



## REQUEST FOR PROPOSAL:

### 23-050 VAPE DETECTORS

WAXAHACHIE INDEPENDENT SCHOOL DISTRICT  
ATTN: PURCHASING DEPARTMENT  
411 N GIBSON ST  
WAXAHACHIE, TX 75165

ISSUED: SEPTEMBER 14, 2022

BIDS DUE: OCTOBER 6, 2022

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#### **Disclosure Requirements**

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the Waxahachie Independent School District, including affiliations and business and financial relationships such as persons may have with Waxahachie ISD officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the law are available at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm). If you are unable to obtain such information online, please contact the Waxahachie ISD purchasing department, 411 N Gibson St, Waxahachie, TX 75165 or call (972) 923-4631.

**BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH WAXAHACHIE ISD, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.**

**Bidder Name/Signature:** \_\_\_\_\_

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## **SECTION A - INTRODUCTION**

### **A.1 General Description**

Waxahachie Independent School District, herein referred to as "WISD", "Waxahachie ISD" or "the District", is an accredited public education entity located in Ellis County, Texas. The district provides excellence in education to the approximately 10,800 students who live within the 192 square miles of the district's borders. The district currently is comprised of 15 educational campuses, 3 support facilities, and numerous athletic facilities.

Situated in the county seat of Ellis County, Waxahachie ISD has experienced significant student growth over the past 10 years with additional growth expected for the upcoming school years. The District has approximately 1,600 employees and a seven-member Board of Trustees elected to staggered three-year terms.

### **A.2 Open Records**

Waxahachie ISD adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and advises all respondents that information contained in any response could be made public after the awarding of a contract in accordance with the laws, statutes, regulations, and other requirements thereof.

No information about responses will be made available until the final contract has been awarded. Respondents who have notified the District of proprietary information in their response packet will be given the chance to protect that information before its release, if allowed under statute.

### **A.3 Pro-Israel Vendor Certification**

In accordance with Texas Government Code §2270.002, the District will not enter into a contract with a vendor without obtaining written confirmation that vendor does not boycott Israel and will not during the term of the contract.

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### **A.4 Project Overview**

It is the intent of Waxahachie ISD to award a contract to a single respondent for the purpose of vape detectors at multiple campuses.

### **A.5 Tax Exempt Entity**

Waxahachie ISD is exempt from state sales taxes and federal excise taxes. Responses should not include a cost component for either item. Certificates available upon request.

**A.6 Payment Terms**

The District issues payments within 30 days of receiving goods or services per contractual agreement in acceptable condition, or receipt of invoice for goods or services whichever is later, in compliance with Texas Government Code §2251.021. The District reserves the right to accept prompt payment discounts and will issue payment in accordance with such discounts where appropriate, but District does not agree to any payment terms other than net 30.

All invoices should be sent via email to [accountspayable@wisd.org](mailto:accountspayable@wisd.org) or mailed to:

Waxahachie ISD  
ATTN: Accounts Payable  
411 N Gibson St  
Waxahachie, TX 75165

Invoices are not considered received until they are received by the Business Office and the provisions of Texas Government Code §2251.021 do not apply until invoice received by same.

**A.7 Campus Access**

All employees of vendor and vendor subcontractors will be subject to District background checks as required by Texas Education Code. Vendor personnel may be subject to escort by District personnel while on campus and performing tasks if deemed appropriate by District. Failure to submit to background check will be grounds for immediate termination of contract for cause.

**A.8 Issuance of a Purchase Order**

Waxahachie ISD limits its purchases of goods/services through the use of properly drawn and authorized purchase orders. The District is not liable for payment of goods/services that were not authorized via this method. To facilitate quicker invoice processing, all invoices and packing slips should include the approved purchase order number.

**A.8 Reservation of Rights**

Waxahachie Independent School District reserves the right to award contracts to multiple vendors if such awards are in the best interest of the District. The District also reserves the right to reject all bids and repost solicitation or reject all bids and cancel future solicitations for same good/service.



## **SECTION B - PROPOSAL SUBMITTAL REQUIREMENTS**

### **B.1 Contact Information**

All questions regarding this RFP should be directed to the department head responsible for the publication of this solicitation. The responsible department for this solicitation is listed in Exhibit A and inquiries should be directed to the department/individual listed.

### **B.2 Submission Deadline and Location**

All responses must be delivered no later than 2:00 p.m. on the due date listed in Exhibit A at the address below. At 2:00 on the same day, received responses will be opened and read aloud in the purchasing department.

All responses should be addressed to:

Waxahachie Independent School District  
ATTN: Purchasing Department  
411 N Gibson St  
Waxahachie, TX 75165

Responses not received timely will be returned unopened or discarded by the District.

### **B.3 Delivery Delays**

Respondents are recommended to allow sufficient time for delivery to account for unexpected delays. The District is not responsible for delays in delivery, whether by postal carrier or express carrier and will not accept responses delivered after the deadline. The District does not accept any responses that are not received in the business office at the above address and are imprinted with an appropriate date and time stamp. Traditional USPS mail service typically arrives at the address above after 2:00 p.m. daily.

### **B.4 Revised and Withdrawn Responses**

Responses may be revised and/or withdrawn prior to the time and date set for RFP closing. For revised responses, the last response received will replace all previous responses for purposes of determining which proposal takes precedent. All revised responses should be complete responses to ensure they are properly accounted for.

Vendors wanting to withdraw a response must do so in writing with a valid signature on the request.

### **B.5 Submittal Instructions (non electronic)**

Proposals should be submitted on 8.5" x 11", vertically aligned white copy paper to enable the District to make copies as necessary. All responses must include two originally signed proposal documents. Failure to remit the appropriate number of responses may constitute an incomplete response and be subject to disqualification. Responses should

not be permanently bound together; easily removable binding, paperclips, or stapling are acceptable to keep responses documents together and for review.

Response proposals should have pages numbered to ensure complete responses and facilitate easier reference for evaluation purposes.

Responses can be submitted to [bids@wisd.org](mailto:bids@wisd.org) in lieu of the aforementioned

**B.6 Instructions for Electronic Submission**

Electronic submissions should be sent to [bids@wisd.org](mailto:bids@wisd.org) and include the solicitation title as the subject line or in the main body of the message. All response documents should be attached to the message and should not be included as a part of the message.

The District will only verify receipt of electronic submission upon request and will not confirm submission by other vendors. If multiple responses are received from the same vendor, the response received closest to the submission deadline will be the only one accepted.

The date and time stamp associated with the receipt of the email message will be the official date and time received for purposes of ensuring timely submission.

**B.7 Ambiguity**

Any ambiguity in the proposal because of omission, error, lack of clarity or non-compliance by the proposer with specifications, instructions and all conditions shall be construed in the favor of Waxahachie ISD. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the appendices shall prevail.

**B.8 Unit Prices and Extensions**

If unit prices and their extensions do not coincide, the District may accept the price most beneficial to the District and the proposer will be bound thereby.

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**B.9 Additional Information**

The District may request any other information necessary to determine proposer's ability to meet the minimum standards required by the RFP.

## **SECTION C – GENERAL ASSERTIONS**

### **C.1 Independent Contractor**

It is agreed that for all purposes hereunder, the contractor is and shall be an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of Waxahachie ISD.

### **C.2 Payment of Claims**

The contractor shall promptly pay claims for damages to property owned by Waxahachie ISD, its employees or any person utilizing District facilities that were caused by employees or subcontractors of the contractor on the premises covered by this contract.

### **C.3 Indemnity**

The contract agrees to indemnify, hold harmless, and defend the District, District's officers, agents, and employees from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs occasioned by the contractor's occupancy or activities conducted in connection with or incidental to this contract and arising out of or resulting from the intentional acts or negligence of the contractor, contractor's officers, agents, or employees, including all such causes of action based on common, constitutional, or statutory law, or based upon the negligent or intentional acts of omissions of the contractor, its officers, agents, employees, or visitors. Nothing herein shall be construed as requiring contractor indemnify District for actions or damages caused by the negligence or intentional acts of District. The contractor further agrees it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, visitors, and other persons, as well as their property, while in or on the premises.

It is expressly understood and agreed the District shall not be liable and/or responsible for the negligence of the contractor, its agents, servants, employees, and visitors.

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#### **C.4 Contract Insurance Requirements**

The contractor shall provide and maintain, at its own expense, the following types and amounts of insurance during the term of this agreement:

<u>Type</u>	<u>Amount</u>
1. Comprehensive General (Public) Liability – to include (but not limited to The following:	Bodily Injury: \$250,000 per person \$500,000 per occurrence And
a. Premises/operations	Property Damage:
b. Independent Contractor	
c. Personal injury liability	\$100,000 per occurrence
Contractual liability (insuring Indemnity provision within This contract) AND, where the exposure exists, Coverage for:	or  Combined single limit for Bodily injury and Property Damage: \$500,000
d. Products/Complete operations	
e. Explosion, Collapse and Underground Property Damage	
2. Comprehensive Automobile Liability To include coverage for:	Bodily Injury:
a. Owned/Lease Automobiles	\$250,000 per person
b. Non-owned Automobiles	\$500,000 per occurrence
c. Hired cars	

#### **AND**

Property Damage  
\$100,000 per occurrence  
OR  
Combined Single Limit for Bodily Injury and Property Damage:  
\$500,000  
Statutory \$500,000 per occurrence

#### **3. Workers Compensation and Employer's Liability (where required by state law)**



The preceding amounts notwithstanding, the Board of Trustees reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein. If the District exercises the right to increase minimum insurance amounts, the contractor may choose to either comply with the increase or cancel this contract in whole with no penalty.

The procuring of such policy of insurance shall not be construed to be a limitation upon the contractor's liability or as a full performance on its part of the indemnification provisions of the contract. The contractor's obligations to the District are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss as provided under the terms of the contract.

#### **C.5 Other Insurance Requirements**

Prior to the contract effective date, the contractor shall furnish to the District's Business Office certificate or copies of the policies, plainly and clearly evidencing required insurance, and thereafter new certificates **prior to the expiration date of any prior certificate**. The contractor understands it is its sole responsibility to provide this necessary information and failure to comply timely with the requirements of this Article shall be a cause for termination of this contract, under the provisions of the termination clause.

The insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the Waxahachie ISD Legal Department for their adequacy as to form, content, form of protection, and providing company.

Insurance required by the contract for the District, as additional insured shall be primary insurance and not contribution with any other insurance available to the District, under any third party liability policy.

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The contract further agrees with respect to the above-required insurance, the District shall:

- a. Be named as additional insured/or an insured, as its interest may appear: AND
- b. Be provided with a waiver of subrogation; and
- c. Be provided with 30 days advance notice, in writing, of cancellation or material change.

The District will not be responsible for any of the contractor's insurance costs.

## APPENDIX 1 – SCOPE OF SERVICES

### 1.1 Project Title

Vape detectors

### 1.2 Scope of Services Contract

Questions about the technical nature of the scope of services may be directed to David Averett at 972-923-4631.

### 1.3 Special Conditions

The following special conditions shall prevail over areas of conflict in previous pages:

None for this solicitation.

### 1.4 Proposal Evaluation Factors

Available Points	Factor
50	Price, including discounts or grants
20	Reputation of vendor and vendor's services
20	Experience with other educational entities
10	Quality/Reliability

### 1.5 Key Events Schedule

Event	Date
Release of Request for Proposal	September 14, 2022
Sealed Responses due to Purchasing Department	October 6, 2022
Anticipated Board of Trustees Approval	November 14, 2022
Anticipated Contract Awarded	November 14, 2022
Anticipated Beginning of Services	To be determined

### 1.6 Pre-bid conference

A pre-bid conference has not been scheduled for this solicitation.

### 1.7 Scope of Services Contract:

It is the intent of the Waxahachie Independent School District to purchase vape detection equipment as a result of this solicitation. System should minimally be able to detect vaping activities in restroom facilities and alert campus administration.

### **1.8 Expectation of Service**

Responses should include information regarding the following topics to be awarded points within each category:

#### Scope of Service:

Scope of service should detail the solution offered by respondent and any limitation of solution. District expects respondents to demonstrate compliance with required components of solicitation and also demonstrate ability to provide optional capabilities, where applicable. Additional capabilities could include, but not limited to, video recording of ingress and egress when vape detected.

#### Cost of service:

Costs should be shown as a monthly or annual amount and include a detailed accounting of all services, benefits, and deliverables the district will receive for that amount.

#### Vendor References:

Respondents should provide a minimum of three Texas school districts, or other governmental entities, they have performed similar work for. Lack of appropriate number of references will not disqualify any respondent. References may be contacted by the District to inquire about company's ability to meet requirements listed previously.

### **1.9 Vendor Work Hours**

Vendor(s) shall not be permitted to interfere with arrival and dismissal duties on campuses, the timing of which will be unique for each campus and should be discussed with District contact.

Employees of the contractor who are on campus must meet district background check requirements, be dressed appropriately to the standards of the district, and have visible identification present at all times.

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### **1.10 Invoicing**

A detailed invoice should be prepared showing date, time, location, and description of work performed. Invoice to be submitted for payment to:

Waxahachie ISD  
ATTN: Accounts Payable  
411 N Gibson St  
Waxahachie, TX 75165

Or via email: [rvalencia@wisd.org](mailto:rvalencia@wisd.org)

## **APPENDIX 2 – PROPOSAL**

Please provide the following information and confirmations as they relate to the referenced proposal.

### **Company Information**

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

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

City, State, Zip Code: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_

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

### **Acknowledgements**

I, the undersigned, as the owner or legally authorized representative of the above named company, by signing the following statement, agree that I have READ and UNDERSTAND all of the instruction and specification contained herein, and that if accepted by the Waxahachie Independent School District, all of the provisions are part of a binding contract between the District and my company. I also certify that this bid is made without previous understanding, agreement or connection with any person, firm or cooperation making a proposal for the same contract, and is in all ways fair and without collusion or fraud.

Name and Title of Owner/Legally  
Authorized Representative: \_\_\_\_\_

Signature of Owner/Legally  
Authorized Representative: \_\_\_\_\_

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

***PLEASE ATTACH PLAN AND PRICING PROPOSED FOR THIS PROJECT.***



**FORM 1295 (Certificate of Interested Parties) NOW REQUIRED FOR ALL APPROVED VENDORS**

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 a signed contract to the governmental or state agency.

Since the Board of Trustees will adopt approved vendor lists for the advertised categories, vendors must comply with this mandate prior to doing business with Waxahachie Independent School District.

Vendors submitting a sealed proposal must also log into the Texas Ethics Commission website in order to file Form 1295. Use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. *The completed Form 1295 with the certification filing must be filed with Waxahachie ISD. Please mail the copy to 411 N. Gibson St., Waxahachie, Texas 75165, Attn: Wendy Ross.*

On the Texas Ethics Commission website there is a section of frequently asked questions available to help vendors understand this mandated process.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor 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 vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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

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

## OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

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

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

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

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

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

\_\_\_\_\_  
Date

**WAXAHACHIE INDEPENDENT SCHOOL DISTRICT  
411 N. GIBSON ST.  
WAXAHACHIE, TEXAS 75165**

**FELONY CONVICTION NOTICE**

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.

**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

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

**VENDOR'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 or 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):** \_\_\_\_\_

**Details of Conviction(s):** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Company Official:** \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type.  
See Specific Instructions on page 3.

<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 of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	<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) _____  (Applies to accounts maintained outside the U.S.)
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	<b>Requester's name and address (optional)</b>
<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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number										
or										
Employer identification number										

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

## General Instructions

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

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

## 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, later.



**EPCNT INTERLOCAL AGREEMENT CONSENT FORM**  
**EDUCATIONAL PURCHASING COOPERATIVE OF NORTH TEXAS (EPCNT)**

This form is used for vendors to indicate agreement with allowing member districts and qualifying government entities access to any resulting contract or agreement to purchase under an Interlocal Agreement. Such purchases will be made directly with the requesting school district or government entity and Waxahachie ISD will not serve as a collection agency or otherwise administer purchases for or on behalf of other qualifying entities or awarded vendor(s) under any resulting agreement.

**THIS FORM MUST BE COMPLETED AND RETURNED FOR A PROPOSAL  
OR BID TO BE CONSIDERED.**

**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 purchase of goods and services from third party vendors, 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 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 Vendors 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 vendors 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 Waxahachie 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 vendor) agree that all terms, conditions, specifications, and pricing apply to and are available to those entities?

☐ Yes ☐ No

**If you (the Vendor) checked yes, the following will apply:** Governmental entities utilizing Interlocal Government contracts with the Waxahachie 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 Waxahachie Independent School District will be billed directly from the vendor and will pay the vendor directly. The Waxahachie 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>

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Printed Name

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Signature

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Date