

# **ARGYLE INDEPENDENT SCHOOL DISTRICT**

## **FINANCE DEPARTMENT**

6701 Canyon Falls Drive  
Flower Mound, TX 76266  
(940) 464-7241

### **PART 1 OF 2**

#### **REQUEST FOR PROPOSAL**

**FOR: RFP #24-06-001-1/SERIES B**

**CAMPUS AND DEPARTMENT APPAREL, PLAIN AND CUSTOMIZED**

**Date of Issue: June 21, 2025**

**You are invited to submit a Proposal for Campus and Department Apparel, Plain and Customized for Argyle ISD.**

The District recommends you either hand-deliver the RFP response to the Purchasing Office at the following address:

**Argyle ISD - Attn: Athena Nance-Young  
Finance Department RFP# 24-06-001-1/Series B  
6701 Canyon Falls Drive  
Flower Mound, TX 76266**

or have it delivered by a courier type service, such as FedEx or UPS, US Postal Service etc., with a recipient's signature and documented time of delivery.

NOTE: Delivery of Proposal envelope to other Departments within the Argyle Independent School District is not considered as delivery to the Finance Department. You may mail the response in time, but it may not be received in the Purchasing Office in a timely fashion, and therefore will be rejected.

Proposals received at the AISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. Argyle ISD shall not be held liable for late proposals.

Oral, e-mail, or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX YOUR SUBMISSION.**

**SUMMER HOURS:** Beginning Tuesday, May 27, the Purchasing Office will be open Monday through Thursday. Bid and Proposals will be accepted from 8:00 to 5:30 pm.

**SUBMIT ONE ORIGINAL AND THREE (3) COPIES OF PROPOSAL unless otherwise indicated in the specifications.**

**PLEASE SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. LOCAL TIME ON July 15, 2025. Mark your sealed envelope in the lower left hand corner with RFP #24-06-001-1/Series B, Company Name, time, and due date, as noted above.**

**This proposal is for Campus and Department Apparel, Plain and Customized, for Argyle ISD.**

The RFP response **MUST** be signed by an individual authorized to contractually bind the firm submitting the Response. A failure to sign the Response will cause it to be rejected as NON-RESPONSIVE. Responses must give the full firm name and address of the Proposer. The person signing the Response should show title or authority to bind his/her firm in a contract.

**Argyle Independent School District**

By: \_\_\_\_\_

Athena Nance-Young, Purchasing and Risk Mgmt.

You are representing to Argyle ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle One) YES NO BID

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**1.0 INSTRUCTIONS TO PROPOSERS**

**1.1 PROCESS OVERVIEW:** This section outlines the steps in the procurement process.

Deadline for Questions	June 25, 2025 by 4:00pm CST
Deadline for Response to Questions/Addendum(s)	June 26, 2025
Proposal Due Dates	July 15, 2025 by 2:00pm CST
Anticipated Award Date	July/August 2025

**1.2** Argyle ISD’s contact for questions or request for clarification relating to this RFP is Athena Nance-Young, Purchasing, athena.nance-young@argyleisd.com. Questions must be submitted in writing (preferably email) no later than June 25, 2025 by 4:00 pm CST.

Responses to questions, if required, will be posted on the district's website by June 26, 2025 at 4:00 PM. It is the proposer's responsibility to check this website for addenda postings prior to submitting responses.

- 1.3** All Proposers must execute the REQUIRED FORMS and PART B enclosed (or otherwise requested herein) for the
- 1.4** RFP to be considered responsive. The name of the representative on these forms should be the same. All supplemental information required by the RFP Form must be included with the RFP. Failure to provide complete and accurate information may disqualify the Proposer.
- 1.5** If any exceptions are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form (**See Required Forms**), or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the proposer of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications or conditions.
- 1.6** Argyle ISD is exempt from federal excise taxes, state and local sales taxes and use taxes. Do not include these taxes in your Proposal.
- 1.7** The District Purchasing Department and proposers may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, AISD reserves the right to award a contract without discussions/ negotiations. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.
- 1.8** No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Argyle ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Argyle ISD upon receipt.
- 1.9** Argyle Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form – (**See Required Forms**). The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

**1.10** Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form – **(See Required Forms)**.

**1.11 Award/Evaluation of Proposals**

- a. The Argyle Independent School District reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.
- b. The District reserves the right to award to a single proposer, multiple proposers, each line item separately or in any combination it determines to be in its best interest.
- c. Responses and offers must remain open for acceptance for a period of thirty (30) days subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

**1.12** The successful proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the District.

**1.13** The District reserves the right to request descriptive and illustrative literature covering the items you propose to furnish when bidding "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the quotation product as "or equal". Failure to do so will result in the rejection of your quotation.

**1.14** If the bidder professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its Bid a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this Bid and must be notarized. This declaration shall not exempt the vendor from signing and submitting a signed Bid.

**1.15** By signing this Request For Proposal, the undersigned proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.

**1.16** The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs"

published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal.

- 1.17** By signing this Request For Proposal, the proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request For Proposal, including, but not limited to, copyright and/or patent laws and anti-collusion law. Failure of the proposer to sign their Proposal will render it null and void.

Tie proposals, which are equal in all respects, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price only, may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth in the factors and points below.

- 1.18** Form HB 1295 may be required; to be determined after award of vendors. Vendor will be notified if necessary. If required, upon Notification of intent to award, the person or entity submitting this proposal must comply with House Bill 1295 which is codified on the Texas Government Code 2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties, within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics Commissions website at: [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

## EVALUATION

Proposals will be evaluated using the following criteria Mandated by the Texas Education Code Sec. 44.031(b) to determine the contractor that provides best value to Argyle ISD.

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
1	The purchase price	<b>25 pts.</b>
2	The reputation of the vendor and of the vendor's goods or services: Vendor must provide 3 references with email and phone number of contact person in which they performed similar projects, preferably school districts.	<b>15 pts.</b>
3	The quality of the vendor's goods or services (Samples will be evaluated)	<b>15 pts.</b>
4	The extent to which the goods or services meet the district's needs	<b>5 pts.</b>
5	The vendor's past relationship with the district	<b>10 pts.</b>
6	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses	<b>4 pts.</b>
7	The total long-term cost to the district to acquire the vendor's goods or services	<b>1 pts.</b>
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:	
	A. has its principal place of business in this state	<b>10 pts.</b>
	B. employs at least 500 persons in this state	<b>0 pts.</b>
9	<b>SAMPLES AND ARTWORK APPROVAL:</b> Successful vendors shall have the ability to deliver a sample of the shirt or artwork for approval by the ordering campus within the same day the sample is available to the the vendor. This capability speeds the production time line and provides superior service to our District by also allowing face-to-face discussion about the artwork or sample for the order. This level of service is not always required but must be available at no extra cost when required to meet a deadline. (Important because timeliness of viewing art work submission and changes, color verification, quality of apparel, etc. )	<b>15 pts</b>
	Any other relevant factor specifically listed in the Request for Proposal or Proposals. In evaluating Proposals submitted, the following considerations will be taken into account (but not limited to): price, quality, suitability for intended use, and probability of continuous availability, time of service, delivery and vendor reputation. It is not the policy of Argyle ISD to purchase on the basis of price alone. The District reserves the right to conduct any tests, evaluations or comparisons it deems necessary to complete the evaluation process.	<b>0 pts.</b>

**Per Texas Education Code, Subchapter B, Sec. 44.031(b) \*ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR.**

## **2.0 Argyle ISD TERMS AND CONDITIONS**

### **2.1 TERMS AND CONDITIONS**

The specifications included herein upon award shall become the legal and binding contract. In submitting a RFP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the firm and the District.

### **2.2 ASSIGNMENT**

The successful Proposer may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

### **2.3 TERMINATION**

Argyle ISD shall have the right to terminate for default all or part of a resulting contract if the 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 Argyle ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

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

Argyle ISD may terminate a resulting 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".

### **2.4 INDEMNIFICATION**

The Argyle ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction.

### **2.5 REMEDIES**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the Argyle ISD to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial

of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Dallas County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

2.6 **CHOICE OF LAW**

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Dallas County, Texas.

2.7 **JURISDICTION AND SERVICE OF PROCESS**

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Dallas County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court.

2.8 **ALTERNATIVE DISPUTE RESOLUTION**

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Dallas County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

2.9 **ACTS OR OMISSIONS**

The successful vendor will be expected to indemnify and hold harmless the Argyle ISD, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or contractors in the

execution or performance of any agreements ultimately made by Argyle ISD and the vendor.

2.10 **CONTRACT GOVERNANCE**

Any contract made or entered into by the Argyle ISD is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, Argyle ISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

2.11 **PAYMENT TERMS**

Argyle ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel.

- a. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:
- b. Invoice is received at the address indicated on the purchase order
- c. Pricing on the invoice matches the price on the purchase order
- d. Include a description of the goods or services provided, the purchase order number, invoice number and any applicable cash discount.
- e. Quantities on the invoice do not exceed those specified on the Purchase Order
- f. Unique invoice number used for each billing
- g. Merchandise has been shipped or service performed.
- h. Description of goods and services on the invoice shall match the description on the Purchase Order.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

2.12 **LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE**

Termination of the Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Vendor as result of such termination, including early termination charges. If District

terminates this Agreement pursuant to this paragraph, Vendor will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges..

2.13 **CRIMINAL HISTORY CHECKS**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

2.14 **EXCLUSIVITY OF AWARD**

Any awards or contracts resulting from this document and the process described herein are not an exclusive award or a guaranteed quantity or volume and the Argyle ISD reserves the right to purchase goods or services described herein from other sources, **unless** the specifications herein and resulting contract documents expressly provide to the contrary in which case the contract provision will control for this provision.

2.15 **RECORDS**

Upon request by Argyle ISD, any duly authorized representative of Argyle ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

2.16 **THE UNIFORM COMMERCIAL CODE** shall govern the agreement between the seller and The District created by this Proposal. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement. Proposers are advised that all District contracts are subject to all legal requirements provided for in the Local, State, and Federal statutes.

2.17 **FORCE MAJEURE CLAUSE**

Proposer shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure

condition and the extent to which it will affect performance.

2.18 **AISD COMMUNICATIONS**

Contact between vendors and AISD personnel or officials during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact AISD personnel or officials may result in disqualification. All communications shall go through the AISD Purchasing Department during this competitive process. Questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the timetable above and AISD will not respond to questions after said time and date. Responses to questions will be posted in the form of an addendum to this CSP on the AISD Purchasing website as stated in the timetable. The vendors will be responsible for checking the AISD Purchasing website for any posted addenda.

### **3.0 SCOPE OF SERVICE AND SPECIFICATIONS**

The Argyle Independent School District (AISD) is soliciting proposals for **RFP #24-06-001/Series B Campus & Department Apparel, Plain and Customized**. This will be a multiple award RFP as one vendor likely will not be able to provide best value in all necessary circumstances for the District. Multiple vendors will be awarded based on the needs of the district over the life of the award and the criteria listed in the RFP. During the term of the contract period, the awarded vendors will be required to provide competing quotes for various apparel included on this bid. This is a method by which we take quotes from vendors for line items and as a discount off regular, list, shelf or catalog price. You do not have to offer a discount, just mark zero discounts, but you must complete the paperwork and return it to the District as per the instructions to qualify your business for possible award as a vendor for the District during the coming year(s). The awards will be judged on the mandatory evaluation criteria in Texas Education Code Section 44. This is an as-needed type contract for all AISD campuses and departments. The contract period is effective from the date of award. The award is for one year and is subject to renewal for four (4) additional one year periods. The district reserves the right to cancel the award at any time for cause or no cause.

#### **IMPORTANT NOTICE REGARDING REQUIRED FORMS**

***Failure to complete and sign all of the forms*** attached hereto may disqualify you from becoming an authorized vendor for Argyle Independent School District (AISD) during the term of this proposal for the purpose of this proposal.

#### **Submission of Proposals**

This form is required because it denotes pricing, discounts, and special terms as proposed for the advertised goods or services required by the District. Proposals must be submitted in sufficient time to be received before the published due date and time shown on the RFP. Proposals received after the published time and date cannot be considered.

All questions regarding this proposal must be submitted in writing no later than June 25, 2025 to Athena Nance-Young via email at: [athena.nance-young@argyleisd.com](mailto:athena.nance-young@argyleisd.com). Please reference RFP #24-06-001-01/Series B on the subject line of email.

Custom Apparel includes, printed, and/or embroidered, or otherwise customized or plain, but is not limited to:

- (1) T-shirts
- (2) "Polo" style shirts
- (3) Jackets
- (4) Caps & Hats
- (5) Pants of any type
- (6) Shirts of any type
- (7) Socks
- (8) Athletic and Physical Education apparel
- (9) Other apparel not listed

Argyle Independent School District (AISD) is seeking both a line item and a percentage discount off posted prices for Campus & Department Apparel, Plain and Customized. The percent of discount can have a range, FOR EXAMPLE, such as 0% to 50% based on a certain type of apparel or a straight percentage such as 20% for all types. Discounts must be firm for one (1) year from date of award for proposal to be considered. The vendor may always, at any time, provide a better discount but never a lesser discount than the awarded proposal stipulates. If the vendor wishes to cancel participation, they must notify AISD in writing at the following address: AISD, Purchasing, 6701 Canyon Falls Drive, Flower Mound, TX 76226. Argyle ISD does not make guarantees as to volume purchased annually. The amount purchased is strictly at the discretion of AISD. This is not an exclusive award and the District reserves the right to purchase the same goods and services from any vendor. When renewing, the district may consider a price increase before the renewal, but the vendor will be required to provide documentation on the line items basis for increase.

**Selected vendor(s) will be expected to show posted price, discount amount and net price on quotes, invoices and sales tickets.**

The district is not required to purchase from all awarded vendors.

An awarded vendor(s) under the terms and conditions of this contract will accept and fulfill any purchase order issued during the effective period of this contract.

All artwork, negatives, or any other custom created art component related to the fulfillment of an order by the District becomes property of the District. Originals or exact copies of artwork, negatives, electronic files related to the production of apparel orders shall be returned to the District upon request at no charge to the District.

Argyle ISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals or awards without cause;
- (b) Waive any defect, irregularity or informality in any proposal of RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specification if it is determined that the total cost is lower and the overall function is not impaired;
- (d) Reissue a RFP;
- (e) Consider and accept an alternate proposal as provided herein when most advantageous to AISD;
- (f) AISD has the right to cancel the award at will;
- (g) District will pay for any work performed due to properly presented purchase order and vendor will deliver any product for which payment is demanded. All orders shall be placed by an authorized purchase order of the district before order is effective.
- (h) Procure any item or services by other means.

**PRICES:** All discounts quoted must be firm for one year and are subject to renewal for four (4) additional one (1) year periods.

**PROPOSAL MUST:**

- (a) Note any minimum order quantity requirements (e.g. \$100 minimum or 10 item minimum)
- (b) Note any limitations or exceptions

**SHIPPING-DELIVERY:**

Shipping and delivery shall be to the district location/s that orders the goods and shall be included in the pricing of every product. No additional charges will be allowed. Only if the district requests non- standard, short turnaround delivery of an item that is on the line item pricing sheet, will extra shipping charges be allowed.

**EVALUATION CRITERIA:**

Bids and proposals are evaluated on a scale of 0 to 10, using the criteria specified in Subchapter B, Section 44.031 (b), Texas Education Code specifically:

- 1. The purchase price; 25%
- 2. The reputation of the vendor and of the vendor's goods or services. 15%
- 3. The quality of the vendor's goods or services; 15% Samples will be evaluated.
- 4. The extent to which the goods or services meet the district's needs; 5%
- 5. The vendor's past relationship with the district; 10%
- 6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; ( complete the attached paperwork and plan)4%
- 7. The total long-term cost to the district to acquire the vendor's goods or services 1%
- 8. Texas Residency of company; 10% (see form)
- 9. Samples and Artwork Approval: Physical proximity to Argyle ISD geographical boundaries.( important because timeliness of viewing art work submission and changes, color verification, quality of apparel, etc.) 15%

Have you been a vendor for the district? YES or NO

If so, what is your vendor number? \_\_\_\_\_

**EPCNT INTERLOCAL AGREEMENT CLAUSE:**

Several governmental entities ( a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you (the proposer) agree that all terms, conditions, specification, and pricing would apply?

Yes \_\_\_\_\_

No \_\_\_\_\_

If you (the Proposer) checked yes, the following will apply. Governmental entities utilizing Internal Governmental 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. All purchases by governmental entity other than Argyle Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Argyle Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address [www.epcnt.com](http://www.epcnt.com).

**REFERENCES:**

Even if your company currently performs work for the district, we require references from outside sources to judge reputation. Please provide at least three references that are large volume, many orders per year type of customer, such as Dallas Fort Worth area School Districts. You must provide all contact information including name of business/school, name of contact, phone, address and email, if available. Please notify the reference and ensure that they will respond to our inquiry because if we cannot reach the reference, you will receive no credit for them in the scoring.

**Does vendor agree to this criterion?: YES or NO**

**Outside Argyle ISD References**

**Reference #1**

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**Reference #2**

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**Reference #3**

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**Have you notified your outside AISD references and have they agreed to respond?**  
**YES or NO**

**INSIDE Argyle ISD References – list campus or dept. and district contact person for each**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**PERFORMANCE AFTER AWARD:**

At the district’s discretion, if a vendor is called for a price quote for less than 100 items and we do not receive a quote response within the next business day by 3:30 PM Central Time, the vendor will be subject to removal from the award list. The time allowed is two business days for larger orders. If more time is required due to special circumstances, additional time may be granted in writing by email to the person requesting the quote. Not more than 5 business days may be granted. Delivery time must be confirmed by email to the ordering party at the District at the time of the quote. If a vendor does not deliver the goods by the agreed time, the vendor will be subject to removal from the award list. Delivery time does not depend on the shipping company. Delivery time is inside our location doors during our regular business hours of 8:00 AM to 3:30PM on school days. Our school calendar is available on our website at argyleisd.com. If you can deliver rather than ship with a 3<sup>rd</sup> party carrier, it will provide more production time to you. Unacceptable delivery times may determine which company gets an order for the vendors quoted based on the District’s needs.

**Does vendor agree to this criterion?: YES or NO**

**QUALITY:**

If printing a light color ink on a dark color shirt, an underbase ink shall be used to ensure a quality print job and minimize ink fade after a few washes.

**Does vendor agree to this criterion?: YES or NO**

**QUOTES:**

All quotes and pricing shall include all shipping and delivery charges to our Argyle, Texas locations. Any shipping charges that are not included in the quoted prices for apparel must be agreed in writing or email, prior to delivery of purchase order, but this should happen very infrequently.

**Does vendor agree to this criterion?: YES or NO**

**PURCHASE ORDERS REQUIRED:**

You must request and receive a purchase order prior to beginning or fulfilling any order(s).

**Does vendor agree to this criterion?: YES or NO**

## **SUBMISSION OF PROPOSALS**

Vendors must submit one original and three copies of their proposal. Label as: RFP #24-06-001-1/Series B Campus & Department Custom Apparel.

This is a two-part response price sheet. Part 1 is a catalog discount section and Part 2 is a line item section.

### **SAMPLES REQUIRED**

Part 2 states the **vendor must supply a sample shirt** that reflects the screen print and embroidery criteria. Screenprint shirts are listed as Items # 1 through Item # 5. Embroidery shirts are listed as Items #6 through Item # 8. Please label the shirts accordingly with the Item # and vendor name to enable the shirts to be returned to the appropriate vendor. If you would like the items mailed back, please include a shipping label.

Please specify the types of Custom Apparel Materials and Services you propose to supply to the District. Attach a separate sheet or catalog or online address if necessary. A general description is all that necessary.

EXAMPLE: T-shirts, Polo shirts, Jackets, Caps, Hats, Pants, Socks, Shorts, Athletic Apparel, Coaching Apparel, etc. You are free to propose to supply any relevant product or service.

## PRICING SHEETS

### **Part 1** of Proposal Response – DISCOUNT(S) OFFERED

Please specify what price discount from your regular List/Store Shelf/Catalog/Walk-in pricing you propose to offer the District on the aforementioned Materials or Services.

#### **ALL PRICING SHOULD BE ASSUMED AS CAMERA READY ART.**

1. Discount from List, Store Shelf, Catalog or Walk-in pricing \_\_\_\_\_% and/or

2. Varies/Depending on item (circle one)      yes    no

Range of discount \_\_\_\_\_ If specific discount for specific types of apparel, please list on a separate sheet and attach to this sheet. Example: 20% for T-shirts, 30% for dry fit polo style shirts, 50% for caps, etc.

3. Quantity Discount (circle one)    yes    no

4. Minimum order amount \$ \_\_\_\_\_ and/or # of Pieces \_\_\_\_\_

5. Shipping or Delivery method of delivery (Company truck, UPS, FEDEX, USPS, etc.) Most common standard method? \_\_\_\_\_

6. Store Location(s) closest to 6701 Canyon Falls Drive, Flower Mound, TX 76226  
Address \_\_\_\_\_

7. Manufacturing/printing location(s) closest to 6701 Canyon Falls Drive, Flower Mound, TX 76226  
Address \_\_\_\_\_

8. Sales Contact Person \_\_\_\_\_ Phone \_\_\_\_\_  
E-Mail Address \_\_\_\_\_

9. Do you have any exceptions to our specifications you wish to note? (attach additional sheets if necessary) If none, leave blank.  
\_\_\_\_\_

10. Is an online catalog available?    (circle)    yes    no

11. Online catalog URL address \_\_\_\_\_

12. Do you print the apparel or do you subcontract or resell another printer's apparel?

Explain \_\_\_\_\_  
\_\_\_\_\_

---

**PRICING SHEETS**

**Part 2** of Proposal Response - Line item proposal section

*Vendor shall provide one sample shirt requested below in line item with their proposal to compare quality. Shirts may be returned if vendor picks up the sample or provides a prepaid call tag for a shipping company. If shirts are not returned within 1 month after award, the shirts will become property of Argyle ISD and disposed of as desired. District is the sole arbiter of "equal" as it pertains to apparel.*

All pricing shall include all shipping and delivery charges to Argyle, Texas. How long are line item prices firm \_\_\_\_\_ months?

**SCREEN PRINTING**

**Prices for two printed Pantone Matching System matching colors, close register. Image not to exceed 100 sq inches total area.**

***Item # 1***

Gilden 5000 (lightweight) 100% preshrunk cotton tee shirt or equal

**Prices for two printed PMS matching colors. Image not to exceed 100 sq inches total area.**

Price each shirt -Qty 25-        \$ \_\_\_\_\_  
Price each shirt -Qty 75-        \$ \_\_\_\_\_  
Price each shirt -Qty 250-       \$ \_\_\_\_\_  
Price each shirt -Qty 500-       \$ \_\_\_\_\_

***Item # 2***

Gilden 8000 50/50 blend tee shirt or equal

**Prices for two printed PMS matching colors, Image not to exceed 100 sq inches total area.**

Price each shirt -Qty 25-        \$ \_\_\_\_\_  
Price each shirt -Qty 75-        \$ \_\_\_\_\_  
Price each shirt -Qty 250-       \$ \_\_\_\_\_  
Price each shirt -Qty 500-       \$ \_\_\_\_\_

***Item # 3***

Sport-Tek® - Side Blocked Micropique Sport-Wick® Polo. ST655 or equal

**Prices for two printed PMS matching colors. Image not to exceed 50 sq inches total area.**

Price each shirt -Qty 25-        \$ \_\_\_\_\_  
Price each shirt -Qty 75-        \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Item # 4**

Gildan - Ultra Cotton® 6.5-Ounce Pique Knit Sport Shirt. 3800 or equal

**Prices for two printed PMS matching colors. Image not to exceed 50 sq inches total area.**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Item # 5**

Gildan - DryBlend™ 5.6-Ounce Jersey Knit Sport Shirt. 8800 or equal

**Prices for two printed PMS matching colors. Image not to exceed 50 sq inches total area.**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

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**EMBROIDERY**

**Item # 6**

Sport-Tek® - Side Blocked Micropique Sport-Wick® Polo. ST655 or equal

**Prices for one color embroidery. Pricing for up to 10,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Prices for one color embroidery. Pricing for 10,0001 to 20,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Prices for two colors embroidery. Pricing for up to 10,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Prices for two colors embroidery. Pricing for 10,0001 to 20,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Item # 7**

Gildan - Ultra Cotton® 6.5-Ounce Pique Knit Sport Shirt. 3800 or equal

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**Prices for one color embroidery. Pricing for up to 10,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Prices for one color embroidery. Pricing for 10,0001 to 20,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Prices for two colors embroidery. Pricing for up to 10,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Prices for two colors embroidery. Pricing for 10,0001 to 20,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Item # 8**

Gildan - DryBlend™ 5.6-Ounce Jersey Knit Sport Shirt. 8800 or equal

**Prices for one color embroidery. Pricing for up to 10,000 stitch count.**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Prices for two colors embroidery. Pricing for 10,0001 to 20,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Prices for two colors embroidery. Pricing for up to 10,000 stitch count**

Price each shirt -Qty 25- \$ \_\_\_\_\_

Price each shirt -Qty 75- \$ \_\_\_\_\_

Price each shirt -Qty 150- \$ \_\_\_\_\_

**Prices for two colors embroidery. Pricing for 10,0001 to 20,000 stitch count**

Price each shirt -Qty 25-        \$ \_\_\_\_\_  
Price each shirt -Qty 75-        \$ \_\_\_\_\_  
Price each shirt -Qty 150-      \$ \_\_\_\_\_

---

**SAMPLES AND ARTWORK APPROVAL:**

During the term of the contract, the successful vendors shall have the ability to deliver a sample of the shirt or artwork for approval by the ordering campus within the same day the sample is available to the vendor. This capability speeds the production timeline and provides superior service to our District by also allowing face-to-face discussion about the artwork or sample for the order. This level of service is not always required but must be available at no extra cost when required to meet a deadline.

**DOES THE PROPOSING VENDOR AGREE TO THIS CRITERION? YES OR NO**

**How do you intend to meet this requirement?**

Explain \_\_\_\_\_  
\_\_\_\_\_

May the District E-Mail Purchase orders?    (circle)    yes    no

If yes, Email address for orders? \_\_\_\_\_

I affirm that I am authorized to bind this company to the proposal submitted in response to Argyle ISD RFP #24-06-001/Series B

Company name: \_\_\_\_\_

Signature of authorized person: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of authorized person: \_\_\_\_\_

Email \_\_\_\_\_

## FORMS CHECKLIST – GENERAL PROCUREMENT

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

~~Check if Included~~ ~~FORM TITLE~~ ~~ON EQUURED~~

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

n/a not applicable

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE AS YOUR PROPOSAL COVER SHEET		
FORM NO.: AISD1	PROCUREMENT RESPONSE COVER SHEET	Last Revised: Feb2019

**Cover Sheet  
For  
APPAREL SERVICES**

**BID NUMBER: RFP 24-06-001-01/Series B**

**BID TITLE: APPAREL SERVICES**

**SUBMITTAL DUE DATE: JULY 15, 2025**

**SUBMITTAL DUE TIME: 2:00 PM**

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

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

**COMPANY NAME:** \_\_\_\_\_

**COMPANY ADDRESS:** \_\_\_\_\_  
ADDRESS 1

\_\_\_\_\_

ADDRESS 2

\_\_\_\_\_

CITY

STATE

ZIP CODE

**TELEPHONE NO.:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**FAX NO.:** ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_ @ \_\_\_\_\_ .

**SUBMITTED BY:** \_\_\_\_\_  
(PLEASE PRINT) TITLE

**SIGNATURE:** \_\_\_\_\_  
SIGNATURE

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

**FORM NO.: AISD2**

**PROCUREMENT RESPONSE COVER SHEET**

*Last Revised: FEB2019*

FROM: \_\_\_\_\_  
\_\_\_\_\_

Box \_\_\_\_\_ of \_\_\_\_\_

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

**CONTENTS:** BID RESPONSE  
**BID NUMBER:** RFP 24-06-001-  
01/Series B  
**BID TITLE:** APPAREL SERVICES  
**DUE DATE:** JULY 15, 2025  
**TIME DUE:** 2:00 PM

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

FROM: \_\_\_\_\_  
\_\_\_\_\_

Box \_\_\_\_\_ of \_\_\_\_\_

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

**CONTENTS:** BID RESPONSE  
**BID NUMBER:** RFP 24-06-001-  
01/Series B  
**BID TITLE:** APPAREL SERVICES  
**DUE DATE:** JULY 15, 2025  
**TIME DUE:** 2:00 PM

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

**NO BID NOTIFICATION**

**BID NO.:** RFP 24-06-001-01 **BID TITLE:** APPAREL SERVICES

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

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

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

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

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

Name of Company	Phone	Date
Address	City	State      Zip
Signature	Printed Name	Title

### OFFER FORM

**BID NO.:** RFP 24-06-001-01                      **BID TITLE:** APPAREL SERVICES

TO: Argyle ISD

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

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

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

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

Company Officer:

Date: \_\_\_\_\_ Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Firm's Address: \_\_\_\_\_  
Street Address

Name: \_\_\_\_\_  
Please Print City State Zip

Title: \_\_\_\_\_ Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
Please Print

E-Mail: \_\_\_\_\_ Fax #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_  
SS or \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Federal ID #: \_\_\_\_\_ - \_\_\_\_\_

**ENVELOPES SHOULD BE PLAINLY MARKED:**

**" BID NO.: RFP 24-06-001-1 APPAREL SVC AT  
DUE DATE: JULY 15, 2025 TIME DUE: 2:00 PM "**

THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE		
FORM NO.: AISD5	BID/PROPOSAL OFFER FORM	Last Revised: FEB2019

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### RESIDENT BIDDER'S CERTIFICATION

BID NO.: RFP 24-06-001-01 BID TITLE: APPAREL SERVICE

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: \_\_\_\_\_

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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
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## DEBARMENT OR SUSPENSION CERTIFICATION FORM

BID NO.: RFP 24-06-001-01 BID TITLE: APPARELSERVICES

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: \_\_\_\_\_ @ \_\_\_\_\_

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AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed)

---

TITLE OF AUTHORIZED OFFICIAL

---

SIGNATURE OF AUTHORIZED OFFICIAL:

---

DATE:

HIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE

FORM NO.: AISD8

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Last Revised: FEB2019

**FELONY CONVICTION AND  
CRIMINAL HISTORY NOTICE**

**BID NO.:** RFP 24-06-001-01      **BID TITLE:** APPARELSERVICES

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**

### ARGYLE ISD CONTRACTOR CERTIFICATION

BID NO.: RFP 24-06-001-01 BID TITLE: APPAREL SERVICES

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

**Definitions:**

**Covered employees:** All employees of a contractor who have or will have continuing duties related to the service to be performed in the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying conviction:** One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

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

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

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

**Or**

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

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

FORM NO.: AISD10

ARGYLE ISD CONTRACTOR CERTIFICATION FORM

Last Revised: FEB2019







**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

**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**

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

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

Conflicts of interest exist if:

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

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

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

Forms must be filed:

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

Officers of the Argyle Independent School District are:

Sam Slaton - President  
Craig Hawesworth - Vice President  
Matt Slaton - Secretary  
Leigh Ann Artho - Member  
Rich McDowell - Member  
Dr. Leona McDade - Member  
Josh Westrom - Member

Dr. Courtney Carpenter, Ed.D, Superintendent of  
Schools

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For firm doing business with local governmental entity

FORM  
CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

7

\_\_\_\_\_  
Signature of firm doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For firm doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/html/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

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

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

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

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

\*\*\*

(2) the firm:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and firm has been executed;

or

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

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and firm has been executed; or

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the firm:

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

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

(2) the date the firm becomes aware:

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

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

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

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <sup>a</sup> _____ <b>Note.</b> 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) <sup>a</sup> _____	
	<b>4</b> 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>	
	<b>5</b> Address (number, street, and apt. or suite no.)	
	Requester's name and address (optional)	
	<b>6</b> City, state, and ZIP code	
<b>7</b> 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.

<b>Social security number</b>											
					-				-		
<b>or</b>											
<b>Employer identification number</b>											
					-						

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person <sup>a</sup>	Date <sup>a</sup>
------------------	---------------------------------------	-------------------

## 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](http://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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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

## Chapter 2270 (BOYCOTT) VERIFICATION

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

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

*Pursuant to Texas Government Code Sections 2270.001 and 808.001:*

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

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

**THIS PAGE MUST BE COMPLETED AND RETURNED IN YOUR RESPONSE**

FORM NO.: AISD16

CHAPTER 2270 VERIFICATION

Last Revised: FEB2019