



Always Innovating

**South  
Texas ISD**

RIO GRANDE VALLEY | GRADES 7-12

100 MED HIGH DR., MERCEDES, TX 78570

P: 956.565.2454

**STISD.NET**

Dear Prospective Vendors:

Sealed proposals will be received by the South Texas Independent School District for:

**ITEM: TOW TRUCK SERVICES**

**BID NUMBER: RFP 20-020**

**EFFECTIVE DATES: 2020-2021 SCHOOL YEAR**

Sealed bids will be received no later than **2:00 PM, Thursday, July 30, 2020**. Bids must be plainly marked on the outside of envelope **SEALED BID: RFP 20-020, TOW TRUCK SERVICES**, Business Office, STISD, 100 Med High Drive, Mercedes, Texas, 78570 or delivered to the STISD Business Office, at the same address. **Bids must be made on the enclosed bid document. Faxed or emailed bids will not be accepted.**

Only bids received by the date and time specified will be considered. The opening of the proposals will be conducted virtually at the date and time specified herein, considering all technical factors run smoothly. If vendor would like to join virtually, please contact the Purchasing Agent, South Texas ISD to request the link to join.

The STISD reserves the right to accept or reject any or all bids, to award contracts for individual items as they may appear advantageous to the District, and waive any or all formalities.

All contracts will be made through STISD Purchase Orders. Proposals received without proper signature will not be accepted.

Your proposal will be appreciated.

Sincerely,

Marla Knaub  
Assistant Superintendent for Finance

**SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT**  
GENERAL CONDITIONS FOR BIDDING  
TOW TRUCK SERVICES  
RFP 20-020

**THE WORDS “BIDS, PROPOSALS, QUOTES” AND THEIR DERIVATIVE MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, REQUEST FOR PROPOSALS, QUOTES, COMPETITIVE SEALED QUOTES, ETC. TO WHICH THEY ARE ATTACHED**

- 1. INSTRUCTIONS TO BIDDERS:** Bidders shall carefully examine the specifications and other documents. Should the bidder find discrepancies in, or omissions from the specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the District and obtain clarification by addendum prior to submitting any bid.
- 2. APPLICABILITY:** These conditions are applicable and form a part of all contract documents and a part of the terms and conditions of any bid submitted, unless, bidder takes exception in writing when submitting quotations.
- 3. BID SUBMISSION:** A signed, submitted bid constitutes an offer to perform work and/or deliver the products specified in the bid solicitation. Bids must be submitted on this form only and must reach the SOUTH TEXAS ISD Business Office, 100 Med High Dr., Mercedes, TX 78570 on or before 2:00 PM, Thursday, July 30, 2020. Submit one copy in a sealed envelope, plainly marked **SEALED BID: RFP 20-020, TOW TRUCK SERVICES**. Any bid received later than the specified time, whether delivered in person or mailed, will be disqualified. It will be the responsibility of the bidder to deliver the bid to the Business Office before the bid opening time. South Texas ISD will not be responsible for delivering mail to the Purchasing Department from the post office. Due to COVID-19 pandemic, the offices are closed for visitors; therefore, it is highly recommended to mail in proposals to South Texas ISD, 100 Med High Drive, Mercedes, TX 78570 prior to the deadline specified in this proposal. However, vendor shall contact the Purchasing Agent to schedule the drop off to hand deliver the proposal prior to the deadline specified herein. A mask or face covering is required to enter the premises. Late bids will be returned unopened. Bids are to be delivered to South Texas ISD F.O.B. Inquiries pertaining to this bid should be identified by title, date and bid number. In the event you are unable to bid, please indicate on this form and return to us.
- 4. SEALED BID:** Only sealed bids are acceptable. Faxed or telephone bids will not be accepted by South Texas ISD.
- 5. ACCEPTANCE:** South Texas ISD reserves the right to accept or reject any or all bids, to waive all formalities in the bid process and to accept the offer considered most advantageous to the District.

- 6. ERROR/QUANTITY:** Bids must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit price will govern.
- 7. ACCURACY OF BIDS:** It is specifically understood and provided that a bidder's proposal represents a true and correct statement of such proposal and contains no clause for claim of omission or error. Any bidder who is extended the privilege of withdrawing a bid because of having proven mechanical error in their bid will be removed from the bid list.
- 8. DELIVERIES:** All deliveries required in this bid will be freight prepaid, F.O.B. destination. Bid prices will include all freight and delivery charges. The South Texas ISD assumes no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by District of damage.
- 9. PRICES:** Bid prices must be for a minimum of ninety (90) days from the date of bid closing. In the case of an annual contract bid request, the price must remain firm for the period specified. "Discount from List" bids are not acceptable unless specifically requested.
- 10. AUTHORIZED SIGNATURE:** Bids must show full firm name and address of bidder, and be signed. Failure to do so will disqualify bid. Person signing bid must show title or authority to bind his firm in a contract.
- 11. WITHDRAWAL OF BID:** Will not be allowed for a period of 60 days following the bid opening. No bid may be withdrawn after closing without acceptable reason in writing and with the approval of the Purchasing Agent.
- 12. ALTERING BIDS:** Bids cannot be altered or amended after bid closing. Alterations or interlineations made before bid closing must be initialed by bidder to guarantee authenticity.
- 13. INVOICES:** All invoices must be submitted for payment by the successful bidder to the South Texas ISD Accounts Payable, 100 Med High Dr. Mercedes, TX 78570.
- 14. CASH DISCOUNT:** Payment terms are Net 30 days given that the goods and/or services received are in satisfactory condition. Any discounts available to the District for early payment should be noted. Discounts may be considered in determining low bid.
- 15. TAXES:** The South Texas ISD is exempt from State sales tax. Taxes must not be included in the bid. Tax exemption certificates will be executed by the South Texas ISD and furnished upon request.
- 16. INSURANCE:** If insurance and/or workers' compensation is required by the District for said bid item(s), proof of insurance and/or workers' compensation should be submitted

to the Purchasing Agent, prior to commencement of the project. The South Texas ISD reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the bidder.

**17. SPECIFICATIONS:** Specifications may be those developed by the Purchasing Department to represent items of regularly manufactured products.

- a. District specifications have been developed by the Purchasing Department to show minimal standards as to the usage, materials, and contents based on their needs.
- b. Manufacturer's specifications, when used by the District, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered.

**18. EQUIVALENT CAUSE:** Whenever in any of the Conditions of Agreement, an article, or material, is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or District approved equal", if not inserted, will be implied. The specific article or material mentioned will be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and will not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. If brand other that specified is offered, complete descriptive information of said article must be included with the bid. If bidder takes no exception to specifications of referenced data, brand names, models, etc. as specified, must be available for inspection by District's personnel.

**19. SAMPLES:** When called for, samples will be submitted with the bid unless stated otherwise. Samples will be delivered by the bidder to the attention of the Purchasing Agent, 100 Med High, Mercedes, TX 78570, prior to the opening of the bids, and placed in a location designated for examination of such samples. Each sample will be clearly tagged to show the bidder's name, address, bid title and bid item number for which the sample is proposed.

- a. Additional samples needed for a bid to be evaluated properly will be delivered within five (5) working days from the time the vendor is notified by the Purchasing Department.
- b. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

**20. EXCEPTIONS:** All proposals must include a detailed statement of exceptions taken to any part of the request. Note any deviation from the specifications and submit those changed specifications as alternates.

**21. WARRANTY CONDITIONS:** Warranty conditions for all components will be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Bidder will be an authorized dealer, distributor or manufacturer for the product.

All components bid will be new unless clearly stated in writing. All applicable warranty literature must be submitted with bid.

**22. DELIVERIES/PENALTIES:** Bid must show the number of calendar days required to place the materials in the possession of the South Texas ISD. Do not quote shipping dates. Failure to specify the delivery date will obligate bidder to complete delivery in two (2) weeks from the date the bid is awarded. Unrealistically short or undue long delivery promises may cause the bid to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the bid vendor list.

**23. DELIVERY TIME:** Deliveries will be accepted only during normal working hours, 8:00 AM to 3:00 PM, Monday through Friday at the designated District facility, unless otherwise specified.

**24. EVALUATION OF BID:** All bid evaluations will take into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor's service and date of proposed delivery and placement. It is not the policy of South Texas ISD to purchase on the basis of low bid alone. Quality and suitability to purposed being the controlling factors: it being understood that South Texas ISD reserves the right to arrive at such by whatever means South Texas ISD may determine in accordance with Texas Education Code 44.031.

**25. REMEDIES:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

**26. ADMINISTRATIVE REMEDIES:** Bidder agrees to exhaust its administrative remedies under District Policy or the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

**27. BID SUBMISSION:** By submitting a bid, each bidder agrees to waive any claim it has or may have against South Texas ISD and its respective employees and officers and consultants and their respective employees and officers, arising out of or in connection with the administration evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.

**28. CONTRACT FOR PURCHASE:** Contract for purchase will be put into effect by means of a District purchase order(s) executed by the South Texas ISD Business Office after bids have been awarded. Any additional agreement/contracts to be signed South Texas ISD will be included with the bid.

**29. CONDITION:** Unless otherwise indicated, items will be new, unused and in first class condition and delivered in containers suitable for damage-free shipment and storage. South Texas ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

**30. TIE BIDS:** Consistent and continued tie bidding on any commodity could cause for rejection of all bids by the District and/or investigation by the Attorney General to determine possible Anti-Trust violations.

**31. PATENT RIGHTS:** The vendor agrees to protect the District from any claim involving patent right infringement of copyrights on goods supplied.

**32. NO BID:** Vendors who do not bid are requested to notify the South Texas ISD Purchasing Department in writing if they wish to receive future bids. Failure to do so may result in their being deleted from District's vendor list.

**33. UNRESPONSIVE VENDORS:** Bids from unresponsive vendors will not be accepted. Bidders having a history of inconsistent service and unreliability will not be considered by the District to be a responsible bidder.

**34. CONTRACTS AND AGREEMENTS:** All contracts and agreements between Merchants and South Texas School District will strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text.

**35. QUESTIONS:** Any question concerning this bid should be addressed to the Purchasing Agent, South Texas Independent School District.

## ***SPECIAL TERMS AND CONDITIONS FOR BIDDING***

South Texas Independent School District wishes to engage the services of a qualified, private firm to provide tow truck, and wrecker services as required and ordered by South Texas Independent Schools Transportation Department. The Proposer must be lawfully engaged in providing wrecker services in the State of Texas.

While STISD has written this Scope of Services to be as complete as possible, the Proposer shall include, specifically explain and separately price in its RFP response any item that is not mentioned in the RFP and that the Proposer believes is necessary to include.

**INTENT:** The intent of these specifications is to secure request for proposal statements and bids for tow truck and wrecker services for STISD within the following three counties: Hidalgo, Willacy and Cameron County.

**TYPE:** This bid will not supersede any other contracts South Texas ISD either currently is using or may bid in the future for specific and like kind supplies.

**GENERAL:** The successful Proposer shall be an independent Proposer with complete control over the wrecker service, towing and potential storage of vehicles when he/she tows them for STISD and will assume all responsibility for damage incidental thereto.

The successful contractor is to have the permit for wrecker services where such services are called for by STISD.

All parts, glass or any debris caused by the vehicle or vehicles to be towed, is to be cleared from location by the successful Proposer immediately upon towing.

**OFFICE:** The successful Proposer shall provide clerical, central office, facilities necessary to receive calls, dispatch wreckers and release, on a 24-hour basis. The office of the successful Proposer shall render at any time a correct accounting for all vehicles towed.

**EXPERIENCE:** Proposers must have a current, compliant wrecker license issued by the State of Texas.

**EQUIPMENT & CAPABILITIES:** The proposer must provide a list of all equipment and vehicles indicating the capabilities and limitations with respect to the numbers, type, and weight of vehicles and services the Proposer can accommodate. The Proposer must meet all State of Texas laws pertaining to wrecker services that are currently in force or become effective during the life of this contract. All equipment used by the Proposer in the performance of this contract may be inspected by STISD and/or the State of Texas to ensure compliance with all laws and specifications. This inspection may occur at any time throughout the contract period.

**SITE CLEAN-UP:** The successful Proposer shall render the site from which any vehicle is removed reasonably safe and clean by sweeping up and removing debris, wreckage or parts, oil or fuel and otherwise reasonably returning the site to its condition prior to the vehicle having been present.

**TERM OF CONTRACT:** The successful Proposer agrees to enter into a contract for one (1) year beginning November 1, 2020 through October 31, 2021. STISD shall have an option to renew the contract under the same terms and conditions for three (2) additional one-year periods.

**SINGLE AWARD BID:** Services will be evaluated and awarded to a single vendor. However, this agreement should not be considered exclusive. As deemed necessary, STISD reserves the right to obtain these services from any other Proposer.

**PRICING:** All prices listed are firm for the term of the contract. All prices should include all labor and/or material costs, and any discounts offered. Fuel adjustment surcharges will not be allowed during the period of this contract and or periods of renewal.

**NON-PERFORMANCE:** For items that do not perform as specified, the District will give the vendor an opportunity to demonstrate whether the product will perform as expected, and reserves the right to return inferior products within thirty days of receipt at vendor's expense.

**CRIMINAL BACKGROUND CHECKS:** The Proposer shall conduct criminal background checks on each of its employees who, pursuant to this Agreement, engage in any services on South Texas Independent School District property or at STISD Schools events. The Proposer shall provide documentation that criminal background checks were conducted on each of its employees prior to hiring, and shall refuse employment to any person convicted of a felony or any other crime, whether misdemeanor or felony, that indicates the person poses a threat to the physical safety of students, school personnel or others. Such check shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Proposer shall not assign any employee or agent to provide services pursuant to this contract if (1) said worker appears on any of the listed registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of student or school personnel. South Texas ISD reserves the right to prohibit any individual employee of Proposer from providing services on STISD property or at STISD events if STISD determines, in its sole discretion, that such employee poses a threat to the safety or well-being of students, school personnel or others.

**COVID-19:** In the wake of the COVID-19 pandemic, the South Texas ISD offices are closed and it is prohibited for anyone to enter our office, therefore, it is highly



recommended to mail in proposals to South Texas ISD, 100 Med High Drive, Mercedes, TX 78570 prior to the deadline specified in this proposal. If for any reason, vendor is unable to mail in the proposal, vendor shall contact the Purchasing Agent only to schedule the drop off to hand deliver the proposal prior to the deadline specified herein. A mask or face covering is required to enter the premises. South Texas ISD may take precautionary measures to ensure the utmost safety of our employees, and may require to screen and question visitors before entering the premises. The opening of the proposals will be conducted virtually at the date and time specified herein, considering all technical factors run smoothly. If vendor would like to virtually join, please contact the Purchasing Agent, South Texas ISD to request the link to join.

All questions regarding project must be emailed to [Marissa.vaiz@stisd.net](mailto:Marissa.vaiz@stisd.net).

## Proposer Statement

### REFERENCES

Please list three references that you currently do business with.

Business/District Name	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name, address and phone number of your company and specify other locations.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of owner(s)/proprietor(s).

\_\_\_\_\_  
\_\_\_\_\_

How long have you been operating at this location?

\_\_\_\_\_

Does your business now maintain 24-hour service? Yes \_\_\_\_ No \_\_\_\_

Number of years experience in towing/recovery

\_\_\_\_\_

Are you capable of performing the following:

Service out of Valley ex. San Antonio, Houston etc. Yes \_\_\_\_ No \_\_\_\_

Commercial roadside service Yes \_\_\_\_ No \_\_\_\_

Commercial tire service Yes \_\_\_\_ No \_\_\_\_

Is your business willing to provide 24-hour, 365-day towing services? Yes \_\_\_\_ No \_\_\_\_

Does your business have space for storage of vehicles? Yes \_\_\_\_ No \_\_\_\_

Does your business have a secured (locked) storage area for a maximum of two (2) buses?  
Yes \_\_\_\_ No \_\_\_\_

Total number of wrecker drivers/operators \_\_\_\_\_

List the business' normal operating hours and days (regular duty). \_\_\_\_\_

**SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT  
 BID SHEET  
 RFP 20-020 TOW TRUCK SERVICES**

**ESTIMATED YEARLY CALLS FOR SERVICE**

During the 2020-2021 School Year, contract towing services were rendered on an average of 3 times a month. STISD bus fleet covers three counties: Hidalgo, Willacy and Cameron County. Occasionally there will be out of the Valley travel. Please price by county, tow capacity and per incident. This price is to remain fixed for the period of the contract

STISD owns the following Vehicles

Item	Vehicle Description	Qty.	Unit Cost Hidalgo	Unit Cost Willacy	Unit Cost Cameron	Out of Valley
1	6,000 lbs. and less	23				
2	6,001 lbs. – 12,000 lbs.	12				
3	12,001 lbs. – 26,000 lbs.	118				
4	26,001 lbs – 30,000 lbs.	3				
	Total	156				

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

Signature of Proposer \_\_\_\_\_

Position/Title of Proposer \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

**SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT  
BID ACCEPTANCE FORM**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

---

FIRM NAME

---

DOING BUSINESS AS (DBA)

---

ADDRESS

---

CITY/STATE/ZIP+4

---

TELEPHONE NUMBER

---

FAX NUMBER

---

EMAIL ADDRESS

---

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID

---

COMPANY OFFICIAL (PRINT NAME)

---

OFFICIAL POSITION

---

# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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## 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.*

# 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 is being disclosed.

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

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

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT CERTIFICATE OF INTERESTED PARTIES – FORM 1295

### Definitions and Instructions for Completing Form 1295

South Texas ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits South Texas ISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to South Texas ISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

**As a “business entity,” all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their proposals or contracts even if no interested parties exist.**

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity
- The completed Form 1295 with the certification of filing must be filed with South Texas ISD by including a copy of the completed form with the proposal response.
- South Texas ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract.
- After South Texas ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from South Texas ISD.

### **Instructions to Vendors:**

1. Read these instructions,
2. Go to the Ethics Commission Website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
3. Register and complete Form 1295 online -include the proposal number and the contract/RFP name,
4. Print a copy of the submitted Form 1295
5. Include a copy of the completed, signed Form 1295 with the proposal response

### **Definitions:**

- **Contract** means a contract between South Texas ISD and/or its cooperative members and a business entity at the time it is voted on by the South Texas ISD Board of Directors or at the time it binds South Texas ISD, whichever is earlier, and includes an amended, extended, or renewed contract.
- **Business Entity** includes an entity through which business is conducted with South Texas ISD and/or its cooperative members, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or State agency.
- **Controlling Interest** means:
  - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten percent (10%);
  - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
  - 3) service as an officer of a business entity that has four (4) or fewer officers, or service as one of the four (4) officers most highly compensated by a business entity that has more than four (4) officers. This section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- **Interested Party:** a person who:
  - 1) has controlling interest in a business entity with whom South Texas ISD and/or its cooperative members contracts; or
  - 2) actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiation the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
  - 1) receives compensation from the business entity for the person’s participation;
  - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
  - 3) is not an employee of the business entity.
- **Signed** includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- **Value** of a contract is based on the amount of consideration received or to be received by the business entity from the South Texas ISD and/or its cooperative members under the contract.

### **Resources:**

#### **Form 1295 Frequently Asked Questions:**

- [https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

#### **Instructional Video – First Time Business User:**

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

#### **Instructional Video – How to Create a Certificate:**

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

**South Texas Independent School District  
Vendor Certifications**

**1. Felony Conviction Notification**

Texas Education Agency Code, 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 a general 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 entity 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, but the company representative must check off a selection below (A, B, or C).

**Initial where applicable.**

- A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable
- B. My company is not owned nor operated by anyone who has been convicted of a felony
- C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:  
Name of Felon(s): \_\_\_\_\_  
Details of Conviction(s): \_\_\_\_\_

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**2. Criminal History Record Information Review of Certain Contract Employees**

By signing below, the Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

- None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

**OR**

- Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

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**3. Debarment and Suspension**

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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**4. Confidential/Copyrighted Information**

By signing below, the Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term "**CONFIDENTIAL**" on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

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**5. Declaration of Business Location- TEC 44.031(b)(8)**

By signing below, Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

- A. Has its principal place of business in the State of Texas; **OR**
- B. Employs at least 500 persons in the State of Texas; **OR**
- C. Principal place of business is not in the State of Texas: \_\_\_\_\_  
(City, State)



**South Texas Independent School District  
Vendor Certifications**

**6. Owner(s) Name of Business**

By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A)


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**7. Delinquent Taxpayers**

In accordance with law, the District shall not enter a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.

- I am not a delinquent taxpayer to South Texas ISD
- I am a delinquent taxpayer to South Texas ISD (Your bid may be disqualified if your debt is not cleared prior to award.)

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**8. Texas Historically Underutilized Businesses (HUB)- TEC 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm**

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

- I am an active certified HUB vendor. HUB expiration date: \_\_\_\_\_
- Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
- I am neither.

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**9. Buy American Provisions**

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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**10. Prohibition on Contracts with Companies Boycotting Israel- HB89**

By signing below, pursuant to Texas Government Code, Chapter 2270, {Vendor} represents and warrants to the District that {Vendor} does not boycott Israel and will not boycott Israel during the term of This Agreement.

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**11. Non Collusion Statement**

By signing below, {Proposer} certifies and represents to South Texas ISD that {Proposer} has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Section 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the {Proposer} also certifies and represents that {Proposer} has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the {Proposer} certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the South Texas School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal; the {Proposer} further certifies and represents that {Proposer} has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the South Texas Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the South Texas Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal; the {Proposer} certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

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**12. Prohibition on Contracts with Companies Engaged with Iran, Sudan or Foreign Terrorist Organization- SB252**

**South Texas Independent School District  
Vendor Certifications**

By signing below, {Vendor} hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the government of Iran, the government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

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**13. Applicable to Grants, Subgrants, Cooperative Contracts, and Contracts Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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I, the undersigned agent for the firm named below, certify that the information stated above has been reviewed by me and the information furnished is true to the best of my knowledge.

Vendor Name: \_\_\_\_\_

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

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

Printed Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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

Signature of Authorized Representative: \_\_\_\_\_

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



Always Innovating

**South Texas ISD**

RIO GRANDE VALLEY | GRADES 7-12

Phone: 956.565.2454

Web: www.stisd.net

100 Med High Drive, Mercedes, TX 78570

## ACH Vendor Direct Deposit Form

<b>Section 1: Payee Information (all information is REQUIRED)</b>			
Payee Name		TIN/EIN or SS#	
Payment Address	City	State	Zip Code
Accounting/ACH Contact Name			
Email Address for Remittance Advice *Required*		Phone Number	

<b>Section 2: Financial Institution Information (all information is REQUIRED)</b>			
Financial Institution Name			
Financial Institution Address	City	State	Zip Code
Routing Transit Number**	Customer Account Number	Type of Account	
		Checking	Savings

\*\* Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is invalid.

**Submit a copy of voided check or bank verification with this form.**

<b>Section 3: Authorization for Direct Deposit Setup (REQUIRED)</b>
I (we) hereby authorize South Texas Independent School District, hereinafter to initiate automatic credit entries, and if necessary, to initiate automatic debit entries for adjustments for any credit entries in error to my (our) account identified below, and the financial institution named below to credit and/or debit the same to such account, for payment of goods and/or services.
This authorization is to remain in full force and effect until South Texas Independent School District has received written notification of its termination in such manner as to afford South Texas ISD and the Financial Institution a reasonable opportunity to act on it.

Authorized Signature	Printed Name	Date

**\*\*NOTE\*\* This form will not be processed unless we receive the voided check and/or bank verification letter.**