

ARGYLE INDEPENDENT SCHOOL DISTRICT
FINANCE DEPARTMENT – PURCHASING



6701 Canyon Falls Drive
Phone: (940) 464-7241

Flwr Mnd, TX 76226
Fax: (940) 464-7297

REQUEST FOR BIDS
RFB 23-05-002-1 CAFETERIA EQUIPMENT

I. NOTICE TO BIDDERS

The Argyle Independent School District (AISD) is soliciting bids for the products/services per the specifications stated elsewhere in this solicitation document. Bids shall be submitted in an envelope marked on the outside with the Firm's name and address and bid number **(RFB 23-05-002-1 CAFETERIA EQUIPMENT)** to:

Athena Nance-Young, Purchasing Specialist
Finance Department
Argyle Independent School District
6701 Canyon Falls Dr
Flower Mound TX 76226

Bids will be received at the above address until **2:00 PM, June 14, 2023**.

Prospective respondents are prohibited from contacting any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who has influence in the evaluation or selection process as outlined in paragraph 2.0 in **Section II labeled INSTRUCTION TO FIRMS**.

Faxed Bids will not be accepted. Bids must be submitted in sufficient time to be received and time- stamped at the above location on or before the published date and time shown on the RFB. AISD will not be responsible for mail delivered from the post office, United Parcel Service, FedEx or any courier or delivery service. Firms must submit sealed bids in the form of the executed Offer Form and Price Offer Sheets, together with any material required by this RFB, by the time and date specified. All bids must remain open for 120 days from the opening date pending acceptance by AISD.

Any submission of information or documents to AISD (District) pursuant to this RFB is deemed public information by the District unless the Chief Financial Officer of the District is notified in firm's response. The District reserves the right to accept or reject each item separately or as a whole. AISD reserves the right to reject any or all bids or bids and to waive any informality. Any reference within the following pages of this document to bid, Request for Bid (RFP), Competitive Sealed Bid (CSP) could be technically inaccurate but should be construed to mean and are used interchangeably as the designated legal method of procurement listed at the top of this page. It is the responsibility of the firm to monitor the AISD's website at <https://www.argyleisd.com> for any addenda to the RFB. Failure to follow any posted addenda may render your bid non-responsive.

No order is valid under an award resulting from this procurement process until a valid Purchase Order or contract for services with invoicing and/or payment instructions is issued to the awarded firm/s.

By: *Athena Nance-Young*
Athena Nance-Young, Purchasing Specialist
Argyle ISD
P: 972-464-7241

May 31, 2023
Date of Issue
E: ananceyoung@argyleisd.com

II. INSTRUCTIONS TO FIRMS
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1.0 GENERAL. The following instructions by the Argyle Independent School District are intended to afford Firms an equal opportunity to participate in the bid process.

1.1 Before submitting an offer to this solicitation, Firms shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract.

1.2 Firms shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (bid/bid) is submitted will be construed by the AISD Board of Trustees to indicate that the Firm agrees to carry out the furnishing of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.

1.3 Any explanation or request for clarification or additional information by an Firm regarding the meaning or interpretation of these instructions or any other RFB documents must be requested in writing by email to Athena Nance-Young at ananceyoung@argyleisd.com by 2:00 PM on June 8, 2023 in order to provide sufficient time for a reply to reach all interested Firms to consider and include the information in submission of their offers. Oral explanations or instructions will not be binding. Firms are prohibited from contacting the technical/functional expert directly for information related to this RFB. Questions regarding specifications may be directed only to Ms. Nance-Young by e-mail at ananceyoung@argyleisd.com. All questions will be directed to the technical/functional expert for response and included in any addendum or update to be distributed to all interested Firms. Questions submitted by email provide a written record of the question for documentation of the contact made between the Firm and the District.

1.4 A functional area expert or a day-to-day contract administrator or manager for AISD may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by the assigned Buyer and approved by the Chief Financial Officer. Modifications to contracts/agreements will be made by the Chief Financial Officer, the Associate Superintendent for Business, and/or the Superintendent in accordance with the AISD Board's guidance, policies, and/or procedures. If a firm acts on the guidance of a district employee that is not authorized to make changes, the firm does so at his or her own risk or peril. Also, if a firm attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the firm does this at his or her own risk or peril and risks the termination of his or her contract/agreement.

1.5 AISD's technical/functional manager for this contract is Amy Bresnahan.

1.6 The terms *Firm*, *contractor*, *proposer*, *Bidder*, and/or *bidder* refer to the person/firm that submits the offer to this solicitation document. The terms *AISD*, *owner*, *district*, and/or *government entity* refer to Argyle Independent School District.

2.0 RESTRICTED CONTACT PERIOD.

2.1 The Restricted Contact Period shall mean a prohibition on any communication regarding any request for bid (RFP), bid, Request for Qualification Statement (RFB) or other competitive solicitation (as defined in the procurement methods above) between:

2.1.2. Any person who seeks an award from the District or its affiliated entities including a potential firm or firm's representative; and

2.1.3. Any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who has influence in the evaluation or selection process.

2.2 Furthermore, campaign contributions, gifts, donations, and any other items of value are prohibited between the parties defined above for any known contract under consideration during the restricted contact period. The District shall review historical campaign finance reports to identify campaign contributions for the applicable period and hold newly elected Board members to the same accountability standard as existing Board members during the restricted contact period.

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Due Date: 06/14/2023 Time Due: 2:00 PM

2.3 The restricted contact shall not apply to communication with the District's Procurement Services staff. Such communications shall be limited to the purpose of obtaining clarification or information concerning the subject solicitation or conducting contract according to guidance in 1.3 in Section II labeled Instruction to Firms above.

2.4 The restricted contact period shall begin upon the issuance of an RFB, bid, or other competitive solicitation (as defined under procurement methods above) and will officially end upon execution of an award by the Board and/or the execution of a negotiated contract, whichever represents the final act in the procurement process. A weekly e-mail notification shall be sent to the Board, Superintendent, and cabinet-level staff members of open competitive solicitations, and the notification shall remain in effect until the execution of the awarded contract by all required parties. The Finance Department shall also provide public notice on our website at <https://www.argyleisd.com/>.

2.5 Regardless of the above time period, it is not acceptable for a potential firm to participate in determining the scope of work, strategic direction, technical specifications, or evaluation criteria of such projects. Nothing contained in this policy shall prohibit any potential firm or firm's representative from:

2.5.1. Making public representations at scheduled pre-bid conferences or scheduled selection and negotiation committee meetings;

2.5.2. Engaging in contract negotiations during any scheduled meeting;

2.5.3. Making a public presentation to the Board during any duly noticed public meeting; or

2.5.4. Conducting business on contracts previously executed and currently in force.

2.6 The potential firm or firm's representative shall send all written communication directly to the designated procurement staff.

2.7 Nothing in this policy shall prohibit the procurement staff from initiating a contact with a potential firm or firm's representative and subsequent communication for the purpose of obtaining clarifying information regarding a response to an RFP, bid, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable procurement staff, including any response thereto.

3.0 SPECIFICATIONS. Firms are expected to examine the specifications, standard provisions, Scope/Statement of Work and all instructions contained in this Qualification Statement document. Failure to do so will be at the Firm's risk. Offers submitted on other than the authorized forms provided in this solicitation document or with different terms or provisions may be considered to be non-responsive.

4.0 INFORMATION REQUIRED. Each Firm shall furnish the information required by the RFB documents. The Firm shall sign the Offer Form and the Felony Conviction Notification and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Bids signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to AISD.

5.0 SUBMISSION OF BIDS. When required, the Bidder should propose his/her lowest and best price. Sealed Bids shall be submitted in an envelope marked on the outside with the Bidder's name and address and the RFB number/name. Bids must be submitted in sufficient time to be received and date/time stamped at AISD's Purchasing Office on or before the published deadline date and time shown on the RFB. Bids received after the published time and date cannot be considered and will be returned unopened. Faxed Bids will not be accepted. Bids may be delivered in person or addressed to:

Athena Nance-Young, Purchasing Specialist
AISD Finance Department
6701 Canyon Falls Dr
Flower Mound TX 76226

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5.1 All prices, if required, shall be entered on the bid in ink or typewritten. All required signatures shall be original and in ink.

5.2 Proposed price, fees, cost schedule should be firm (fixed). If the Firm, however, believes it necessary to include in his/her price an economic price adjustment, such a bid may be considered, but only as an alternate bid. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or event at which the increase would be effective.

5.3 AISD is exempt from federal excise taxes, state and local sales and use taxes.

5.4 Failure to manually sign the offer will disqualify it.

6.0 DISCUSSIONS/NEGOTIATIONS. If discussions are conducted with Firms who are deemed to be within the final competitive range; however, AISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by AISD's Chief Financial Officer and will include only those initial offers that the Chief Financial Officer determines have a reasonable chance of being awarded a contract. The District may elect to contract with one or more firms for any or all of the proposed services after negotiations.

7.0 BEST AND FINAL OFFERS. If discussions are conducted, Firms will be required to submit a best and final offer if price/delivery or other factors agreed to during negotiations have changed from the originally submitted qualification statement. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted qualification statement will be used for further evaluation and award recommendation. Best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

8.0 MODIFICATION OR WITHDRAWAL OF QUALIFICATION STATEMENTS. Bids may be modified or withdrawn by written or telegraphic notice received by AISD prior to the exact hour and date specified for receipt of qualification statements. A qualification statement may also be withdrawn in person by a Firm or his/her authorized representative prior to the opening date/time, provided the Firm's identity is made known and he or she signs a receipt for the qualification statement.

9.0 OPENING QUALIFICATION STATEMENTS. A formal "opening" may be held and prices may be read. Trade secrets and confidential information contained in bids shall not generally be open for public inspection, but AISD's records are a matter of public record.

10.0 PROCUREMENT SCHEDULE. This following procurement schedule will be utilized for this process:

Release of RFB:	May 31, 2023		
Deadline to Submit Questions:	2:00 PM	on	June 8, 2023
Answers to Questions (if needed):	End of Business	on	June 8, 2023
Responses Due:	2:00 PM	on	June 14, 2023
Evaluation Period:	June 14, 2023	-	TBD
Board Meeting:	June 22, 2023		
Effective Date of Resulting Agreement:	Board Approval Date		

(Dates and times subject to change and will be notified by Addendum)

III. GENERAL CONDITIONS
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1.0 SCOPE OF QUALIFICATION STATEMENT

1.1 The Argyle Independent School District (AISD) requests written Bids from qualified firms to provide Kitchen Equipment in conjunction with successful Federal Funds, Bond elections, Bond Projects, and various AISD funded projects. Any agreements resulting from this RFB will be valid for purchase, design schematics, delivery, installation, product warranty year/s commencing on the date of board approval, with options to extend for additional one year period as needed to provide equipment services.

1.2 This is a product/service contract and effective for from date of the award but may be extended as stated elsewhere in this document.

1.2.1 **Length of Contract:** Any agreement resulting from this RFB process shall be for a one year agreement between the District and the selected provider(s) with the option of one year extensions to be determined and negotiated prior to the end of the initial term and each renewal term. Any changes to the scope of services provided under this contract that may result in changes to the terms, conditions, and fees can be redefined and negotiated. In that event, any negotiated items must be placed in writing to the district and provided as an amendment to the contract no later than 90 days prior to the renewal of the contract. In such instance, the district will notify the vendor of such intent to renew at least 45 days prior to the renewal date. The district may also negotiate and/or explore other options during this period. If AISD fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate.

1.2.2. Respondents are advised to review this agreement and list any exceptions to this Agreement Form in the appropriate place of their response to this solicitation.

1.3 All proposers must agree to fully warrant and guarantee all information in its response.

2.0 CONDITIONS OF AGREEMENT. The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:

- Notice to Bidders
- Instructions to Firms
- General Conditions
- Responsibilities of Firms
- Contract Specifications

3.0 BID SUBMITTAL. A signed, submitted bid constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation, combined with the acceptance of said bid by the District. No products/services shall be delivered, nor work be performed without a Purchase Order issued to the successful firm(s), written on an official District Purchase Order Form, prior to the products being delivered or work being performed. Under NO circumstances are firms to deliver products or perform work without a valid Purchase Order received prior to the delivery or performance.

4.0 BRANDS AND MODELS. Brands and model numbers, where listed, are used for specification reference only unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.

5.0 EQUIVALENT OR APPROVED EQUAL. Whenever a product is defined in any of the Conditions of Agreement by describing a proprietary product, or by using the name/model of a manufacturer or firm, the term "or other units considered to be equivalent", if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

5.1 If a brand/model is offered other than the one specified, complete descriptive information of the offered product must be included with the qualification statement. Products being proposed as an equal to the items specified must be available for inspection/evaluation by AISD. Samples, when requested, must be furnished within five (5) working days of the request at no cost to the district. If not destroyed during evaluation, samples may be returned to the Firm on request at Firm's expense.

5.2 Determination of equivalent or approved equal is at the sole discretion of AISD.

5.3 If the Firm takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.

6.0 SPECIFICATIONS. The Firm shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.

7.0 GENERAL EVALUATION. AISD will award this contract based on delivery terms, installation cost, purchase price – the quality and reliability of the product, warranties, vendor past performance, references, and other factors to determine best value for purchase. AISD may consider other criteria, such as compliance with the RFB documents, and compliance with AISD's policies, procedures and goals.

8.0 RESERVATION OF RIGHTS. AISD expressly reserves the right to:

- (a) Reject or cancel any or all bids;
- (b) Waive any defect, irregularity or informality in any bid or RFB procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFB;
- (f) Consider and accept an alternate bid as provided herein when most advantageous to AISD;
- (g) AISD has the right to cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (h) Procure any item or services by other means to meet time-sensitive requirements.

9.0 ACCEPTANCE. Notification of award will be communicated by a letter of acceptance or may be made public on the District's website (<https://argyleisd.com/>). If notified by letter, the letter of acceptance, citing the RFB, consummates the contract, which consists of the RFB, the firm's offer, and the signed letter of acceptance. Subsequent purchase or delivery orders may be issued as appropriate.

10.0 INVOICES AND PAYMENTS. The Firm shall submit separate invoices, in duplicate, on each purchase order after each delivery and/or completed project. Invoices shall indicate the purchase order number and the RFB number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed to AISD at the address specified on the purchase order. No charge or addition to the accepted price shall be made by the firm for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by AISD (unless specified in the specifications) or the project has been completed and the above instruments are submitted and the invoice has been accepted by AISD. All prices shall be F.O.B. destination. Funds for completed purchase orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.

11.0 WARRANTY-PRICE. The price to be paid shall be that contained in Firm's bid which Firm warrants to be no higher than Firm's current prices on orders by others for products of the kind and specification covered by this RFB for similar quantities under similar or like conditions and methods of purchase. In the event Firm breaches this warranty, the prices of the items shall be reduced to the Firm's current prices on orders by others, or in the alternative, AISD may cancel this RFB without liability to Firm for breach. Quotes provided to the district, under any resulting contract or agreement from this process, shall reference the products awarded with this contract and shall reflect any discount, in addition to RFP number.

12.0 TERMINATION. AISD shall have the right to terminate for default all or any part of this contract if Firm breaches any of the terms hereof or if the Firm becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which AISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

12.1 AISD has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Firm of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12.2 AISD may terminate the contract and debar the firm from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

13.0 ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or any obligation delegated by Firm without the written permission of AISD.

14.0 INTERPRETATION. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFB shall not be relevant to determine the meaning of this RFB even though the accepting party has knowledge of the performance and opportunity for objection.

15.0 APPLICABLE LAW. This RFB, and its resulting contract, shall be governed first by the laws of the State of Texas, and venue for any disputes arising thereunder shall be in Denton County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFB.

16.0 NOTIFICATION OF CRIMINAL RECORD. The person or entity submitting an offer must give notice to the district, at the time of offer submission, 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 this conviction of a felony (this requirement does not apply to a publicly held corporation).

17.0 INDEMNIFICATION AND HOLD HARMLESS: Except as otherwise expressly provided, Firm shall defend, indemnify, and hold AISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Firm, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

18.0 ASSIGNMENT OF OVERCHARGE CLAIMS. Successful Firm shall assign to AISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

19.0 USE BY OTHER GOVERNMENT ENTITIES. The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful bidder only. In the event the successful bidder allows another governmental entity to join the Argyle ISD contract, it is expressly understood that the Argyle ISD shall in no way be in no way liable for the obligations of the joining governmental entity.

20.0 REPRODUCTION, DISTRIBUTION, ASSIGNMENT and DELEGATION. Copies of this Request For Bids document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the bid; however, the firm registered as the plan holder must submit his/her bid on the original Request For Bids document. NOTE: Firms may not collaborate with any other firm in preparing his/her bid.

20.1 ASSIGNMENT-DELEGATION. No right or interest in a contract resulting from this request for Request For Bids process shall be assigned or any obligation delegated by Firm without the written permission of the Argyle Independent School District.

21.0 DISTRIBUTION. The Argyle Independent School District owns the exclusive right to distribute this and any procurement document to firms requesting to be included in the procurement process or to firms that have been identified as firms qualified to provide the goods and/or services required in this document.

22.0 RESPONSE FORMS: Section IV contains forms that are required to be completed and submitted along with your response. In order to make it easy to detect which forms are required, they are marked at the bottom of the form with the following label:

THIS PAGE MUST BE RETURNED WITH THE RFB

Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

22.1 QUALIFICATION STATEMENT FORMS CHECKLIST: This form is used as a checklist for proposing firms to indicate that each required form has been reviewed and addressed as part of your bid response. This form must be completed and returned for a bid or bid to be considered.

22.2 QUALIFICATION STATEMENT FORM/BID FORM/PRICING MATRIX: These forms are used to submit your offer for this bid. These forms are to complete pricing offered for this project and must be submitted with the signature of the person authorized to commit your company to this project at the price(s) offered. Proposers will submit pricing for the products offered to AISD, which will be used to evaluate and establish a pricing mechanism for which future projects will be priced. These forms must be completed and returned for a bid or bid to be considered.

22.3 BID/BID OFFER FORM: This is the form that authorizes the respondent to represent his/her company to extend the offer to AISD and enter into an agreement if an award is extended to this firm. This form also serves as a statement that the offer was not prepared in collusion with any competing firm and that the stated prices are prepared independent of any pre-arranged agreement. This form is used to further verify as to the accuracy of all information contained in the response, including but not limited to the required Felony Conviction Notice. This form must be completed and returned for a bid or bid to be considered.

22.4 NOTICE OF NO RESPONSE FORM: In the event that a solicited firm elects not to participate in this Request For Bids opportunity, completion and submission of a NOTICE OF NO RESPONSE form is helpful in evaluating its procurement processes. Please complete and return the NOTICE OF NO RESPONSE form and return it as instructed if your firm is not responding to this solicitation.

22.5 AFFIDAVIT OF AUTHORITY AND NON-COLLUSION: This is a sworn statement that the individual presenting the offer to AISD is authorized to represent the firm making the offer and that the firm will enter into any resulting agreement. It further affirms, under sworn statement, that the bid was not prepared in collusion with any competing firm nor were price fixing and pre-arranged agreements made prior to or during the administration of this process. This form must be completed and returned for a bid or bid to be considered.

22.6 STATEMENT OF COMPLIANCE/DEVIATION FORM: This form is a signed statement that the bid complies with all specifications and/or scope of work contained in the solicitation document, unless listed in the Exceptions section on this form, which is provided for the express purposes of identifying exceptions being taken from the specifications and/or scope of work. This form must be completed and returned for a bid or bid to be considered.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document. This form must be completed and returned for a bid or bid to be considered.

22.7 FELONY CONVICTION NOTICE: Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses this Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a firm from receiving a Contract, but are examined on a case by case basis. This form must be completed and returned for a bid or bid to be considered.

22.8 BID QUESTIONNAIRE: If required, this form is used for the purpose of providing in-depth information about the firm submitting the offer, including experience levels, special training and/or skills needed to provide the services or goods required of the solicitation. This form must be completed and returned for a bid or bid to be considered. This form is not attached to this project.

22.9 CONFLICT OF INTEREST COMPLIANCE FORM – This form is required in conjunction with House Bill 914, which went into law September 1, 2005, and became effective January 1, 2006. This is a three-page form, the first of which is a **Notice to Firms** and the remaining two pages are the **Conflict of Interest Questionnaire**. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Firms are required to complete this and include in their response, if applicable. If no conflict exists, firms are required to complete and include the **NOTICE OF NO CONFLICT OF INTEREST STATEMENT**, included as the last page of this section.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a firm from receiving a Contract, but are examined on a case by case basis.

22.10 IRS FORM W-9: This is a required form by the IRS for government entities that pay firms in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. This form must be completed and returned for a bid or bid to be considered.

22.11 AISD CONTRACTOR CERTIFICATION: 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. This form certifies that the firms submitting will perform the required background check according to state law. This form must be completed and returned for a bid or bid to be considered.

22.12 EPCNT INTERLOCAL AGREEMENT CONSENT FORM: This form is used for firms to indicate agreement with allowing member districts and qualifying government entities access to any resulting contract or agreement to purchase under an Interlocal Agreement. Such purchases will be made directly with the requesting school district or government entity and AISD will not serve as a collection agency or otherwise administer purchases for or on behalf of other qualifying entities or awarded firm(s) under any resulting agreement. This form must be completed and returned for a bid or bid to be considered.

22.13 RESIDENT BIDDER'S CERTIFICATION: In order for a bid to be considered, the following information must be provided. Failure to complete may result in rejection of the bid. As defined by Texas House Bill 602, a "nonresident firm" means a firm whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. This form must be completed and returned for a bid or bid to be considered.

22.14 DEBARMENT OR SUSPENSION CERTIFICATE: This form is required by regulations implementing Executive Order 12549, requiring firms competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that firm has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tiered covered transaction. Instructions on determining this information is included in the form. Firms competing for contracts that are fully or partially funded with Federal Funds are required to disclose Lobbying Activities in conjunction with the pursuit of business. This form is provided for Firms to disclose any Lobbying Activity identified in the instructions provided with this form. This form must be completed and returned for a bid or bid to be considered, even if there is no lobbying activity to report.

22.15 COMMITMENT TO PROVIDE INSURANCE FORM: This form is used for firms to include as confirmation of their agreement to provide insurance in the required coverage, naming AISD as an additional insured, if awarded a contract under this solicitation process.

22.16 CERTIFICATE OF INTERESTED PARTIES – FORM 1295: Requirements to complete and include this form went into effect December 24, 2015, as a result of the passage of [House Bill 1295](#). This form is required of Interested Parties who enter into qualifying contracts defined in HB1295. Failure to file this form with the Texas Ethics Commission will disqualify any qualifying contract and cause the District to dismiss any bid or bid. Qualifying contracts are defined as: (1) requires an action or vote by the governing body of the entity or agency (school district) before the contract may be signed; or (2) has a value of at least \$1 million. Purchase Orders, when issued as delivery orders in conjunction with an awarded bid or bid, are considered contracts and qualify for disclosure under this requirement. **Any bid or bid awarded by the Argyle ISD Board of Trustees will require the interested party to complete this filing online before purchases will be made under the awarded agreement, whether or not a separate contract document is executed.** A sample Form 1295 is included in this procurement document to make prospective firms aware of this requirement. Firms are NOT required to complete the enclosed form and include it in their response. Complete instructions and important information can be located at the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

22.17 CHAPTER 2270 (BOYCOTT) VERIFICATION: This form contains a requirement for firms competing on government contracts to declare that, at the time of they are seeking to contract with a government entity they 1) do not boycott Israel, and 2) they will not boycott Israel during the term of the contract with the government entity. *“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 “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.* This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89. (pursuant to Texas Government Code §2270 and §808.001).

23.0 INSURANCE. The successful Firm, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. Successful Firm may be required to provide a copy of insurance coverage to AISD. Insurance certificates may contain a provision, or Firm’s signature on this bid/bid certifies, that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given AISD. Insurance must remain in effect for the duration of this contract. In some cases, the district may be required to be named as an additional insured on the firm’s insurance coverage. If the district is to be named as an additional insured on the firm’s insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from the date of award at the firm’s expense. If the district requires a certificate of insurance, the bid/bid number and title should be noted in the “Description of Operations/Locations/Vehicles/Special Items” block of the certificate and the “Certificate Holder” block of the certificate should read, “Argyle ISD, Attn: Risk Specialist, 6701 Canyon Falls Dr, Argyle, TX 76226.” Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document. Included in this Request for Bid solicitation as Exhibit No. 1 is a sample Insurance Certificate for all firms to indicate the amount coverage that is currently in place and is extended to AISD. **If required, please complete and return Exhibit No. 1 in your response.**

23.1 Workers’ Compensation: Successful Firm must maintain workers’ compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws including Employer’s Liability with a limit of at least \$100,000. If required, all firms submitting bids or bids shall include a copy of his/her current insurance certificate indicating coverage of the following lines of coverage in the following minimum amounts:

AISD Insurance Certificate Required Coverage

23.2	Worker’s Compensation:	All liability arising out of Firm’s employment of workers and anyone for whom Firm shall be liable for Worker’s Compensation claims. Worker’s Compensation is required and no “alternative” for of insurance shall be permitted.
23.3	Professional Liability:	\$1,000,000.00 per claim and
	Firm:	\$2,000,000.00 in the aggregate
	Firm’s Consultants:	\$1,000,000.00 per claim and
		\$2,000,000.00 in the aggregate
23.4	Commercial General Liability:	
	Each Occurrence	\$1,000,000.00
	General Aggregate:	\$2,000,000.00
	Personal and Advertising Injury	\$1,000,000.00 each person

23.5 Automobile Liability \$1,000,000.00 combined single limit

23.6 Excess Umbrella Liability \$5,000,000.00

23.7 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

23.8 The Commercial General Liability and Automobile policies issued in the name of Firm shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.

23.9 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.

23.10 Firms shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Firm shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Firm neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Firm's expense.

23.11 **You are required to submit a certificate of insurance for the above insurance requirements with your response.**
NOTE: Items #23.8, #23.9, and #23.10 shall be required of the successful firm(s).

24.0 WORKERS' COMPENSATION COVERAGE. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.

24.13 Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage firms, office supply deliveries, and delivery of portable toilets.

24.14 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

24.15 The contractor must provide a certificate of coverage to the district prior to being awarded the contract.

24.16 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the district showing that coverage has been extended.

24.17 The contractor shall obtain from each person providing services on a project, and provide to the district:

- (a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project and;
- (b) No later than seven days after receipt by the contractor, a new certificate of coverage showing the extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

24.18 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

24.19 The contractor shall notify the district in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

24.20 The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

24.21 The contractor shall contractually require each person with whom it contracts to provide services on a project to:

- (a) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all of its employees providing services on the project for the duration of the project;
- (b) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
- (c) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing the extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (d) Obtain from each other person with whom it contracts, and provide to the contractor:
 - (1) A certificate of coverage, prior to the other person beginning work on the project; and
 - (2) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (e) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (f) Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) Contractually required each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

24.22 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the district that all employees of the contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

24.23 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitled the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

25.0 INDEMNIFICATION AND HOLD HARMLESS. Except as otherwise expressly provided, Firm shall defend, indemnify, and hold AISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Firm, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

26.0 BONDING REQUIREMENTS. The Firm shall procure and maintain all bonds required for the Project by law or the Contract Documents. The Firm, before beginning the work, will execute payment and/or performance bonds which shall be executed by a corporate surety in accordance with Insurance Code 7.19-1. as required by Texas Government Code 2253.021(a), (d)–(e)

For a contract in excess of \$100,000, a performance bond shall be executed in the amount of the contract in accordance with Texas Government Code 2253.021(b)

For a contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract in accordance with Texas Government Code 2253.021(c)

Bid Bond Bids shall be accompanied by a bid bond in the amount not less than five percent (5%) of the total Proposal amount from a reliable surety company licensed to do business in the State of Texas (as a guarantee that the Firm will enter into a contract and execute a payment and performance bonds on any or all projects \$25,000 or above within fifteen (15) days after notice of award of the contract to company.

(Space left blank intentionally)

IV. RESPONSIBILITIES OF BIDDERS
RFB 23-05-002-1- CAFETERIA EQUIPMENT

- 1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the Firms/Bidders.
- 2.0 Firms/Bidders are expected to provide prompt service that is due under this contract including warranties. Past performance of Bidders' may be a factor in awarding future contracts as well as delivery and/or installation timeframes.
- 3.0 Bidders are expected to deliver service(s)/product(s) per specifications.
- 4.0 The proposer declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.
- 5.0 **There will be a pre-bid site meeting on June 8, 2023 at 9:00am at Argyle ISD Administration, 6701 Canyon Falls Drive, Flower Mound, TX 76226.**
- 6.0 Submit one (1) original and three (3) copies of your offer, along with one (1) electronic copy of your offer on a USB drive.**

V. SCOPE OF WORK AND SPECIFICATIONS OF SERVICES

SCOPE OF WORK/SPECIFICATIONS

The Argyle Independent School District (AISD) requests written Bids from qualified firms to provide Kitchen Equipment at several campus locations. Kitchen Equipment will be needed for start of school year August 2023.

Contract Responsibility

The awarded firm/s will be required to assume total responsibility of the project. The awarded firm/s will be considered the prime contractor and the sole point of contact with regard to all contractual matters.

Taxes, Fees, Code Compliance, Licensing

The awarded firm/s shall be responsible for payment of any required taxes or fees associated with the execution of the performance contract. The awarded firm/s shall be responsible for compliance with all applicable codes and Laws. All engineering, design, installation and construction work shall be done by contractors licensed in the State of Texas.

Assignment

The awarded firm/s shall not sell, assign, transfer or convey this contract completely, or in part, without the prior written consent of the Director of Operations. Any such assignment or transfer shall not release the awarded firm/s from all contractual obligations.

District Information: Argyle ISD (AISD) is a K – 12th grade public school district with a total student population of 5,100 and an estimated 700 employees. The district is located in the North Texas area. Argyle ISD consists of 6 schools with the construction of a new elementary school that will open in the fall of 2024. AISD's Board of Trustees is comprised of seven members and the superintendent of schools is Dr. Telena Wright. The District central offices are located at 6701 Canyon Falls Dr, Argyle, Texas.

Goals and Objectives The goal for this selection process is to secure the services of a qualified firm or firms to provide Kitchen Equipment to include, but not be limited to: delivery, installation, product/s functions, warranties, etc.

Projected Dates of Award and Implementation: Questions related to this Request For Bids will be received only in writing via e-mail. Questions may be e-mailed to Athena Nance-Young at ananceyoung@argyleisd.com. The deadline for sending questions related to this RFB is 2:00 PM on June 8, 2023.

FORMS CHECKLIST – GENERAL PROCUREMENT

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

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

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

FORM NO.: AISD1	PROCUREMENT RESPONSE COVER SHEET	Last Revised: Feb2019
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Cover Sheet For CAFETERIA EQUIPMENT

BID NUMBER: RFB 23-05-002-1

BID TITLE: CAFETERIA EQUIPMENT

SUBMITTAL DUE DATE: June 14, 2023

SUBMITTAL DUE TIME: 2:00 PM

SUBMITTAL ADDRESS: Argyle Independent School District
Finance Department -Purchasing
6701 Canyon Falls Dr
Flower Mound TX 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 BID 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 Dr
Flower Mound TX 76226

CONTENTS: BID RESPONSE
BID NUMBER: RFB 23-05-002-1
BID TITLE: CAFETERIA EQUIPMENT
DUE DATE: JUNE 14, 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 Dr
Flower Mound TX 76226

CONTENTS: BID RESPONSE
BID NUMBER: RFB 23-05-002-1
BID TITLE: CAFETERIA EQUIPMENT
DUE DATE: JUNE 14, 2023
TIME DUE: 2:00 PM

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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.: RFB 23-05-002-1 BID TITLE: CAFETERIA EQUIPMENT

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 Bid 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.: RFB 23-05-002-1

BID TITLE: CAFETERIA EQUIPMENT

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 RFB 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.: RFB 23-05-002-1 CAFETERIA EQUIPMENT
DUE DATE: JUNE 14, 2023 TIME DUE: 2:00 PM "

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD5

BID/BID OFFER FORM

Last Revised: FEB2019

AFFIDAVIT OF AUTHORITY AND NON-COLLUSION

BID NO.: RFB 23-05-002-1 **BID TITLE:** KITCHEN EQUIPMENT

STATE OF: _____)

COUNTY OF: _____)

_____, of lawful age, being first duly sworn, on oath says, that(s) he is the agent authorized by the Bid to submit the attached Bid. Affiant further states that the proposer has not been a party to any collusion among Bids/proposers in restraint of freedom of competition by agreement to Bid 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 Bids/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: (_____) _____ - _____

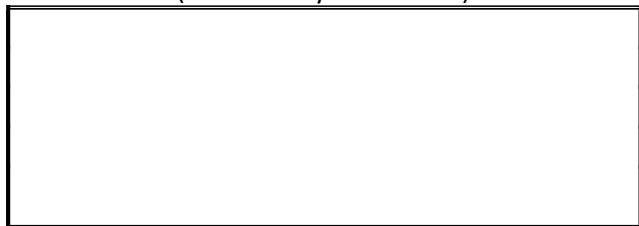
E-Mail: _____ @ _____

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.: RFB 23-05-002-1

BID TITLE: CAFETERIA EQUIPMENT

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.: RFB 23-05-002-1 BID TITLE: CAFETERIA EQUIPMENT

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.: RFB 23-05-002-1

BID TITLE: CAFETERIA EQUIPMENT

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.: RFB 23-05-002-1 BID TITLE: CAFETERIA EQUIPMENT

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

(940) 464-7241 - Phone

Flower Mound TX 76226

STATEMENT OF COMPLIANCE/DEVIATION FORM

BID NO.: RFB 23-05-002-1 **BID TITLE: CAFETERIA EQUIPMENT**

RE: Argyle Independent School District

Please submit as a part of your Bid the following information:

We hereby acknowledge receipt of the above referenced procurement opportunity, and certify that our Bid conforms to the RFB with the exception/s as detailed below:

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

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: _____ **Date:** _____

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE		
FORM NO.: AISD11	STATEMENT OF COMPLIANCE/DEVIATION FORM	<i>Last Revised: FEB2019</i>

**PURCHASING DEPARTMENT
COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT**

BID NO.: RFB 23-05-002-1 **BID TITLE:** CAFETERIA EQUIPMENT

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	FAX (A/C, No):	
	PHONE (A/C, No, Ext): Agent Phone	E-MAIL ADDRESS: Agent E-Mail address	
INSURED Firm Name Firm Address	INSURER(S) AFFORDING COVERAGE		NAIC #
	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	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	COMMERCIAL GENERAL LIABILITY			Policy Number	Current Policy Dates		EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,000
	CLAIMS-MADE X OCCUR						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						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	OTHER: AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
X	ANY AUTO			Policy Number	Current Policy Dates		BODILY INJURY (Per person)	\$
X	OWNED AUTOS ONLY	X	X				BODILY INJURY (Per accident)	\$
X	HIRED AUTOS ONLY	X	X				PROPERTY DAMAGE (Per accident)	\$
								\$
X	UMBRELLA LIAB			Policy Number	Current Policy Dates		EACH OCCURRENCE	\$ 1,000,000
X	EXCESS LIAB						AGGREGATE	\$ 1,000,000
								\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number	Current Policy Dates		PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Y / N	N / A				E.L. EACH ACCIDENT	\$ 500,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	DESCRIPTION OF OPERATIONS below						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 6701 Canyon Falls 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 bid 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
Josh Westrom - Member
Matt Slaton - Member
Leona McDade - Member
Ritchie Deffenbaugh - Member

Dr. Telena Wright, Ed.D, Superintendent of Schools

Individuals completing this form in conjunction with a response to bid or bid 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 TX
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 bids 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.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ^a _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ^a	Date ^a

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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*
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

(940) 464-7241 - Phone
(940) 464-7297 - Fax

6701 Canyon Falls Dr
Flower Mound TX 76226

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

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.

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 PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD16

CHAPTER 2270 VERIFICATION

Last Revised: FEB2019

BID PRICE FORM

Preferred Specification or Approved Equal. Although the District does not restrict, by use of a brand name, it does have certain features, which seem desirable. Vendors bidding/proposing other than items listed will submit those items as alternates to the specified item explaining on the bid/proposal price sheet where it does not meet specifications. Complete specification, literature describing alternate product, and requested sample information **MUST** be attached to the bid/proposal price sheet on each item bid/proposed.

The District reserves the right to make final decisions as to comparable items. Be very certain that items bid/proposed and delivered are EQUAL to items listed.

Materials which are not equal will be returned to the supplier, transportation charges collect.

USA Made Preferred.

Installation Address: Refer to Argyle ISD Designated Representative

Install Deadline: Contingent on equipment lead times – August, 2023

Site Visit: Required, vendor must perform site surveys to each site, verify all specifications & voltages. Site visits must be completed in order for bids to be considered. **Pre-bid site meeting scheduled for June 8, 2023 at 9:00am at the Argyle ISD Administration Building, 6701 Canyon Falls Drive, Argyle, TX 76226.**

Site visit contact: athena.nance-young@argyleisd.com

Scope of Work: Awarded vendor to also be responsible for all delivery/ set in place/ final utility connections to existing utilities. Any utility upgrades (if necessary) will be coordinated by the awarded vendor.

Total Price: Unit price plus include all discounts, freight/delivery/installation costs

ITEM DESCRIPTION

#1 - TILTING SKILLET BRAISING PAN, GAS

Vulcan Model VG30 or EQUAL Dimensions: 40.5(h) x 36(w) x 35.5(d)

Braising Pan, Gas, 30-gallon capacity, 36" wide open base, manual tilt, 9" deep stainless steel pan with gallon markings, pouring lip & removable strainer, spring assist cover with drip edge, pan holder, solid state control, includes L faucet bracket, electric ignition, 12" stainless steel legs with adjustable flanged feet, 90,000 BTU, CSA Flame, CSA Star, UL EPH Classified

1 ea 1 year limited parts & labor warranty, standard

1 ea Gas type to be specified

1 ea 120v/60/1-ph, 9.0 amps, cord & plug, standard

LOCATION - Argyle MS

ESTIMATE QUANTITY = 1

UNIT PRICE \$ _____

TOTAL PRICE \$ _____

MODEL NUMBER: _____

MFG. BY: _____

DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER

ITEM DESCRIPTION

#2 - HOT WATER DISPENSER

Hatco Model AWD-12 or EQUAL Dimensions: 28.06(h) x 13.36(w) x 27.47(d)

Atmospheric Hot Water Dispenser, countertop design, 12-gallon capacity, automatic fill, pushbutton portion control, low water cut-off, electronic temp. control with digital display, stainless steel tank & base, cULus, UL EPH Classified, Made in USA

1 ea NOTE: Sale of this product must comply with Hatco's Minimum Resale Price Policy; consult order acknowledgement for details

1 ea NOTE: Includes 24/7 parts & service assistance

1 ea 208v/60/1-ph, 5.0 kW

1 ea Standard plug NEMA 6-30P

1 ea Model AWD-PLUMB 3 ft. rubber drain hose with 10 ft. 1/4" inlet tubing

1 ea Model AWD-FILTER Water filtration system with 10' of 1/4" tubing & fittings

LOCATION - Argyle HS

ESTIMATE QUANTITY = 1

UNIT PRICE \$ _____

TOTAL PRICE \$ _____

MODEL NUMBER: _____

MFG. BY: _____

DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER

ITEM DESCRIPTION

#3 - COMBI OVEN, GAS

RATIONAL Model ICP 6-FULL ON 6-FULL or EQUAL NG 208/240V 1 PH

Two (2) (CC1GRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR-®

1 kt Model 60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)

1 ea Model 60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size

1 ea 2 years parts and labor, 5 years steam generator warranty

1 ea Model CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge

2 ea Model 9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included.

1 ea Model 9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip).

2 ea Model 9999.2110 Commissioning -one (1) gas iCombi - the operational function test and gas flue analysis when not completed at time of RATIONAL certified installation. Includes 100 miles (200 miles round-trip).

2 ea Model 8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60/1ph); gas iCombi/SCC/CMP 62G (208-240/60/1ph); gas iCombi/SCC/CMP 61G (120/60/1ph)

1 ea Model 1900.1150US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95H filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)

1 ea Model 9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit

1 ea NOTE: The RATIONAL Water Filtration Systems helps provide consistent high quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates

1 ea Model 56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit)

1 ea Model 56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit)

4 ea Model 6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel

2 ea Misc Model 87.00.740 Step up transformer 1.5kVA for 6 & 10 Full Size-T279471S. Voltage Boost Transformer, for 6 or 10 full size gas combi. This optional transformer includes cords, plug and receptacle to operate 240V gas combi on a 120V receptacle when 208/240V is not available. Bracket is included to mount transformer. Proper bracing and planning is required. 20A breaker required. (special order)

LOCATION - Argyle Hilltop ES

ESTIMATE QUANTITY = 1

UNIT PRICE \$ _____

TOTAL PRICE \$ _____

MODEL NUMBER: _____

MFG. BY: _____

DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER

ITEM DESCRIPTION

#4 - COMBI OVEN, GAS

RATIONAL Model ICP 6-FULL ON 6-FULL or EQUAL NG 208/240V 1 PH

Two (2) (CC1GRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR-®

1 kt Model 60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)

1 ea Model 60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size

1 ea NOTE: All discounts subject to approval by manufacturer

1 ea 2 years parts and labor, 5 years steam generator warranty

1 ea Model CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge

2 ea Model 9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included.

1 ea Model 9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip).

2 ea Model 9999.2110 Commissioning -one (1) gas iCombi - the operational function test and gas flue analysis when not completed at time of RATIONAL certified installation. Includes 100 miles (200 miles round-trip).

2 ea Model 8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60/1ph); gas iCombi/SCC/CMP 62G (208-240/60/1ph); gas iCombi/SCC/CMP 61G (120/60/1ph)

1 ea Model 1900.1150US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95H filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)

1 ea Model 9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit

1 ea NOTE: The RATIONAL Water Filtration Systems helps provide consistent high quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines and chlorine while providing the required flow rates

1 ea Model 56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit)

1 ea Model 56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit)

4 ea Model 6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel

2 ea Model 60.75.367 VarioSmoker Combi Oven Smoker, cook and smoke at the same time, works with conventional smoke materials (such as wood chips or pellets), works in manual mode in all RATIONAL combi ovens built since 1997, connects to iCombi Pro models via USB interface, includes smoker box, power supply, power supply holder, & connection cables, 120v/50/60, 165 watts, NEMA 5-15P

1 ea NOTE: VarioSmoker can not be used with units that operate with a RATIONAL UltraVent recirculating hood

2 ea Misc Model 87.00.740 Step up transformer 1.5kVA for 6 & 10 Full Size-T279471S. Voltage Boost Transformer, for 6 or 10 full size gas combi. This optional transformer includes cords, plug and receptacle to operate 240V gas combi on a 120V receptacle when 208/240V is not available. Bracket is included to mount transformer. Proper bracing and planning is required. 20A breaker required. (special order)

LOCATION - Argyle HS

ESTIMATE QUANTITY = 1

UNIT PRICE \$ _____

TOTAL PRICE \$ _____

MODEL NUMBER: _____

MFG. BY: _____

DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER

TRADE IN – DISCOUNT FOR CURRENT CAFETERIA EQUIPMENT

<u>ITEM</u>	<u>DESCRIPTION</u>
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#5	1 EA Montague 136-6 36" Heavy Duty Gas Range w/ Fry Top
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Argyle ISD is interested in the bidder providing a trade-in discount for the above name item. This equipment will be shown on the pre-bid site visit schedule for June 8, 2023 with further details provided. The bidder is responsible for all removal cost and no warranties/guarantees will be provided.

LOCATION - Argyle HS

ESTIMATE QUANTITY = 1

TRADE IN/DISCOUNT \$ _____

MODEL NUMBER: _____ Montague _____

MFG. BY: _____ Montague _____

REMOVAL: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER

ARGYLE ISD EDGAR COMPLIANCE

The following certifications and provisions are required and apply when the district seeks to procure goods and services using funds under a federal grant or a contract. Specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”).

All Vendors submitting proposals and/or quotes must complete this EDGAR Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific purchases using federal grant funds. For each of the following items listed below, Vendor must certify this EDGAR Vendor Certification Form and ability to comply, by having an authorized representative of their organization, check and initial where applicable. For consideration, all items listed must be acknowledged and the Form must be signed.

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

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rules (B) above, when federal funds are expended by Argyle ISD, Argyle ISD reserves all rights and to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order;
- (2) make any payments owed; or
- (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Argyle ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Argyle ISD believes, in its sole discretion that it is in the best interest of Argyle ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Argyle ISD as of the termination date if the contract is terminated for convenience of Argyle ISD. Any award under this procurement process is not exclusive and Argyle ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Argyle ISD.

Does vendor agree? YES/ _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (C) above, when federal funds are expended by Argyle ISD, the vendor certifies that during the term of an award for all contracts by Argyle ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (C) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (D) above, when federal funds are expended by Argyle ISD, the vendor certifies that during the term of an award for all contracts by Argyle ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (D) above.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Pursuant to Federal Rule (E) above, when federal funds are expended by Argyle ISD, the vendor certifies that during the term of an award for all contracts by Argyle ISD resulting from this procurement process, the vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF NON-COLLUSION STATEMENT Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

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

Printed Name of Authorized Representative:

Signature of Authorized Representative: Date: _____