

Notice of Sale and Official Bid Form

Dated: June 14, 2022

TARRANT COUNTY COLLEGE DISTRICT

(A Political Subdivision of the State of Texas Located in Tarrant County, Texas)

\$377,500,000*

General Obligation Bonds, Series 2022

Bids Due

June 21, 2022 at 9:30 A.M. LOCAL TIME

**Preliminary; subject to change.*

CONTACTS

Issuer

Susan Alanis
Chief Operating Officer
Tarrant County College District
1500 Houston Street
Fort Worth, Texas 76102
(817) 515-5202

Bond Counsel

McCall, Parkhurst & Horton L.L.P.
717 North Harwood, Suite 900
Dallas, TX 75201
Jeff Leuschel (214) 754-9234
jleuschel@mphlegal.com

Co-Financial Advisors

PFM Financial Advisors LLC
750 North Saint Paul Street, Suite 540
Dallas, TX 75201
Jennifer Arndt (214) 247-7076
arndtj@pfm.com

Tijerina Galvan Lawrence LLC
101 Summit Avenue, Suite 406
Fort Worth, TX 76102
(817) 935-0888

Adrian Galvan aglavan@tgllfc.com
Esther Young eyoung@tgllfc.com

i-Deal, LLC

1359 Broadway, 2nd Floor
New York, New York 10018
(212) 849-5024

**NOTICE OF SALE
AND
BIDDING INSTRUCTIONS**

ON

\$377,500,000*

**TARRANT COUNTY COLLEGE DISTRICT
(A Political Subdivision of the State of Texas located in Tarrant County, Texas)
GENERAL OBLIGATION BONDS, SERIES 2022**

THE SALE

BONDS OFFERED FOR SALE AT COMPETITIVE BID: The Tarrant County College District (the "District") is offering for sale at competitive bid its \$377,500,000* General Obligation Bonds, Series 2022 (the "Bonds").

Bidders may submit bids for the Bonds electronically by internet as described below in "BIDS BY INTERNET."

BIDS BY INTERNET: Interested bidders may, at their option and risk, submit their bid by electronic media, as described below, by 9:30 a.m., local time, on June 21, 2022. Bidders submitting a bid by internet shall not be required to submit signed Official Bid Forms prior to the award. Any prospective bidder that intends to submit an electronic bid must submit its electronic bid via the facilities of the i-Deal, LLC Parity System ("PARITY").

In the event of a malfunction in the electronic bidding process, bidders may submit their bids by email to arndtj@pfm.com and agalvan@tgifc.com. Any bid received after the scheduled time for their receipt will not be accepted.

The official time for the receipt of bids shall be the time maintained by PARITY. All electronic bids shall be deemed to incorporate the provisions of the Official Notice of Sale, Official Bid Form, and the Preliminary Official Statement. To the extent that any instructions or directions set forth in PARITY conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about the PARITY System, potential bidders may contact i-Deal LLC at 1359 Broadway, 2nd Floor, New York, New York 10018, Telephone 212-849-5021.

An electronic bid made through the facilities of the PARITY System shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Official Notice of Sale, and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of PARITY, the use of such facilities being the sole risk of the prospective bidder.

BIDS BY FACSIMILE: BIDS BY FACISIMILE WILL NOT BE ACCEPTED.

BIDS BY TELEPHONE: BIDS BY TELEPHONE WILL NOT BE ACCEPTED.

PLACE AND TIME OF BID OPENING: The bids for the Bonds will be opened and reviewed at the offices of the District at 9:30 a.m., local time, on June 21, 2022.

THE BONDS

DESCRIPTION: The Bonds will be dated July 1, 2022 (the "Dated Date"). Interest will accrue from the Date of Delivery, anticipated to be July 12, 2022, and will be due on February 15, 2023, and each August 15 and February 15 thereafter until the earlier of maturity or prior redemption. Interest will be calculated on the basis of a 360-day year consisting of twelve 30 day months. The Bonds will be issued as fully registered obligations in book-entry form only, and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository (the "Securities Depository"). Book-entry interests in the Bonds will be made available for purchase in the principal amount of \$5,000 or any integral multiple thereof within a maturity. Purchasers of the Bonds ("Beneficial Owners") will not receive physical delivery of Bonds representing their interest in the Bonds purchased. So long as DTC or its nominee is the registered owner of the Bonds, the principal of and interest on the Bonds will be payable by UMB Bank, N.A., ("UMB") as Paying Agent/Registrar, to the Securities Depository, which will in turn remit such principal and interest to its Participants, which will in turn remit such principal and interest to the Beneficial Owners of the Bonds. (See "BOOK-ENTRY-ONLY SYSTEM" in the Preliminary Official Statement.) The Bonds will mature in each year as follows unless the bidder elects to have one or more term Bonds as provided below.

** Preliminary; subject to change. See "THE BONDS – Adjustment of Principal Amount and Maturity Schedule for the Bonds" and "CONDITIONS OF THE SALE – Type of Bids and Interest Rates".*

MATURITY SCHEDULE*

<u>Maturity (August 15)</u>	<u>Principal Amount*</u>	<u>Maturity (August 15)</u>	<u>Principal Amount*</u>
2023	\$10,345,000	2033	\$19,210,000
2024	12,380,000	2034	19,975,000
2025	13,000,000	2035	20,775,000
2026	13,650,000	2036	21,605,000
2027	14,335,000	2037	22,470,000
2028	15,050,000	2038	23,370,000
2029	15,805,000	2039	24,305,000
2030	16,595,000	2040	25,280,000
2031	17,425,000	2041	26,290,000
2032	18,295,000	2042	27,340,000

ADJUSTMENT OF PRINCIPAL AMOUNT AND MATURITY SCHEDULE FOR THE BONDS: After selecting the winning bid submitted by the winning bidder (the “Initial Purchaser”), the aggregate principal amount of the Bonds and principal amortization schedule may be adjusted as determined by the District and its Co-Financial Advisors in \$5,000 increments to reflect the actual interest rates and to create the desired debt service schedule for the District. The dollar amount bid for the Bonds by the winning bidder will be adjusted proportionately to reflect any increase or decrease in the aggregate principal amount of the Bonds finally determined to be issued. The District will use its best efforts to communicate to the winning bidder any such adjustment within four (4) hours after the opening of the bids.

Upon receipt of the initial reoffering prices from the winning bidder, the Co-Financial Advisors will calculate the winning bidder’s total per bond underwriter’s compensation (fees and expenses). Any adjustments to the aggregate principal amount of the Bonds and the maturity schedule will be made in a manner that does not decrease the winning bidder’s underwriter’s compensation on a per bond basis.

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified in the original bid. However, the award will be made to the bidder whose bid produces the lowest true interest cost rate, calculated as specified herein, without taking into account any adjustment in the amount of Bonds pursuant to this section.

In the event that the District and its Co-Financial Advisors exercise the right to make adjustments to the aggregate principal amount of the Bonds and/or the principal installment amount in the maturity schedule after the deadline for the submission of bids, the winning bidder must execute and deliver to the District an acknowledgment of an agreement with such modification and adjusted maturity schedule upon the award of the Bonds to such winning bidder, and the Bonds shall be payable in the principal amounts contained therein and shall bear interest at the respective interest rates submitted to PARITY by the winning bidder.

OPTIONAL REDEMPTION: The District reserves the right, at its option, to redeem the Bonds having stated maturities on and after August 15, 2033, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 2032, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

SERIAL BONDS AND/OR TERM BONDS: Bidders may provide that all of the Bonds be issued as serial maturities or may provide that any two or more consecutive annual principal installment amounts be combined into one or more term Bonds (see “Mandatory Sinking Fund” below).

MANDATORY SINKING FUND REDEMPTION: If the successful bidder elects to alter the Maturity Schedule reflected above and convert consecutive annual principal installment amounts of the Bonds into “Term Bonds,” such Term Bonds shall be subject to mandatory sinking fund redemption on the first August 15 next following the last maturity for Serial Bonds as reflected in the bidder’s bid, and annually thereafter on each August 15 until the stated maturity for the Term Bonds at the redemption prices of par plus accrued interest to the date of redemption. The principal amounts of the Term Bonds to be redeemed on each mandatory sinking fund redemption date shall be the principal amounts that would have been due and payable in the Maturity Schedule had no conversion to Term Bonds occurred. At least thirty (30) days prior to each mandatory sinking fund redemption date, the Paying Agent/Registrar shall select by lot or other customary random selection method the Term Bonds to be redeemed and cause a notice of redemption to be given in the manner provided in the Preliminary Official Statement.

**Preliminary; subject to change. See “THE BONDS – Adjustment of Principal Amount and Maturity Schedule for the Bonds” and “CONDITIONS OF THE SALE – Type of Bids and Interest Rates”.*

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of such mandatory sinking fund redemption provisions may be reduced, at the option of the District, by the principal amount of the Term Bonds of the same maturity which (i) have been acquired by the District, with funds on deposit in the Interest and Sinking Fund for the Bonds at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) have been redeemed pursuant to the optional redemption provisions (see "Optional Redemption" below) and not theretofore credited against a mandatory sinking fund redemption requirement.

The final Official Statement will incorporate the mandatory sinking fund redemption provisions for the Term Bonds in the event the successful bidder elects to convert serial maturities into one or more Term Bonds.

AUTHORITY FOR ISSUANCE AND SOURCE OF PAYMENT: The Bonds are authorized and issued pursuant to the constitution and general laws of the State, particularly Section 130.122, Texas Education Code, as amended, and Chapter 1371, Texas Government Code, as amended ("Chapter 1371"), an election held in the District on November 5, 2019, and the order (the "Bond Order") adopted by the Board on May 26, 2022.

PAYING AGENT/REGISTRAR: The initial Paying Agent/Registrar shall be UMB Bank, N.A. In the Bond Order, the District covenants to provide a Paying Agent/Registrar at all times while the Bonds are outstanding, and any Paying Agent/Registrar selected by the District shall be a commercial bank or trust company organized under the laws of the United States and any state and duly qualified and legally authorized to serve and perform the duties of the Paying Agent/Registrar for the Bonds. The Paying Agent/Registrar will maintain the Security Register containing the names and addresses of the registered owners of the Bonds.

In the Bond Order, the District retains the right to replace the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, such Paying Agent/Registrar, promptly upon the appointment of a successor, is required to deliver the Security Register to the successor Paying Agent/Registrar.

In the event there is a change in the Paying Agent/Registrar, the District will notify each registered owner of the Bonds by United States mail, first-class postage prepaid, at the address in the Security Register, stating the effective date of the change and the mailing address of the successor Paying Agent/Registrar.

BOOK-ENTRY-ONLY SYSTEM: The District intends to utilize the book-entry-only system of The Depository Trust Company ("DTC"). See "OBLIGATION INFORMATION - Book-Entry-Only System" in the Preliminary Official Statement.

OFFICIAL STATEMENT AND OTHER TERMS AND COVENANTS IN THE BOND ORDER: Further details regarding the Bonds are set forth in the Preliminary Official Statement. See "THE SALE - Preliminary and Final Official Statement" above.

CONDITIONS OF THE SALE

TYPE OF BIDS AND INTEREST RATES: The Bonds will be sold in one block on an "All or None" basis. **The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP") and underwriter's discount may not be less than 100% of the aggregate principal amount of the Bonds.** Bidders are invited to name the rate(s) of interest to be borne by the Bonds via their electronic bid, provided that each rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1% and the net effective interest rate must not exceed 15%. The highest rate bid may not exceed the lowest rate bid by more than 3% in rate. No individual maturity shall have a price of less than 98%. No limitation is imposed upon bidders as to the number of rates or changes which may be used. All Bonds of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered.

BASIS FOR AWARD: The sale of the Bonds will be awarded to the bidder making a bid that conforms to the specifications herein and which produces the lowest True Interest Cost Rate to the District. The True Interest Cost Rate is that rate which, when used to compute the total present value as of the Date of Delivery of all debt service payments on the Bonds on the basis of semi-annual compounding, produces an amount equal to the Net Bond Proceeds (defined as the par amount of the Bonds, plus any OIP, less any OID and underwriter's discount on the Bonds calculated on a 360 day year to the Date of Delivery). In the event of a bidder's error in interest cost rate calculations, the interest rates, and premium, if any, set forth, or incorporated by reference, in the Official Bid Form will be considered as the intended bid.

The District reserves the right to reject any and all bids and to waive any irregularity or informality of any bid, except time of submission.

IMPACT OF BIDDING SYNDICATE ON AWARD: For purposes of contracting for the sale of the Bonds, the entity signing the bid form as Purchaser shall be the sole contracting party with the District in connection with the sale of the Bonds and shall be solely responsible for the payment of the purchase price of the Bonds. The Purchaser may serve as a syndicate manager and contract under a separate agreement with other syndicate members. However, the District is not a party to that agreement and any information provided regarding syndicate managers would be for informational purposes only.

GOOD FAITH DEPOSIT: A Good Faith Deposit, payable to the “Tarrant County College District”, in the amount of \$3,775,000, which is 1% of the par value of the Bonds, is required. Such Good Faith Deposit shall be in the form of a Cashier’s Check, or its equivalent. If a Cashier’s Check is used, it is to be retained uncashed by the District pending the Initial Purchaser’s compliance with the terms of the Official Bid Form and this Notice of Sale and Bidding Instructions. The Good Faith Deposit, if in the form of a Cashier’s Check, may accompany the Official Bid Form or it may be submitted separately, in either case it must be in the possession of the District’s Co-Financial Advisors prior to the Sale Time in order to qualify to bid electronically. If a Cashier’s Check is submitted separately, it shall be made available to the District prior to the opening of the bids, and shall be accompanied by instructions from the bank on which drawn which authorizes its use as a Good Faith Deposit by the Initial Purchaser who shall be named in such instructions. **The Good Faith Deposit of the Initial Purchaser utilizing a Cashier’s Check will be returned to the Initial Purchaser upon payment for the Bonds.** No interest will be allowed on the Good Faith Deposit. The Cashier’s Checks accompanying bids other than the winning bid will be returned immediately after the bids are opened, and an award of the Bonds has been made.

In the event the Initial Purchaser should fail or refuse to take up and pay for the Bonds in accordance with the bid, or if it is determined after the acceptance of its bid by the District that the Initial Purchaser was found not to satisfy the requirements described below under **STANDING LETTER REQUIREMENT** and as a result the Texas Attorney General will not deliver its approving opinion of the Bonds, then said check shall be cashed and accepted by the District as full and complete liquidated damages.

The Good Faith Deposit will be returned in full to the Initial Purchaser upon payment for the Bonds. If the Initial Purchaser should fail to pay for the Bonds in accordance with its bid, then the Good Faith Deposit will be accepted by the District as full and complete liquidated damages.

OFFICIAL STATEMENT

To assist the Initial Purchaser in complying with Rule 15c2-12, as amended (the “Rule”), of the United States Securities and Exchange Commission (“SEC”), the District and the Initial Purchaser contract and agree, by the submission and acceptance of the winning bid, as follows:

COMPLIANCE WITH RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION: The District will approve and authorize distribution of the accompanying Preliminary Official Statement for dissemination to potential purchasers of the Bonds, and the District does not presently intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District deems the accompanying Preliminary Official Statement to be final as of its date, within the meaning of the Rule, except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Initial Purchaser and other similar information, terms and provisions to be specified in the competitive bidding process. The Initial Purchaser shall be responsible for promptly informing the District of the initial offering yields of the Bonds. Thereafter, the District will complete and authorize distribution of the final Official Statement, being a modification of the Preliminary Official Statement, identifying the Initial Purchaser and containing such information omitted in the Preliminary Official Statement as permitted by the Rule. The District does not intend to amend or supplement the Official Statement otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final Official Statement or any amendment or supplement thereto in the requested quantity to the Initial Purchaser on or after the sale date, the District intends the same to be final as of such date, within the meaning of the Rule. Notwithstanding the foregoing, the District makes no representation concerning the absence of material misstatements or omissions from the Official Statement, except only as and to the extent under “CERTIFICATION OF THE OFFICIAL STATEMENT” as described below.

FINAL OFFICIAL STATEMENT: The District will furnish to the Initial Purchaser, within seven (7) business days after the sale date, an aggregate maximum of twenty-five (25) copies of the Official Statement (and 25 copies of any addenda, supplement or amendment thereto), together with information regarding interest rates, and other terms relating to the reoffering of the Bonds. In addition, the District agrees to provide, or cause to be provided, to the Initial Purchaser, the Preliminary Official Statement and the Official Statement and any amendments or supplements thereto in a “designated electronic format” (or printed format with respect to the final Official Statement) as may be required for the Initial Purchaser to comply with the Rule or the rules of the Municipal Securities Rulemaking Board (“MSRB”). The District consents to the distribution of such documents in a “designated electronic format.” Upon receipt, the Initial Purchaser shall promptly file the Official Statement with the MSRB in accordance with the applicable MSRB rules. The Initial Purchaser may arrange at its own expense to have the Official Statement reproduced and printed if it requires more copies and may also arrange, at its own expense and responsibility, for completion and perfection of the first or cover page of the Official Statement so as to reflect interest rates and other terms and information related to the reoffering of the Bonds. The Initial Purchaser will be responsible for providing information concerning the District and the Bonds to subsequent purchasers of the Bonds, and the District will undertake no responsibility for providing such information other than to make the Official Statement available to the Initial Purchaser as provided herein. The District’s obligation to supplement the Official Statement to correct key representations determined to be omitted or materially misleading after the date of the Official Statement shall terminate 25 days after the Initial Delivery date.

CHANGES TO OFFICIAL STATEMENT: If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser

elects to terminate its obligation to purchase the Bonds, as described below under "DELIVERY AND ACCOMPANYING DOCUMENTS - Conditions to Delivery," the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement reasonably satisfactory to the Initial Purchaser.

CERTIFICATION OF THE OFFICIAL STATEMENT: At the time of payment for and delivery of the hereinafter defined Initial Bonds ("Initial Delivery"), the Initial Purchaser will be furnished a certificate, executed by an authorized representative of the District, acting in such person's representative capacity, to the effect that to the best of such person's knowledge and belief: (a) the descriptions and statements of or pertaining to the District contained in the Official Statement, and any addenda, supplement or amendment thereto, on the date of the Official Statement, on the date of sale of the Bonds and the acceptance of the best bid therefor, and on the date of the delivery, were and are true and correct in all material respects; (b) insofar as the District and its affairs, including its financial affairs, are concerned, the Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect; (c) insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the District, and their activities contained in the Official Statement are concerned, such statements and data have been obtained from sources which the District believes to be reliable and the District has no reason to believe that they are untrue in any material respect; and (d) there has been no material adverse change in the financial condition of the District since the date of the last audited financial statements of the District.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

INITIAL DELIVERY OF BONDS: Initial delivery will be accomplished by the issuance of an initial Bond (also called the "Initial Bond"), either in typed or printed form, in the aggregate principal amount of \$377,500,000*, payable to the Initial Purchaser, signed by the District, in the manner provided in the Bond Order, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts.

Upon delivery of the Initial Bond, it shall be immediately canceled and one certificate for each maturity of the Bonds will be delivered and deposited with DTC in connection with DTC's book-entry-only system. Initial delivery will be at the office of the Paying Agent/Registrar.

Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Initial Purchaser will be given six business days' notice of the time fixed for delivery of the Bonds. It is anticipated that initial delivery of the Initial Bond can be made on or about July 12, 2022, and it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the Bonds by 11:00 AM, Tarrant County, Texas time, on July 12, 2022 or thereafter on the date the Bond is tendered for delivery, up to and including August 12, 2022. If for any reason the District is unable to make delivery on or before August 12, 2022, the District shall immediately contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty days. If the Initial Purchaser does not elect to extend its offer within six days thereafter, then its Good Faith Deposit will be returned, and both the District and the Initial Purchaser shall be relieved of any further obligation. In no event shall the District be liable for any damages by reason of its failure to deliver the Bonds, provided such failure is due to circumstances beyond the District's reasonable control.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will appear on the Bonds, but neither the failure to print or type such number on any certificate nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of this Notice of Sale and Bidding Instructions and the terms of the Official Bid Form. All expenses in relation to the printing or typing of CUSIP numbers on the Bonds shall be paid by the District; provided, however, that the charges of CUSIP Global Services for the assignment of the numbers shall be the responsibility of and shall be paid for by the Initial Purchaser.

CONDITIONS TO DELIVERY: The obligation of the Initial Purchaser to take up and pay for the Bonds is subject to the Initial Purchaser's receipt of (a) the legal opinion of McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), (b) the no-litigation certificate, (c) the certification as to the Official Statement, and (d) a copy of the Bond Order containing the continuing disclosure agreement, all as further described hereinafter.

ESTABLISHING THE ISSUE PRICE FOR THE BONDS: The District intends to rely on Treasury Regulation section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of municipal bonds), which require, among other things, that the District receives bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds (the "Competitive Sale Requirement").

In the event that the bidding process does not satisfy the Competitive Sale Requirement, Bids will not be subject to cancellation and the winning bidder (i) agrees to promptly report to the District the first prices at which at least 10% of each maturity of the Bonds (the "First Price Maturity") have been sold to the Public on the Sale Date (the "10% Test") (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test) and (ii) agrees to hold-the-

* Preliminary; subject to change. See "THE BONDS – Adjustment of Principal Amount and Maturity Schedule for the Bonds" and "CONDITIONS OF THE SALE – Type of Bids and Interest Rates".

offering-price of each maturity of the Bonds that does not satisfy the 10% Test (“Hold-the-Price Maturity”), as described below.

In order to provide the District with information that enables it to comply with the establishment of the issue price of the Bonds under the Internal Revenue Code of 1986, as amended, the winning bidder agrees to complete, execute, and timely deliver to the District or to PFM Financial Advisors LLC (the District’s “Municipal Advisor”), a certification as to the Bonds’ “issue price” (the “Issue Price Certificate”) substantially in the form and to the effect attached hereto or accompanying this Official Notice of Sale and Bidding Instructions, within 5 business days prior to the Closing Date if the Competitive Sale Requirement is satisfied or within 5 business days of the date on which the 10% Test is satisfied with respect to all of the First Price Maturities. In the event the winning bidder will not reoffer any maturity of the Bonds for sale to the Public (as defined herein) by the Closing Date, the Issue Price Certificate may be modified in a manner approved by the District. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain such facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel (identified in the Preliminary Official Statement).

For purposes of this section of this Official Notice of Sale and Bidding Instructions:

- (i) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to the Underwriter,
- (ii) “Underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public),
- (iii) “Related Party” means any two or more persons (including an individual, trust, estate, partnership, association, company, or corporation) that are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “Sale Date” means the date that the Bonds are awarded by the District to the winning bidder.

All actions to be taken by the District under this Official Notice of Sale and Bidding Instructions to establish the issue price of the Bonds may be taken on behalf of the District by the District’s Municipal Advisor, and any notice or report to be provided to the District may be provided to the District’s Municipal Advisor.

The District will consider any bid submitted pursuant to this Official Notice of Sale and Bidding Instructions to be a firm offer for the purchase of the Bonds, as specified in the bid and, if so stated, in the Official Bid Form.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A) to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until either all such Bonds have been sold or it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity, (B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a Related Party to an Underwriter, and (C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the winning bidder will assume that based on such agreement each order submitted by the Underwriter, dealer or broker-dealer is a sale to the Public; and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each Underwriter or dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it until either all such Bonds have been sold or it is notified by the winning bidder or such Underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity. Sales of any Bonds to any person that is a Related Party to an Underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale and Bidding Instructions.

By submitting a bid, the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Bonds, that each Underwriter will neither offer nor sell any Hold-the-Price Maturity to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of (1) the close of the fifth (5th) business day after the Sale Date; or (2) the date on which the Underwriters have sold at least 10% of that Hold-the-Price Maturity to the

Public at a price that is no higher than the initial offering price to the Public. The winning bidder shall promptly advise the District when the Underwriters have sold 10% of a Hold-the-Price Maturity to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

ADDITIONAL CONDITION OF AWARD – DISCLOSURE OF INTERESTED PARTIES: Described hereinafter is a new obligation of the District to receive information from the winning bidder if the bidder is not a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity (a “Privately Held Bidder”). Pursuant to Texas Government Code Section 2252.908 (the "Interested Party Disclosure Act"), the District may not award the Bonds to a winning bidder which is a Privately Held Bidder unless such party submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the District as prescribed by the Texas Ethics Commission ("TEC"). In the event that a Privately Held Bidder's bid for the Bonds is the best bid received, the District, acting through its Co-Financial Advisors, will promptly notify the winning Privately Held Bidder. That notification will serve as the District's conditional verbal acceptance of the bid, and will obligate the winning Privately Held Bidder to establish (unless such winning Privately Held Bidder has previously so established) an account with the TEC, and promptly file a completed Disclosure Form, as described below, in order to allow the District to complete the award.

Process for completing the Disclosure Form. Reference should be made to the Disclosure Form, the rules of the TEC with respect to the Disclosure Form (the "Disclosure Rules") and the Interested Party Disclosure Act. Instructional information regarding such matters are set forth at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. For purposes of completing the Disclosure Form a Privately Held Bidder will need the following information: (a) item 2 – name of governmental entity: “Tarrant County College District” and (b) item 3 – the identification number assigned to this contract by the District: “**TCC GO BONDS 2022**”, and a description of the services to be provided under the contract: Purchase of Bonds of Obligation. The Interested Party Disclosure Act and the Disclosure Rules require Privately Held Bidders to complete the form at the TEC Internet "portal" that may be accessed at the URL set forth above, and then print, sign and deliver the Disclosure Form to the District at: susan.alanis@tccd.edu and arndtj@pfm.com.

Following the award of the Bonds, the District will acknowledge receipt of the completed Disclosure Form through the TEC website, as required by the law.

Preparations for completion, and the significance of, the reported information. In accordance with the Interested Party Disclosure Act, the information reported by the winning Privately Held Bidder must be declared by an authorized agent of the Privately Held Winning Bidder. No exceptions may be made to that requirement. The Interested Party Disclosure Act and the Disclosure Form provides that such acknowledgment is made “under penalty of perjury.” Consequently, a winning Privately Held Bidder should take appropriate steps prior to completion of the Disclosure Form to familiarize itself with the Interested Party Disclosure Act, the Disclosure Rules and the Disclosure Form. Time will be of the essence in submitting the form to the District, and no final award will be made by the District regarding the sale of the Bonds until a completed Disclosure Form is received. If applicable, the District reserves the right to reject any bid that does not satisfy the requirement of a completed Disclosure Form, as described herein. Neither the District nor its consultants have the ability to verify the information included in a Disclosure Form, and neither party has an obligation nor undertakes responsibility for advising any bidder with respect to (1) the bidder's obligation to submit the Disclosure Form or (2) the proper completion of the Disclosure Form. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form, if required, promptly upon notification from the District that its bid is the conditional winning bid. Instructional videos on logging in and creating a certificate are provided on the TEC's website at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

ANTI-BOYCOTT VERIFICATION: The Purchaser will be required to represent that, to the extent Section 2271.002 of the Texas Government Code is applicable to the sale of the Bonds, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, neither the Purchaser nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Purchaser, (i) boycotts Israel or (ii) will boycott Israel through the delivery date of the Bonds. For purposes of this representation, the terms “boycotts Israel” and “boycott Israel” have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

IRAN, SUDAN, AND FOREIGN TERRORISTS ORGANIZATIONS: Additionally, the Purchaser will be required to represent that, as of the date of the bid form associated with the Bonds, to the extent the purchase of the Bonds represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable Federal law, neither the Purchaser, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Purchaser is an entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 of the Texas Government Code.

COMPLIANCE WITH LAW PROHIBITING CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS: To the extent the winning bid for the Bonds constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, the bidder verifies, for purposes of Chapter 2274 of the Texas Government Code, as amended, that neither the winning bidder nor any syndicate member listed on the Official Bid Form, nor any parent company, wholly-or majority-owned subsidiaries, and other affiliates of the same, if any, (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association;

and (2) will not discriminate through the delivery date of the Tax-Exempt Bonds against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” (A) means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. The bidder and each syndicate member listed on the Official Bid Form understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the bidder or any syndicate member listed on the Official Bid Form within the meaning of Securities and Exchange Commission (“SEC”) Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

COMPLIANCE WITH LAW PROHIBITING CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES: To the extent the winning bid for the Bonds constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, neither the winning bidder nor any syndicate member listed on the Official Bid Form, nor any parent company, wholly-or majority-owned subsidiaries, and other affiliates of the same, if any, do not boycott energy companies and, will not boycott energy companies through the delivery date of the Bonds. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The winning bidder and any syndicate member listed on the Official Bid Form understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the bidder or any syndicate member listed on the Official Bid Form within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit.

STANDING LETTER REQUIREMENT: Each prospective bidder must have a standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General’s Office as required by the All Bond Counsel Letter of the Texas Attorney General dated September 22, 2021 (the “All Bond Counsel Letter”). In submitting a bid, a bidder represents to the District that it has filed a standing letter that conforms to the requirements set forth in the All Bond Counsel Letter and it has no reason to believe that the District may not be entitled to rely on the standing letter on file with the Municipal Advisory Council of Texas and the Texas Attorney General’s Office. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter meeting the requirements of the above-described All Bond Counsel Letter.

The District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. In the event that a bidder does not have such standing letter on file at the time of submission of a bid, the bidder agrees to file such standing letter with the Municipal Advisory Council of Texas and the Texas Attorney General’s Office by the earlier of: (a) two (2) hours after submitting its bid, and (b) the deadline for bids for the Bonds.

FURTHER STATE LAW COMPLIANCE: In addition to the foregoing, by submission of a bid, the bidder represents that neither it, nor its parent company, subsidiaries, or affiliates, has received a letter from the Texas Comptroller related to its inclusion on any list of financial companies boycotting energy companies.

BY SUBMITTING A BID, EACH BIDDER AGREES, SHOULD IT BE THE WINNING BIDDER, TO COOPERATE WITH THE DISTRICT AND TAKE ANY ACTION NECESSARY TO FURTHER VERIFY AND CONFIRM COMPLIANCE WITH STATE LAW.

LEGAL OPINIONS: The Bonds are offered when, as and if issued, subject to the approval of the Attorney General of the State of Texas. Delivery of and payment for the Bonds is subject to the receipt by the Initial Purchaser of the opinion of Bond Counsel, to the effect that, based on a review of a transcript of proceedings relating to the issuance of the Bonds, the Bonds are valid and binding obligations of the District and that the interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described under “TAX MATTERS” in the Official Statement. References herein to the opinion of Bond Counsel are qualified in their entirety to the proposed form of Bond Counsel’s opinion that is attached as an appendix to the Official Statement. In connection with the transactions described in the Official Statement, Bond Counsel represents only the District.

CERTIFICATION AS TO NO-LITIGATION AND OFFICIAL STATEMENT: At the time of payment for, and initial delivery of, the Bonds, the District will execute and deliver to the Initial Purchaser a no-litigation certificate as described in the Official Statement.

At the time of payment for and delivery of the Bonds, the Initial Purchaser will also be furnished a certificate, executed by proper officers, acting in their official capacity, to the effect that to the best of their knowledge and belief: (a) the description and statements of or pertaining to the District contained in its Official Statement, and any addenda, supplement or amendment thereto, on the date of such Official Statement, on the date of sale of the Bonds and the acceptance of the best bid therefor, and on the date of the delivery, were and are true and correct in all material respects; (b) insofar as the District and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the District, and their activities contained in such Official Statement are concerned, such statements and data have been obtained from sources which the District believes to be reliable and the District has no reason to believe that they are untrue in any material respect; and (d) there has been no material adverse change in the financial condition of the District since the date of the last audited financial statements of the District.

CHANGE IN TAX-EXEMPT STATUS: At any time before the Bonds are tendered for delivery, the Initial Purchaser may withdraw its bid if the interest received by private holders on obligations of the same type and character as the Bonds shall be declared to be taxable income under present federal income tax laws, either by ruling of the Internal Revenue Service or by a decision of any federal court, or shall be declared taxable or be required to be taken into account in computing any federal income taxes, by the terms of any federal income tax law enacted subsequent to the date of this Notice of Sale and Bidding Instructions.

CONTINUING DISCLOSURE AGREEMENT: The District will agree in the Bond Order to provide certain periodic information and notices of certain events in accordance with the Rule, as described in the Official Statement under “CONTINUING DISCLOSURE OF INFORMATION”. The Initial Purchaser’s obligation to accept and pay for the Bonds is conditioned upon delivery to the Initial Purchaser or its agent of a copy of the Bond Order containing the agreement described under such subcaption in addition to the other documents described under the subheading “Conditions to Delivery” above.

GENERAL

CO-FINANCIAL ADVISORS: PFM Financial Advisors LLC (“PFM”) and Tijerina Galvan & Lawrence Financial Consultants (“TGL”) are employed as Co-Financial Advisors to the District in connection with the issuance of the Bonds. The Co-Financial Advisors’ fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. PFM and TGL, in their capacity as Co-Financial Advisors, have relied on the opinion of Bond Counsel and have not verified and does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

BLUE SKY LAWS: By submission of its bid, the Initial Purchaser represents that the sale of the Bonds in states other than Texas will be made only pursuant to exemptions from registration or, where necessary, the Initial Purchaser will register the Bonds in accordance with the securities law of the states in which the Bonds are offered or sold. The District agrees to cooperate with the Initial Purchaser, at the Initial Purchaser’s written request and expense, in registering the Bonds or obtaining an exemption from registration in any state where such action is necessary; provided, however, that the District shall not be obligated to execute a general or special consent to service of process in any such jurisdiction.

NOT AN OFFER TO SELL: This Notice of Sale and Bidding Instructions does not alone constitute an offer to sell the Bonds, but is merely notice of the sale of the Bonds. The offer to sell the Bonds is being made by means of this Notice of Sale and Bidding Instructions, the Official Bid Form and the Official Statement. Prospective purchasers are urged to carefully examine the Official Statement to determine the investment quality of the Bonds.

RATINGS: The Bonds are rated “AAA” by S&P Global Ratings, a division of Standard & Poor’s Financial Services, LLC (“S&P”). See “OTHER RELEVANT INFORMATION – Ratings” in the Official Statement.

MUNICIPAL BOND INSURANCE: In the event the Bonds are qualified for municipal bond insurance, and the Initial Purchaser desires to purchase such insurance, the cost therefor **will be paid by the Initial Purchaser**. Any fees to be paid to the rating agencies as a result of said insurance **will be paid by the District**. It will be the responsibility of the Initial Purchaser to disclose the existence of insurance, its terms and the effect thereof with respect to the reoffering of the Bonds.

THE OFFICIAL STATEMENT AND COMPLIANCE WITH SEC RULE 15c2-12: The District has prepared the accompanying Official Statement and, for the limited purpose of complying with the Rule, deems such Official Statement to be final as of its date within the meaning of the Rule for the purpose of review prior to bidding. Representations made and to be made by the District concerning the absence of material misstatements and omissions in the Official Statement are addressed elsewhere in this Notice of Sale and Bidding Instructions and in the Official Statement.

The District will furnish to the Initial Purchaser, or Initial Purchasers, acting through a designated senior representative, in accordance with instructions received from the Initial Purchaser(s), within seven (7) business days from the sale date up to 25 copies of the Official Statement including a like number of copies of a Supplement reflecting interest rates and other terms relating to the initial reoffering of the Bonds. The cost of preparation of the Supplement, or of a reprinted Official Statement, if the Initial Purchaser(s) shall so elect, and the cost of any Official Statement in excess of the number specified shall be prepared and distributed at the cost of the Initial Purchaser(s). The Initial Purchaser(s) shall be responsible for providing in writing the initial reoffering prices and other terms, if any, to the Co-Financial Advisors by the close of the next business day after the award. Except as noted above, the District assumes no responsibility or obligation for the distribution or delivery of any copies of the Official Statement in connection with the offering or reoffering of the subject securities.

Designated Financial Officer
Tarrant County College District

June 14, 2022

OFFICIAL BID FORM

Form 1295 Identification Number: TCCD GO BONDS 2022

Tarrant County College District
300 Trinity Campus Circle
Fort Worth, TX 76102

June 21, 2022

Members of the Board:

Reference is made to your Preliminary Official Statement and Notice of Sale and Bidding Instructions, dated June 14, 2022, of \$377,500,000* TARRANT COUNTY COLLEGE DISTRICT GENERAL OBLIGATION BONDS, SERIES 2022 (the "Bonds"), both of which constitute a part hereof.

For your legally issued Bonds, as described in said Notice of Sale and Bidding Instructions and Preliminary Official Statement, we will pay you par plus a cash premium of \$_____ for Bonds maturing and bearing interest as follows.

<u>Maturity (August 15)</u>	<u>Principal Amount*</u>	<u>Maturity (August 15)</u>	<u>Principal Amount*</u>
2023	\$10,345,000	2033	\$19,210,000
2024	12,380,000	2034	19,975,000
2025	13,000,000	2035	20,775,000
2026	13,650,000	2036	21,605,000
2027	14,335,000	2037	22,470,000
2028	15,050,000	2038	23,370,000
2029	15,805,000	2039	24,305,000
2030	16,595,000	2040	25,280,000
2031	17,425,000	2041	26,290,000
2032	18,295,000	2042	27,340,000

Of the principal maturities set forth in the table above, term Bonds have been created as indicated in the following table (which may include multiple term Bonds, one term certificate or no term Bonds if none is indicated). For those years which have been combined into a term certificate, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term Bonds maturity date shall mature in such year. The term Bonds created are as follows.

Maturity Date	Year of First Mandatory Sinking Fund Redemption	Principal Amount	Interest Rate
---------------	---	------------------	---------------

Our calculation (which is not a part of this bid) of the interest cost from the above is:

True Interest Cost Rate:

* Preliminary, subject to change

The Initial Bond shall be registered in the name of _____. We will advise The Depository Trust Company, New York, New York ("DTC") of registration instructions at least five business days prior to the date set for Initial Delivery.

A Cashier's Check of the _____ in the amount of \$3,775,000 which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this Bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding Instructions.

We agree to accept delivery of the Bonds utilizing the book-entry-only system through DTC and make payment for the Initial Bond by wire transfer in immediately available funds pursuant to written direction of the District, not later than 11:00 AM, Tarrant County Texas time, on July 12, 2022, or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions.

By executing this Official Bid Form, the bidder represents that, to the extent Section 2271.002 of the Texas Government Code is applicable to the sale of the Bonds, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, neither the bidder nor any syndicate member listed on the Official Bid Form nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, (i) boycotts Israel or (ii) will boycott Israel for the term of the agreement to purchase the Bonds. For purposes of this representation, the terms "boycotts Israel" and "boycott Israel" have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

To the extent this bid constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Legislature, Regular Session), Texas Government Code, as amended, the Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies through the date of initial delivery of the Certificates. The foregoing verification is made solely to enable the District to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall mean, without all ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Purchaser understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the bidder, within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit. In addition to the foregoing, the Purchaser hereby represents that neither it, nor its parent company, subsidiaries, or affiliates, has received a letter from the Texas Comptroller related to its inclusion on any list of financial companies boycotting energy companies.

To the extent this bid constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate through the date of initial delivery of the Bonds against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the District to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, 'discriminate against a firearm entity or firearm trade association' (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. As used in the foregoing verification, 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Purchaser understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the bidder, within the meaning of SEC Rule 405, 17. C.F.R. § 230.405, and exists to make a profit

By submission of this bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any

wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the bidder is a company listed by the Texas Comptroller of Public Accounts under Sections 808.05, or 2252.153 of the Texas Government Code.

Unless the bidder certifies that it is exempt from filing a Disclosure Form with the District, upon notification of conditional verbal acceptance, the undersigned will complete an electronic form of the Certificate of Interested Parties Form 1295 (the "Disclosure Form") through the Texas Ethics Commission's (the "TEC") electronic portal and the resulting certified Disclosure Form that is generated by the TEC's electronic portal will be printed, signed and sent by email to the District at susan.alanis@tccd.edu and to the District's Co-Financial Advisors at arndtj@pfm.com. The undersigned understands that the failure to provide the certified Disclosure Form will prohibit the District from providing final written award of the enclosed bid.

The bidder (mark one): (i) Agrees to timely make a filing of a completed Disclosure Form with the District [] or (ii) Hereby certifies that it is exempt from filing the Disclosure Form by virtue of being a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity []. If the bid is accepted by the District, this bid shall thereupon become a contract of purchase for the Bonds under the terms contained in this Official Bid Form and in the Official Notice of Sale. We hereby acknowledge that we have received and read the Official Notice of Sale and Preliminary Official Statement referred to above.

We agree to provide in writing the initial reoffering prices and other terms, if any, to the Co-Financial Advisors by the close of the next business day after the award. We also agree and hereby direct the Designated Financial Officer of the District to attach hereto our electronic bid which is hereby incorporated by reference for all purposes and thereby, by this directed incorporation by reference, completing the information needed for this manually executed bid form.

Respectfully submitted,

By: _____
Authorized Representative

ACCEPTANCE CLAUSE

The above and foregoing bid together with the electronic bid information completing such information as incorporated by reference and attached hereto is hereby in all things accepted by the Tarrant County College District, subject to and in accordance with the Notice of Sale and Bidding Instructions, this the 21st day of June, 2022.

Designated Financial Officer
Tarrant County College District

**Tarrant County College District
General Obligation Bonds, Series 2022**

ISSUE PRICE CERTIFICATE

The undersigned, as the underwriter or the manager of the syndicate of Underwriters (“Purchaser”), with respect to the purchase at competitive sale of the General Obligation Bonds, Series 2022 issued by the Tarrant County College District (“District”) in the principal amount of \$_____ (“Bonds”), hereby certifies and represents, based on its records and information, as follows:

(a) On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Purchaser, the Purchaser’s reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the “Expected Offering Prices”) to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Issue Price Certificate as Schedule A. The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds.

(b) The Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

(c) The bid submitted by the Purchaser constituted a firm bid to purchase the Bonds.

(d) The Purchaser has /has not purchased bond insurance for the Bonds. The bond insurance has been purchased from _____ (the “Insurer”) for a fee of \$_____ (net any nonguarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer’s commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arm’s-length charge for the transfer of credit risk and it has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. The present value of the debt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such fee that has not been earned.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature Page Follows]

The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)

ISSUE PRICE CERTIFICATE

(Sales where **less than 3 bids are received from underwriters**)

The undersigned, as the underwriter or the manager of the syndicate of Underwriters (“Purchaser”), with respect to the purchase at competitive sale of the General Obligation Bonds, Series 2022 issued by the Tarrant County College District (“District”) in the principal amount of \$ _____ (“Bonds”), hereby certifies and represents, based on its records and information, as follows:

(a) Other than the Bonds maturing in _____ (“Hold-the-Price Maturities”), if any, the first prices at which at least ten percent (“Substantial Amount”) of the principal amount of each maturity of the Bonds having the same credit and payment terms (“Maturity”) was sold on the Sale Date to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (“Public”) are their respective initial offering prices (the “Initial Offering Prices”), as listed in the pricing wire or equivalent communication for the Bonds that is attached to this Issue Price Certificate as Schedule A.

(b) On or before the first day on which there is a binding contract in writing for the sale of the Bonds (“Sale Date”), the Purchaser offered to the Public each Hold-the-Price Maturity at their respective Initial Offering Prices, as set forth in Schedule A hereto.

(c) As set forth in the Notice of Sale, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells a Substantial Amount of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.

(d) The Purchaser has /has not purchased bond insurance for the Bonds. The bond insurance has been purchased from _____ (the “Insurer”) for a fee of \$ _____ (net any nonguarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer’s commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arm’s-length charge for the transfer of credit risk and it has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Certificates. The present value of the debt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such fee that has not been earned.

For purposes of this Issue Price Certificate, the term “Underwriter” means (1) (i) a person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (1)(i) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (2) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (1) of this paragraph.

[Signature Page Follows]

The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by McCall, Parkhurst & Horton L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED as of this _____.

_____, as Purchaser

By: _____

Name: _____

SCHEDULE A

PRICING WIRE OR EQUIVALENT COMMUNICATION

(Attached)