers
 - 3. Scrub floors weekly
- C. Quarterly (or more frequently if need arises)
 - 1. Wash and sanitize all walls 10' in height.
 - 2. Spot clean walls and doors
 - 3. Lighting fixtures cleaned (open swing down fluorescent fixtures to clean inside)
- D. Once a Year in Summer Months (any additional as needed)
 - 1. Strip, seal, and wax tile and resilient floors including kitchen floor area as needed, per Argyle ISD instructions
 - 2. Remove dust from underneath tables and chairs

Item: Classrooms

- A. Daily at Hilltop and Argyle West, Every other day at HS/MS and 6th Grade Center (or more frequently if need arises)
 - 1. Sweep and dust mop all hard surfaced flooring to insure dust free floors with special attention to hard to reach areas
 - 2. Vacuum all carpeted areas and rugs. Spot clean carpet as needed
 - 3. Empty, clean and damp dust, all wastepaper baskets. Install liners provided by Contractor as necessary
 - 4. Dust clean all horizontal surfaces such as desks, files, window sills, pictures, tables, telephones, etc. being careful not to disturb papers on these surfaces
 - 5. Remove all finger prints, scuff marks, and chewing gum where found such as around light switches, door frames, etc.
 - 6. Clean tops of desks. Remove marks as necessary. Contractor will not be responsible for student damage to desk.
 - 7. Pour water in all floor drains
 - 8. Remove spider webs in corners and windows
 - 9. Wipe down all desk and tables with disinfectant
 - 10. Mop floors as needed
 - 11. Extra Electrostatic spray as requested
- B. Weekly (as needed)
 - 1. Dust computers and clean monitors. Clean screens with feather duster
 - 2. Wet mop all tile floors
 - 3. COVID Electrostatic spray area of every campus once a week
- C. Monthly (as needed)
 - 1. High Speed all resilient floors
 - 2. Every other month hot water extract all rugs at entrances
- D. Once a Year in Summer Months (any additional as needed)
 - 1. Strip, seal, and wax tile and all resilient floors
 - 2. Hot water extraction clean all carpeted areas (minimum of twice per year)
 - 3. Clean lighting fixtures
 - 4. Clean window blinds

Item: Day staff responsibilities

- A. Daily (or more frequently if need arises)
 - 1. Monitor halls and stairway areas for trash a minimum of three times a day
 - 2. Monitor and restock restrooms as necessary a minimum of three times a day
 - 3. Wash clean and sanitize all water fountains
 - 4. Monitor outside perimeter of main building to the curbs
 - 5. Monitor the cafeteria after break and each lunch period, emptying trash and replacing with clean liners, pick up trash off floor and cleaning tables and chairs
 - 6. Detail clean cafeteria in afternoons (See Specifications for Cafeteria)
 - 7. Monitor office and clinic area one time a day
 - 8. Monitor atrium areas after break and lunch
 - 9. Monitor teacher's lounge twice a day
 - 10. Assist school representatives on special projects such as a set-up, water leaks, desk moving, furniture, moving of boxes or freight, clean up after ill students, etc
 - 11. Sweep entrance mats, spot doors and partition glass
 - 12. Clean trophy display, spotting glass as necessary

13. Detail clean auditorium (See Specifications for Auditorium)
14. Collect and remove to a designated area on the premises, all normal building wastepaper, boxes, and waste materials from cafeteria and rubbish
15. Secure all doors
16. Remove all objects above lockers in halls
- B. Weekly (or more frequently if need arises)
 1. Wash and spot clean walls in main hall areas
 2. Wash and spot clean glass, attendance office, side glass and partitions
 3. Dust top of lockers
- C. Periodically (as needed)
 1. Assist Argyle ISD staff as needed
 2. Remove trash and debris from parking lots, tennis courts and baseball field and other outside facilities as needed.

Item: Fine Arts

- A. Daily (or more frequently if need arises)
 1. Sweep and dust mop all hard surfaced flooring to insure dust free floors with special attention to hard to reach areas
 2. Vacuum all carpeted areas and rugs. Spot clean carpet as needed.
 3. Empty, clean and damp dust, all wastepaper baskets. Install liners provided by Contractor as necessary.
 4. Dust clean all horizontal surfaces, such as desks, files, window sills, pictures, tables, telephones, etc. being careful not to disturb papers on these surfaces.
 5. Remove all finger prints, scuff marks and chewing gum wherever found such as around light switches, door frames, etc.
 6. Clean tops of desks. Remove marks as necessary.
- B. Weekly (or more frequently if need arises)
 1. Clean and treat all whiteboards with approval product.
 2. Clean erasers as necessary.
 3. Detail clean all lab tables, treating surfaces for effervescing.
- C. Monthly (or more frequently if need arises)
 1. High speed all resilient floors.
 2. Wash walls as necessary.
- D. Once a Year in Summer Months (any additional as needed)
 1. Strip, seal and wax tile and all resilient floors.
 2. Hot water extraction clean all carpeted areas as needed.
 3. Clean light fixtures.

Item: General /Miscellaneous

- A. General miscellaneous cleaning needed
 1. Re-check all doors periodically. Final check of doors at end of cleaning shift.
 2. Have cleaning personnel keep all lights off with exceptions to working area.
 3. Keep janitor closets locked at all times.
 4. Items found during the course of cleaning should be returned into office lost and found. Books, notebooks, clothes, jewelry. etc.
 5. Move desk and chairs to classroom as requested by school representatives.
 6. Move tables and chairs for set-ups as requested by school representatives.
 7. Provide labor for special projects during the course of the day. Weekends and nights not related to school activities or city activities will result in an extra charge to group using facility.
 8. Keep entry area wiped dry on rainy days.

9. All custodial closets must be kept clean and orderly.
10. Set up the board room once a month for board meetings on the day of the meeting and set it back to normal the following day.

A. Athletic event/game cleanup

1. Clean the Boys HS Varsity Fieldhouse Monday through Saturday during football season (approximately 16 weeks)
2. Clean the football stadium the night after each varsity football game (there are no more than 6 a year and are usually on Friday nights).
3. Clean the football stadium after each Ms football game for 8 Tuesday nights.
4. Clean the football stadium after each sub-varsity football game for 5 Thursday nights.
5. Clean the football stadium after each home soccer game for 13 games
6. Clean the football stadium after 2 track meets.

Stadium duty

- a. Pick up all of the trash in the bleachers, under the bleachers, and around the stadium
 - b. Clean all of the restrooms and empty all trash containers
 - c. Clean both press boxes
7. Clean the baseball and softball stadium after each home baseball game and tournament for Approximately 15 games.

Baseball Complex duty

- a. Pick up all trash in the bleachers. Under the bleachers of both fields and around the complex
 - b. Clean all of the restrooms and empty all trash containers
 - c. Clean both press boxes
8. Clean both sets of tennis courts twice a week and after any match or tournament. There are approximately 5 MS matches and approximately 10 HS matches throughout the year.

Tennis courts

- a. Pick up all trash in the bleachers. Under the bleachers of both sets of courts and around the complex
- b. Clean all of the restrooms and empty all trash containers

Item: Gyms and Fieldhouse (Where Applicable)

A. Daily (or more frequently if need arises)- Locker and Restrooms

1. Sweep, mop and sanitize all flooring, with exceptions of gym floor.
2. Wash and polish all mirrors, powder shelves, bright work, enameled surfaces, etc., including, but not limited to, flush meters, piping and toilet seat hinges.
3. Wash with a disinfectant, and dry wipes, both sides of all toilet seats.
4. Wipe clean all toilet tissue, soap, towel and sanitary napkin dispensers and disposal units.
5. Wash and sanitize all basins, bowls, urinals and showers.
6. Wash clean underneath the sinks, bowls, and urinals.
7. Fill toilet tissue holders, soap dispensers, towel dispensers, and sanitary napkin dispensers.
8. Clean floor treated with gym cleaner products as needed.
9. Clean bleacher area.

B. Daily (or more frequently if need arises)- Gym and field house area

1. Dust mop and mop gym floor removing all debris.
2. Vacuum all carpeted areas and rugs. Remove spots as necessary.
3. Office areas – refer to Office Specifications.

4. During volleyball and basketball seasons, gyms are to be cleaned before game starts and after games are completed.
- C. Weekly (or more frequently if need arises)
 1. Thoroughly clean carpet.
 2. Thoroughly clean laundry rooms.
 3. Clean all areas under bleachers. Areas under bleachers must be cleaned thoroughly after each activity prior to folding. Pulling, folding, and securing the bleachers is the responsibility of Argyle ISD. Contractor's employees may not perform these functions unless authorized in writing by the Argyle ISD representative, and then only under the direct supervision of Argyle ISD staff member (coach etc.).
 4. Wash all partitions, tile walls, enamel surfaces, dispensers, and receptacles, using proper disinfectants.
 5. Wash clean underneath sinks, bowls, and urinals.
 6. During volleyball and basketball season, dump mop bleacher floor treads. (VIP)
- D. Once a Year in Summer Months (any additional as needed)
 1. Strip, seal and wax tile and all resilient floors.
 2. Assist coaches' request for special cleaning, Saturday morning meetings, workouts, open house, booster club meetings, etc.
 3. Scrub shower and restroom floors.

Item: Library

- A. Daily (or more frequently if need arises)
 1. Vacuum all carpeted areas and rugs. Spot clean carpet as needed.
 2. Empty, clean and damp dust, all wastepaper baskets. Install liners provided by Contractors as necessary.
 3. Dust clean all horizontal surfaces, such as desks, files, window seals, pictures, tables, telephones, etc., being careful not to disturb papers on the surfaces.
 4. Clean all glass furniture tops; damp wipe and polish as necessary.
 5. Dust clothing racks, shelving and closets. Wipe, wash or polish as necessary.
 6. Remove all finger prints, scuff marks and chewing gum wherever found such as around light switches, door frames, etc.
- B. Weekly (or more frequently if need arises)
 1. Dust all picture frames, charts, graphs and similar wall hangings not reached in nightly cleaning.
 2. Dust all window sills and frames.
 3. Dust all vertical surfaces such as walls, partitions, ventilating louvers, fresh air grills and others not reached in nightly cleaning.
 4. Clean all interior partition glass necessary.
 5. Dust shelf ledges by sections at librarian's request.
- C. Quarterly
 1. Dust all venetian blinds and areas not reached at nightly cleaning.
- D. Periodically
 1. Hot water extraction clean all carpeted areas as needed.
 2. Clean light fixtures.

Item: offices

- A. Daily (or more frequently if need arises)
 1. Vacuum all carpeted areas and rugs, file cabinets, etc.
 2. Empty, clean and damp dust, all wastepaper baskets. Install liners provided by Contractor as necessary.
 3. Dust clean all horizontal surfaces, such as desks, files, window sills, pictures, tables, telephones, etc., being careful not to disturb papers on the surfaces.
 4. Clean all glass furniture tops, damp wipe and polish as necessary.
 5. Dust clothing racks, shelves and closets. Wipe, wash or polish as necessary.
 6. Remove all finger prints, scuff marks and chewing gum wherever found such as around light switches, door frames, etc.

7. Spot mop hard surface floors.

B. Weekly (or more frequently if need arises)

1. Dust all picture frames, charts, graphs and similar wall hangings not reached in nightly cleaning.
2. Dust all window sills and frames.
3. Dust computer and monitors. Clean monitor screen with feather duster.
4. Dust all vertical surfaces such as walls, partitions, ventilating louvers, fresh air grills and others not reached in nightly cleaning.
5. Clean all interior partition glass necessary.
6. Spot clean walls and doors around light switch plates, and door handles.

B. Quarterly

1. Dust all venetian blinds and areas not reached at nightly cleaning.
2. Clean light fixtures.
3. Air conditioning supply and return diffusers and exhaust vents dusted.

C. Periodically

1. Hot water extraction clean all carpet areas as needed.
2. Clean interior office windows and glass doors and side lights that can be reached with (6)ft. ladder.

Item: outside policing

A. Daily

1. Walk perimeter of school building removing all debris.
2. Clean atrium areas to main building.
3. Sweep entrance area to main building.
4. Empty all trash containers.

B. As needed

1. Police parking lots to fence lines including curb area corners.
2. Provide and spread in main entry areas, student drop off areas and teacher entry areas an approved deicer as required or requested by Argyle ISD
3. Sweep, clean and remove deicer residue after snow/ice has melted.

C. Periodically

1. Wash clean entry mats.
2. Wash clean outside trash containers.

Item: Public Areas

A. Daily (or more frequently is needed arises)

1. Sweep and dust mop all hard surfaced flooring to insure dust free floors with special attention to hard to reach areas
2. Vacuum all carpeted areas and rugs. Remove spots as necessary.
3. Sweep (or vacuum clean, if carpeted) all stairways; mop as often as necessary.
4. Empty, clean and damp dust, all wastepaper baskets. Install liners provided by Contractors as necessary.
5. Collect and remove to a designated area on the premises, all normal building wastepaper, cardboard boxes, waste materials and rubbish. Waste and/or rubbish bags shall be provided by Contractor.
6. Dust clean all horizontal surfaces, such as window sills, pictures, tables, telephones, etc.
7. Wash, sanitize and polish all water fountains.
8. Dust all baseboards; remove stains if possible.
9. Keep service corridor on each floor, including lobby floor, in clean and orderly condition.
10. Remove all finger prints, scuff marks and chewing gum wherever found such as around light switches, door frames, etc.
11. Wash glass partitions as necessary, walls and doors will be spot cleaned as well as all glass.
12. Spot clean entry door glass and chrome lightly.
13. Dust/wash all directory boards and trophy cases as necessary, remove fingerprints and smudges.
14. Wipe clean all vending machines.
15. Spot clean lockers, top and bottom.

B. Weekly

1. Clean all partition glass
2. High speed all resilient floors (classroom) halls three times a week).
3. Dust all handrail and treads.
4. Scrub tile floor with scrubbing machine,

C. Quarterly

1. Recondition tile as necessary.
2. Dust all venetian blinds and areas not reached at nightly cleaning.
3. High speed all classrooms, science rooms, art rooms, and homemaking rooms.

D. Semi-Annually (as needed)

1. Strip, seal and wax all resilient floors.

E. Periodically

1. Hot water extraction clean all carpeted areas as needed.
2. Interior lockers to be cleaned beginning the first of the week after school ends as directed by AISD administration staff.

Item: Restrooms

A. Daily (or more frequently is needed arises)

1. Sweep, wet mop and sanitize all flooring with scented cleaners.
2. Wash and polish all mirrors, powder shelves, bright work, enameled surfaces, etc., including, but not limited to, flush meters, piping and toilet seat hinges.
3. Wash with disinfectant, and wipe dry, both sides of all toilet seats.
4. Wipe clean all toilet tissue, soap, towel and sanitary napkin dispensers and disposal units.
5. Wash and sanitize all basins, bowls, urinals and showers.
6. Spot clean all partitions, tile walls, enamel surfaces, dispensers, and receptacles, using proper disinfectants.
7. Clean wash underneath sinks, bowls and urinals.
8. Fill toilet tissue holders, soap dispensers, towel dispensers, and sanitary napkin dispensers.
9. Remove wastepaper and refuse to a designated area.
10. Remove marking/writing from walls as necessary.
11. Clean and dry polish bright metal work.
12. Install air fresheners as supplied by Argyle ISD.

B. Weekly

1. Wash walls and partitions.
2. Dust all lighting fixtures, vents, and air conditioning grills.
3. Scrub floors as needed.

Item: Mechanical Rooms- Periodically

A. As needed or requested

1. Sweep floor areas.
2. Mop floor areas
3. Dust equipment surfaces, ducts, & pipe surfaces.
4. High dust exposed structure members, ducts, & pipes.
5. Mechanical rooms may not be used as storage rooms or staging area for supplies or products. Argyle ISD and local campus administration is responsible for the removal of school related supplies, surplus, furniture, etc. in accordance with local, state, and federal safety guidelines.

A. Special (Billable cleaning)

1. High dusting- clean and dust exposed ducts and beams, beams, vents, ceiling fans, and surrounding areas as requested by Argyle ISD.
2. High pressure wash designated areas as requested by Argyle ISD.
3. Clean interior and exterior glass as requested by Argyle ISD except as noted earlier.
4. Clean park areas adjacent to school campus as requested by Argyle ISD.
5. Clean stadium after football games and other stadium events.
6. In the event of flood, cleaning and drying carpet – flood water extraction

****COVID – PANDAMIC SPECIALIZED CLEANING****

A. As mandated by Laws and Guidelines

1. Hydrostatic spray of rooms upon request
2. Trash every room, every night
3. HS/MS skip clean upon request
4. Waxing floors every summer
5. Shampoo floors every summer
6. Clean windows twice a year

ITEM IV
SCHOOL POPULATION*

This page represents the current enrollment figures for the district.

Hilltop Elementary-	644
Argyle West Elementary-	859
Argyle South Elementary-	911
Argyle 6 th Grade Center-	TBD
Middle School-	1,191
High School-	1,466

*Argyle ISD enrollment numbers indicated below were updated as of April 21, 2023.

ITEM V

SAMPLE SUMMER SCHOOL SCHEDULE

It is not expected that the AISD (school year) schedule will differ substantially, however AISD reserves the right to alter schedules, schools, rooms, times, dates, or other elements in establishing a summer school schedule in the best interests of Argyle ISD.

It is expected that AISD will conduct summer school in FY23-24 to be determined and discussed in pre-bid meeting.

Summer school will not utilize all classrooms. Summer school at the High School will only use a few classrooms during the month of June and a few classrooms for testing in July.

ITEM VI

EMPLOYMENT ELIGIBILITY GUIDELINES

Every contract employee (or applicant) who will have a contract with district students shall have a criminal history search performed and reported prior to being allowed to work on District property. There will be no exceptions.

Criminal history returns often shows arrests but fail to report the disposition, Staff limitations prevent the district from contacting each employee to request disposition. The contractor employee (or potential employee) will be reported as ineligible until they provide the District with official transcripts or record of this disposition.

The employee (or applicant) will be cleared or reported as eligible for work under this contract after the contractor provides the district with the official record or disposition showing that the employee/applicant was found not guilty or that the charges were dismissed.

Contractor, employee, or applicant who have active warrants for their arrest charging them with any criminal violation, who have charges pending on any criminal violation, or who have been convicted, placed on probation, or deferred adjudication for the following offenses are not eligible to work on Argyle Independent School District property (or school functions otherwise included under their contract).

1. Any offense against a child.
2. Any sex offense.
3. Any felony.
4. Misdemeanor possession of a controlled substance within 10 years of their date of application.
5. Any weapons offence
6. Theft, larceny, fraud issuance of a bad check, theft by check above the class C misdemeanor level or more than one offense at the class C level.
7. Alcohol offenses, including a DWI, that in the aggregate equal 2 or more or 2 when they occur within one year of each other. One DWI will not disqualify an applicant from consideration except that they may not be considered for a position that involves the operation of district vehicles or transportation of student or staff.
8. Forgery.
9. Altering an official document.
10. Perjury.
11. Securing executing of a document by deception.

The District may in its sole discretion deem an employee ineligible as a result of offenses not listed above if the District determines that such an action is in the best interest of the District. Determination of eligibility shall not be made on any basis which would violate any law prohibiting discrimination on the basis of ethnicity, race, creed, color, gender, age or religion.






ITEM VII

SCHOOL CALENDER

ARGYLE INDEPENDENT SCHOOL DISTRICT 2023 - 2024 DISTRICT CALENDAR

JULY 2023							AUGUST 2023							SEPTEMBER 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			
OCTOBER 2023							NOVEMBER 2023							DECEMBER 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						
JANUARY 2024							FEBRUARY 2024							MARCH 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						
APRIL 2024							MAY 2024							JUNE 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

Holidays

	Student/Staff Holiday
	Student/Staff Holiday (Staff Comp Day)
	Student Holiday/Teacher Workday
	Bad Weather Make-Up Day - Student/Staff Holiday if not used
	Student Holiday/Campus Professional Development

Important Dates






	New Eagle Academy (New Teachers Only)
	District Staff Development
	First Day of School - August 17, 2023
	Student Early Release Day
	Conference Day for Elementary & Intermediate/Student Holiday

EXHIBIT I

Proposer's Name:

Certificate of insurance _____yes _____no

Proposal Bond Document _____yes _____no

Performance Bond Document _____yes _____no

**EXHIBIT II
PROPOSED EQUIPMENT LIST
ALL FACILITIES**

The proposed equipment list should include the equipment needed to maintain the level of clearing as outlined in the Specification (Item III).

QUANTITY	TYPE	MANUFACTURER	MODEL#

LIST OTHER EQUIPMENT:

EXHIBIT III JOB DESCRIPTIONS

Insert the proposed job descriptions.

EXHIBIT IV ORGANIZATIONAL STRUCTURE

Insert the organizational structure.

EXHIBIT V
BUDGET AND STAFFING WORKSHEET
ARGYLE ISD

Please insert the proposed budget and staffing worksheet.

EXHIBIT VI
INSPECTION REPORT

Please insert as a sample a recent inspection report for a district comparable to AISD.

FORMS CHECKLIST – GENERAL PROCUREMENT

The following pages must be completed and submitted to be considered for award.

Check If Included FORM TITLE:		ACTION REQUIRED
_____	AISD FORMS CHECKLIST – GENERAL PROCUREMENT	COMPLETE
_____	PROCUREMENT RESPONSE COVER SHEET	COMPLETE
_____	PROCUREMENT RESPONSE SHIPPING LABEL (IF NEEDED)	COMPLETE
_____	NOTICE OF NO RESPONSE FORM (IF APPLICABLE)	COMPLETE
_____	BID/PROPOSAL OFFER FORM	COMPLETE
_____	PROCUREMENT PROPOSAL/BID RESPONSE FORM/PRICING MATRIX	COMPLETE
_____	AFFIDAVIT OF AUTHORITY AND NON-COLLUSION (Notary Required)	COMPLETE (If applicable)
_____	RESIDENT BIDDER’S CERTIFICATION	COMPLETE
_____	DEBARMENT OR SUSPENSION CERTIFICATE	COMPLETE
_____	FELONY CONVICTION AND CRIMINAL HISTORY NOTICE	COMPLETE
_____	AISD CONTRACTOR CERTIFICATION	COMPLETE
_____	STATEMENT OF COMPLIANCE/DEVIATION FORM	COMPLETE
_____	PROPOSAL QUESTIONNAIRE	COMPLETE
_____	COMMITMENT TO PROVIDE INSURANCE FORM (Notary Required)	COMPLETE
_____	CERTIFICATE OF INTERESTED PARTIES (Form 1295)	COMPLETE
_____	CONFLICT OF INTEREST DISCLOSURE STATEMENTS	COMPLETE
_____	IRS FORM - W-9	COMPLETE
_____	EPCNT INTERLOCAL AGREEMENT CONSENT FORM	COMPLETE (If applicable)
_____	CHAPTER 2270 (BOYCOTT) VERIFICATION	COMPLETE
_____	FEDERAL FUND USE COMPLIANCE DOCUMENTATION (This form to be used with ALL procurement processes except Child Nutrition)	COMPLETE (if applicable)
_____	USDA FEDERAL FUND USE COMPLIANCE DOCUMENTATION (This form to be used with Student Nutrition procurement processes only)	COMPLETE (if applicable)
_____	ELECTRONIC COPY OF RESPONSE ON USB DRIVE LABELED AS INSTRUCTED	ENCLOSE

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE AS YOUR PROPOSAL COVER SHEET

FORM NO.: AISD1

PROCUREMENT RESPONSE COVER SHEET

Last Revised: Feb2019

**Cover Sheet
For
CUSTODIAL SERVICES**

BID NUMBER: RFP 23-04-001-1

BID TITLE: CUSTODIAL SERVICES

SUBMITTAL DUE DATE: MAY 17, 2023

SUBMITTAL DUE TIME: 2:00 PM

**SUBMITTAL ADDRESS: Argyle Independent School District
Finance Department -Purchasing
6701 Canyon Falls Drive
Flower Mound, Texas 76226**

PLEASE COMPLETE THE FOLLOWING REQUIRED INFORMATION AND MAKE THIS THE COVER TO YOUR RESPONSE:

COMPANY NAME: _____

COMPANY ADDRESS: _____
ADDRESS 1

ADDRESS 2

CITY STATE ZIP CODE

TELEPHONE NO.: (_____) _____ - _____

FAX NO.: (_____) _____ - _____

E-MAIL ADDRESS: _____ @ _____ .

SUBMITTED BY: _____
(PLEASE PRINT) TITLE

SIGNATURE: _____
SIGNATURE

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE AS YOUR PROPOSAL COVER SHEET

FORM NO.: AISD2

PROCUREMENT RESPONSE COVER SHEET

Last Revised: FEB2019

FROM:

Box _____ of _____

SHIP TO Argyle Independent School District
ADDRESS: Attn: Finance Department - Purchasing
6701 Canyon Falls Drive
Flower Mound, Texas 76226

CONTENTS: BID RESPONSE
BID NUMBER: RFP 23-04-001-1
BID TITLE: CUSTODIAL SERVICES
DUE DATE: MAY 17, 2023
TIME DUE: 2:00 PM

----- FOLD OR CUT HERE -----

FROM:

Box _____ of _____

SHIP TO Argyle Independent School District
ADDRESS: Attn: Finance Department - Purchasing
6701 Canyon Falls Drive
Flower Mound, Texas 76226

CONTENTS: BID RESPONSE
BID NUMBER: RFP 23-04-001-1
BID TITLE: CUSTODIAL SERVICES
DUE DATE: MAY 17, 2023
TIME DUE: 2:00 PM

----- FOLD OR CUT HERE -----

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD3

PROCUREMENT RESPONSE SHIPPING LABEL

Last Revised: FEB2019

NO BID NOTIFICATION

BID NO.: RFP 23-04-001-1

BID TITLE: CUSTODIAL SERVICES

The Argyle Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

REASON(S) FOR NO RESPONSE - Please mark all those that apply to your circumstances.

- ☐ Could not meet specification requirements.
- ☐ Do not supply the requested product.
- ☐ Did not have time to prepare a Proposal response.
- ☐ Cannot take additional jobs due to present workload.
- ☐ Quantities offered are ☐ too small or ☐ too large to be supplied by my company.
(Please check one)
- ☐ Could not be price competitive.
- ☐ Could not propose due to illness.
- ☐ Could not set price with the manufacturer.
- ☐ Could not meet insurance requirements.
- ☐ Could not meet bonding requirements.
- ☐ Time frame for bidding was too short for my organization.
- ☐ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined)
Specifications are "too tight" or written around a particular product. Please elaborate:

☐ Not awarded a contract by AISD when you felt you were low bidder.

☐ Other, please state reason: _____

Please indicate your choice for remaining on AISD's bid list (check one box:

☐ I wish to remain on bid list for future bids ☐ I do not wish to remain on bid list

Name of Company Phone Date

Address City State Zip

Signature Printed Name Title

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO. AISD4

NO BID NOTIFICATION

Last Revised: FEB2019

OFFER FORM

BID NO.: RFP 23-04-001-1

BID TITLE: CUSTODIAL SERVICES

TO: Argyle ISD

I, or we, the duly authorized undersigned, having carefully read the Instructions to Firms, General Conditions, Notice to Firms, Contract Specifications, Responsibilities of Firms, and Offer Form/s, do hereby agree to enter into a contract with AISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in this RFQ document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Firm or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/Firms in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any AISD 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 AISD's Purchasing personnel; or in any discussions or actions between offer/Firms and any AISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.

_____	An individual proprietorship	_____	A partnership
_____	A corporation chartered under the laws of the State of _____,		acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Company Officer:

Date: _____ Name of Firm: _____

Signature: _____ Firm's Address: _____
Street Address

Name: _____
Please Print City State Zip

Title: _____ Phone #: (_____) _____ - _____
Please Print

E-Mail: _____ Fax #: (_____) _____ - _____

SS or _____ - _____ - _____
Federal ID #: _____ - _____

ENVELOPES SHOULD BE PLAINLY MARKED:

" BID NO.: RFP 23-04-001-1 CUSTODIAL SERVICES
DUE DATE: MAY 17, 2023 TIME DUE: 2:00 PM "

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD5

BID/PROPOSAL OFFER FORM

Last Revised: FEB2019

AFFIDAVIT OF AUTHORITY AND NON-COLLUSION

BID NO.: RFP 23-04-001-1 **BID TITLE:** CUSTODIAL SERVICES

STATE OF: _____)

COUNTY OF: _____)

_____, of lawful age, being first duly sworn, on oath says, that (s) he is the agent authorized by the Proposal to submit the attached Proposal. Affiant further states that the proposer has not been a party to any collusion among Proposals/proposers in restraint of freedom of competition by agreement to Proposal at a fixed price or to refrain from proposing; or with any state official, District employee, Board Member, or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract, or in any discussion or actions between Proposals/proposers and any state official, District employee, Board Member, or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

CONTRACTOR'S NAME: _____

ADDRESS: _____
City State Zip

Phone: (_____) _____ - _____ Fax: (_____) _____ - _____

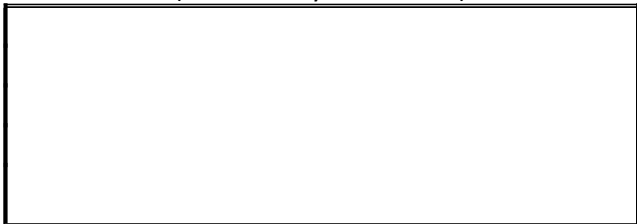
E-Mail: _____ @ _____

AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed) **TITLE OF AUTHORIZED OFFICIAL**

SIGNATURE OF AUTHORIZED OFFICIAL: _____

The claim contained within this affidavit is subscribed and sworn before me, a Notary Public, this _____
day of _____, 20 _____.

(Affix Notary Seal Below)



Notary Public Signature

Print Name: _____

My Commission Expires: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD6

AFFIDAVIT OF AUTHORITY AND NON-COLLUSION

Last Revised: FEB2019

RESIDENT BIDDER'S CERTIFICATION

BID NO.: RFP 23-04-001-1

BID TITLE: CUSTODIAL SERVICES

Texas Government Code Chapter 2252.001A (3) and (4) defines "nonresident bidder" and "resident bidder" as follows:

Chapter 2252.001A (3) "Nonresident bidder" refers to a person who is not a resident.

Chapter 2252.001A (4) "Resident bidder" refers to a person whose principal place of business is in this state (Texas), including a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

Chapter 2252.002 states "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the 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
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

Signature: _____

Print Name: _____

I certify that _____ is a nonresident bidder of
(Company Name)

Texas as defined in Texas Government Code 2252.001A (4).

City and State: _____

Signature: _____

Print Name: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD7

RESIDENT BIDDER'S CERTIFICATION

Last Revised: FEB2019

DEBARMENT OR SUSPENSION CERTIFICATION FORM

BID NO.: RFP 23-04-001-1 **BID TITLE:** CUSTODIAL SERVICES

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. Contractors 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, this Firm:

- (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

FIRM'S NAME:

ADDRESS:

CITY: _____

STATE: _____ **ZIP CODE:** _____ + _____

PHONE: (____) _____ - _____

FAX: (____) _____ - _____

E-MAIL: _____ @ _____

AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed)

TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE:

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD8

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Last Revised: FEB2019

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

BID NO.: RFP 23-04-001-1

BID TITLE: CUSTODIAL SERVICES

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code, Section 44.034. Following is an example of a felony conviction notice:

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 public entity must give advance notice to the public entity 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 public entity may terminate a contract with a person or business entity if the public entity 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 public entity 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.

FIRM'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

Detail of Conviction: _____

Signature of Company Official: _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO. AISD9

FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

Last Revised: FEB2019

ARGYLE ISD CONTRACTOR CERTIFICATION

BID NO.: RFP 23-04-001-1

BID TITLE: CUSTODIAL SERVICES

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: All employees of a contractor who have or will have continuing duties related to the service to be performed in 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, the victim was under 18 or enrolled in a public school: (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.

Company/Contractor agrees to check the criminal history of personnel being provided to AISD under the agreement pursuant to Chapter 22, Subchapter C, Section 22.0834 of the Texas Education Code and hereby certifies that company/contractor has received all criminal history record information on said personnel. **Furthermore, company/contractor agrees to provide only those personnel with an appropriate background pursuant to Chapter 22, Subchapter C, Section 22.085 of the Texas Education Code.**

On behalf of _____ ("Contractor"), I certify that [check one]:

☐ None of the Contractor's employees are **covered employees**, as defined above.

Or

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

- (1) 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.
- (2) 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 3 business days.
- (3) 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 Contractor with this certification may be grounds for contract termination.

Printed Name

Title

Signature

Date

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD10

ARGYLE ISD CONTRACTOR CERTIFICATION FORM

Last Revised: FEB2019

DEPARTMENT OF COMMERCE, U.S. CUSTOMS AND BORDER PROTECTION

DID NOT: ANY OF THE FOLLOWING **DID HAVE:** COCAINE/HEROIN/CRACK

67

1 7 1 0

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

City	State	Zip
------	-------	-----

Phone: () - Fax: () -

E-Mail: _____@_____

AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed)	TITLE OF AUTHORIZED OFFICIAL
--	-------------------------------------

SIGNATURE OF AUTHORIZED OFFICIAL: _____ **Date:** _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD11	STATEMENT OF COMPLIANCE/DEVIATION FORM	<i>Last Revised: FEB2019</i>
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**PURCHASING DEPARTMENT
COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT**

BID NO.: RFP 23-04-001-1 **BID TITLE:** CUSTODIAL SERVICES

If the Bidder shown below is awarded this contract by Argyle ISD, the bidder will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to the Argyle ISD Purchasing Department, meeting all of the insurance requirements in this bid. Types and amount of required coverage shall be in the amount shown on the sample Insurance Certificate provided on the following page.

Worker's Compensation: Contractor shall provide all necessary Workman's Compensation Insurance as may be required by local, state and federal law.

Agent's Name: _____

Agency Name: _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____ - _____

Telephone No: (_____) _____ - _____ **Fax No:** (_____) _____ - _____

Bidder's Name: _____

Company Name: _____

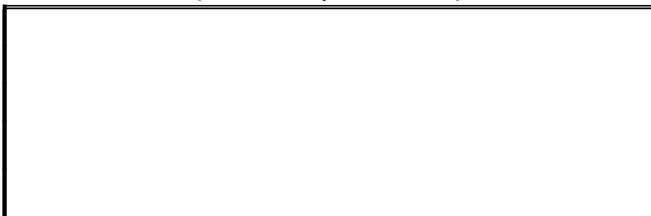
Project/Bid No. and Title: _____

Insurance Agent/Broker Signature: _____ **Date:** _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award. If the above ten-day requirement is not met, the Argyle Purchasing Department has the right to reject this bid and award the contract to the next lowest bidder meeting specifications.

Bidder's Signature: _____ **Date:** _____

Certified this: _____ day of _____, 20 _____, by _____
(Affix Notary Seal Below) Notary Public



My Commission Expires on

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD12

COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT

Last Revised: FEB2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Date of Issue

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent Name Agent Address	CONTACT NAME: Agent Name PHONE (A/C, No, Ext): Agent Phone E-MAIL ADDRESS: Agent E-Mail address	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Firm Name Firm Address	INSURER A:	Insurance Company Name
	INSURER B:	Insurance Company Name
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>			Policy Number	Current Policy Dates		EACH OCCURRENCE DAMAGE TO RENTED \$ 1,000,000 PREMISES (Ea-occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000
	POLICY PROJECT LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
X	ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	X	X	Policy Number	Current Policy Dates		BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
X	UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/>	X	X				EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A		X	Policy Number	Current Policy Dates		PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000

(Mandatory in NH)
If yes, describe under

DESCRIPTION OF OPERATIONS below

Dates

E.L. DISEASE - EA EMPLOYEE \$ 500,000
E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Argyle ISD is named Additional Insured on the General Liability and Auto policies. Waiver of Subrogation applies in favor of Argyle ISD on the General Liability, Auto Liability and Workers Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

Argyle ISD
800 EAGLE DR., ARGYLE, TX 76226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE

**Implementation of
House Bill 1295
Certificate of Interested
Parties (Form 1295):**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity 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. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

Changes Form 1295

Changes to the [law](#) requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;*
- or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

Will my date of birth and address appear on the TEC's website when I file the form?

No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. *See also Paxton v. City of Dall.*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.-Austin

May 22, 2015)_(mem. op.) (pet. denied) (available [here](#)).

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

Additional Information:

[HB 1295](#)

Certificate of Interested Parties ([Form 1295](#))

New Chapter 46, Ethics Commission Rules:

[46.1. Application](#)

[46.3. Definitions](#)

[46.5. Disclosure of Interested Parties Form](#)

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD13

CERTIFICATION OF INTERESTED PARTIES

Last Revised: FEB2019

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE****FORM NO.: AISD 14****CERTIFICATION OF INTERESTED PARTIES****Last Revised: FEB2019**

Notice to Firms
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Firms are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the firm's company and an officer of the District. Firms are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Conflicts of interest exist if:

- 1) The person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
- 2) The person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from firms regarding each affiliation or business relationship between the firm and:

- 1) An officer of the District;
- 2) An officer of the District that results in the *officer or family member* receiving taxable income;
- 3) An officer of the District that results in the *firm* receiving taxable income that does not come from the District;
- 4) A corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
- 5) An employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
- 6) An officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
- 7) Any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

- 1) No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
- 2) The Firm also shall file an updated questionnaire:
 - a) Not later than September 1 of each year in which a covered transaction is pending, and
 - b) The seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
- 3) A firm is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the Argyle Independent School District are:

Sam Slaton - President
Dr. John Bitter - Vice President
Craig Hawesworth - Secretary
Matt Slaton –
Member
Josh Westrom -
Member
Dr. Leona McDade -
Member
Ritchie Deffenbaugh -
Member
Dr. Telenia Wright, Ed.D, Superintendent of Schools

Individuals completing this form in conjunction with a response to bid or proposal are to complete it and include it in their response. Individuals required to file for any reason other than participation in a procurement process are to send the completed form to:

Argyle Independent School District
6701 Canyon Falls
Flower Mound, Texas
76226

CONFLICT OF INTEREST QUESTIONNAIRE

For firm doing business with local governmental entity

**FORM
CIQ**

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 firm who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the firm 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 firm becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of firm 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 firm?

Yes

No

B. Is the firm 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 firm 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 firm 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 firm doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For firm 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/html/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

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

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

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

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

- (2) the firm:

(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 firm has been executed;

or

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

(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 firm has been executed; or

(ii) the local governmental entity is considering entering into a contract with the firm.

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

- (a) A firm shall file a completed conflict of interest questionnaire if the firm 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 firm:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the firm becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the firm has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SAMPLE

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

1.0 INTERLOCAL AGREEMENT CLAUSE: With a vision of cooperating together to improve their procurement power on like products and services, the Educational Purchasing Cooperative of North Texas (EPCNT) became a reality in 2002 through the coordinated efforts of North Texas public school districts. EPCNT is comprised of public school districts, charter schools, and Region Service Centers located in the Region X and XI Education Service Center areas.

2.0 AUTHORITY: EPCNT is authorized by the Interlocal Cooperation Act, Texas Government Code Section 791 et seq. and in Subchapter F, of Chapter 271 of the Texas Local Government Code. The provisions of Chapter 791 of the Texas Government Code and the provisions of Subchapter F, of Chapter 271 of the Texas Local Government Code are incorporated in this Master Agreement and this Master Agreement shall be interpreted in accordance with those laws.

3.0 DUTIES OF THE MEMBERS: The members agree to undertake the following, from time to time, as may be appropriate:

- 3.1 Coordinate and host multi-governmental entity solicitations for the purchase of goods and services from third party firms, as may be determined from time to time to be cost effective and provide efficiencies as consolidated purchases.
- 3.2 Make available specifications, documents, software, procedures and related items in connection with the bidding and purchasing processes.
- 3.3 Actively participate in and provide support to meetings and other activities conducted by the EPCNT.
- 3.4 Maintain as confidential, subject to the Texas Public Information Act, information supplied by Parties to the EPCNT and deemed by the EPCNT to be confidential.

4.0 PURCHASING AUTHORITY:

- 4.1 All district or cross-district contracts for the purchase of goods and services, regardless of whether formed as a result of EPCNT activity or interaction of its members, shall be directly between the Members or Participants or combinations of the Parties and Firms providing goods and services to the associated governmental entities.
- 4.2 The EPCNT, in and of itself, shall not have any authority to make purchases of goods and services directly with firms or to contractually bind its Members or Participants.
- 4.3 The Master Agreement and all associated transactions are governed by all applicable state and federal laws. All actions of this alliance are governed by the laws of the State of Texas and venue for any litigation regarding this Agreement or the Parties hereto shall be in Tarrant County, Texas.

5.0 AGREEMENT CONSENT ACKNOWLEDGEMENT: Several governmental entities around the Argyle Independent School District have indicated an interest in being included in this purchasing alliance and have elected to be subject to the Master Agreement. If these governmental entities have elected to participate in this particular procurement contract, do you (the firm) agree that all terms, conditions, specifications, and pricing apply to and are available to those entities?

Yes

No

If you (the Firm) checked yes, the following will apply: Governmental entities utilizing Interlocal Government contracts with the Argyle Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. Purchases made by governmental entities other than the Argyle Independent School District will be billed directly from the firm and will pay the firm directly. The Argyle Independent School District will not be responsible for another governmental entity's transactions and debts. Each governmental entity will order its own materials/services as needed. A listing of current EPCNT members is available at <http://www.epcnt.com>.

Printed Name: _____

Signature _____

Date _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD15	FEDERAL FUNDS USE COMPLIANCE DOCUMENTATION	Last Revised: FEB2019

Chapter 2270 (BOYCOTT) VERIFICATION

The undersigned authorized representative of the company named below (hereinafter referred to as Company), pursuant to Texas Government Code Chapter 2270, verifies, represents and warrants to the Argyle I.S.D. that the Company:

1. Does not boycott Israel, and;
2. Will not boycott Israel during the term of the contract (if any) between the above-named Company, business or individual with the Argyle Independent School District

Signature of Company Representative Date

Printed Name Title

Company Name:

Address:

City: _____ State: _____ Zip: _____

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with AISD

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Sections 2270.001 and 808.001:

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 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.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE ARGYLE I.S.D., ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON ARGYLE I.S.D.'S RELIANCE ON THIS VERIFICATION.

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION LISTED ABOVE FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

☐ My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §808.001 and §2270.001(1).

☐ My Company has less than 10 full-time employees

☐ This is not an agreement for goods or services to be provided to the University.

Name

Signature and Date

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD16

CHAPTER 2270 VERIFICATION

Last Revised: FEB2019

