



Always Innovating

**South  
Texas ISD**

**RIO GRANDE VALLEY | GRADES 6-12**

100 MED HIGH DR., MERCEDES, TX 78570

P: 956.565.2454

[STISD.NET](http://STISD.NET)

Dear Prospective Vendors:

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

**ITEM: Maintenance & Building Repair Services**

**BID NUMBER: RFP 24-008**

**EFFECTIVE DATES: 2023-2024 SCHOOL YEAR**

Sealed bids will be received no later than **2:00 PM, Tuesday, May 9, 2023.** Bids must be plainly marked on the outside of envelope **SEALED BID: RFP 24-008, MAINTENANCE & BUILDING REPAIR 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 R. Knaub  
Assistant Superintendent for Finance & Operations

MARCO ANTONIO LARA, JR., ED.D.  
Superintendent

EFRAIN GARZA  
Deputy Superintendent

MARLA R. KNAUB  
Assistant Superintendent for Finance & Operations

LISSA FRAUSTO, MBA, SPHR  
Assistant Superintendent for Human Resources

# **SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT**

## **GENERAL CONDITIONS FOR BIDDING**

### **MAINTENANCE & BUILDING REPAIR SERVICES**

**RFP 24-008**

**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.

**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, Tuesday, May 9, 2023. Submit one copy in a sealed envelope, plainly marked SEALED BID: RFP 24-008, MAINTENANCE & BUILDING REPAIR SERVICES

**3.** 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. Vendors are advised to hand deliver all bids to the Purchasing office well in advance of the bid opening time. 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 so indicate on this form and return to us.

**4. SEALED BID:** Only sealed bids are acceptable. Faxed, emailed 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

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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 Dept.

**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 workman's compensation is required by the District for said bid item(s), proof of insurance and/or workman's compensation should be submitted to the Purchasing Dept., 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

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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 than 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 be 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.

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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 questions concerning this bid should be addressed to the Purchasing Agent, South Texas Independent School District.

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

**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.

**TERM OF CONTRACT:** It is anticipated that the term of the contract will be from June 1, 2023 through May 31, 2024. Prices decreases or increases to discount percentage in favor of the District are acceptable at any time throughout the term of the contract.

The initial term of the contract shall be for two years, with an option to renew for two additional one-year terms at the discretion of South Texas ISD.

**FUNDING OUT:** The District's performance under any agreement entered into with the successful bidder is contingent upon the continued availability of appropriations.

**DISCOUNTS:** All discounts will be quoted from published catalog pricing, list price or shelf price, freight included.

**AWARD:** The District will make multiple awards as they may appear most advantageous to the District. The intent of this bid is to provide all schools and departments of South Texas ISD with a list of qualified companies.

**CATALOGS:** A copy of supplier's latest 2023-2024 catalog, if available, should be included with bid.

**Supplies and Equipment** – It is also the intent of this request for proposal to establish the terms, conditions, and prices for general building and grounds maintenance supplies and equipment. Product pricing may be provided via specific items and/or a general discount of existing shelf prices for the vendor's product catalog. Requested proposal information and any related specifications are included in the Proposal Forms. The District intends to develop an approved vendor list of suppliers for supplies, equipment, installation and repair services for general building and grounds maintenance and repairs. Product and/or services pricing but not be limited to, supplies, repair parts and equipment for welding, electrical, lighting, fire system, fire sprinkler systems, irrigation, kitchen equipment, vent-a-hood, terrazzo, pest control, locker equipment, elevator, plumbing, HVAC, glass, roofing, fencing, flooring, locksmith, parking and grounds, equipment controls, software monitoring systems, air handling products, filters, indoor air quality products, installation repairs, repair parts, refrigerants, UVC emitters, UVC lamps, insulation products, filter change service, grounds services, brush pickup, landscaping, carpentry, painting, on an as-needed basis.

**Installation & Repair Services** – It is but not limited to intent of this request for proposal to establish the terms, conditions and prices for general building and grounds maintenance on a time and material basis. The work may include, but not limited to, individual projects to provide, install and/or repair structures and finishes and other systems related to general building and grounds maintenance at various South Texas ISD locations throughout the District. The work required of a project will be typically limited in size and scope and will typically consist of minor projects. Individual projects will be initiated by South Texas ISD. Total contract will be based on actual costs for each project.

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The District reserves the right to request proposals and contract separately for major planned work and/or construction related to certain projects of a larger scale.

**Warranties** - The Offeror agrees that supplies or services furnished under any resultant purchase order by South Texas ISD shall be covered by the most favorable commercial warranties information and certificates shall be furnished and become the property of the District upon delivery of said items and all rights and remedies stated in the warranties must be honored by the manufacturer.

**CONTRACT VALUE:** South Texas ISD estimates the total value of this contract at approximately \$50,000.00 per year. However, this estimate should not be construed to be a guarantee of either minimum or maximum since purchases are dependent upon actual need and/or available funding.

**ORDERING:** Supplier will accept purchase orders by either email, fax machine, or mail. A confirming copy of orders made by fax will not be sent. Proper authorization for orders and issuance of approved purchased orders is a must. No payments will be made on invoices lacking a purchase order number.

**SUBSTITUTION:** Substitutions for any items on order will not be allowed without written approval.

**EQUIVALENT PRODUCTS:** All products that are designated as equivalent to specified items will be evaluated, based on literature submitted or sampling of the product. Be sure to indicate the "Brand Name" of each item bid if applicable.

**BRAND NAME:** Any catalog, brand name or manufacturer's reference used in the bid is descriptive, not restrictive. It is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered upon proof of equality.

**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.

**DELIVERY TIME:** Seller must deliver goods within a reasonable time after receipt of purchase order. If delivery cannot be made during the time specified, the District should be notified immediately. Failure to deliver within a reasonable time may result in breach of contract on the part of the vendor.

**QUALITY:** All items bid and supplied will be new, manufactured by a single firm, of a single style and of "first" quality. No seconds or otherwise inferior goods will be allowed.

**DELIVERIES:** Deliveries will be accepted only between the hours of 8:00 AM and 3:00 PM during workdays.

**MANUFACTURER'S GUARANTEE:** A manufacturer's total satisfaction written guarantee, in accordance with the Universal Commercial Code (UCC), for the twelve-month contract term, with South Texas ISD reserving the right to have any item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specifications. The item will

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then, and after adequate time to remedy and as part of remedy, be replaced without charge to South Texas ISD's satisfaction. This will be provided at no additional cost to South Texas ISD during the term of the contract.

**EXCEPTIONS:** All proposals must include a detailed statement of exceptions taken to any part of the request.

**WARRANTY:** All applicable warranty literature must be submitted with bid, if applicable.

**PARTS:** Supplier must be able to provide current replacement parts catalog if applicable.

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUALITY ASSURANCE:** A sample may be called for as part of the bid evaluation. All samples will be furnished free of charge to the District and if not used or destroyed in examination and building, will be returned to the bidder, if requested, at bidder's expense. Each sample must be marked with the bidder's name, address and bid number reference.

**REFERENCES**

District Name	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____



**SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT  
MAINTENANCE & BUILDING REPAIR SERVICES  
BID SHEET**

The South Texas ISD is interested in selecting one or more primary vendors, offering the lowest net price for building & grounds repairs and equipment. **A percentage discount from catalog price, list price or shelf price is necessary for the District to purchase items that will be used during the 2023-2024 calendar year.** Even if no discount is offered, this must be indicated in one of the spaces provided for the bid to be considered valid. If no flat discounts are offered, send a catalog or price list of available items. The percentage discount, competitiveness of price and prior year performance will be considered in the selection of the primary vendor(s).

The vendor will check the appropriate blank(s):

- \_\_\_ 1. Catalog price discount of \_\_\_\_\_% off catalog price
- \_\_\_ 2. Discount of \_\_\_\_\_% applies to sale flyers
- \_\_\_ 3. Internet/On-Line price discount of \_\_\_\_\_% off internet/on-line price
- \_\_\_ 4. Vendor is bidding a shelf price discount of \_\_\_\_\_% at time of purchase
- \_\_\_ 5. Price list discount of \_\_\_\_\_% off published price. Price list submitted and enclosed – no catalog available
- \_\_\_ 6. Shipping and handling fees apply

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Use additional page(s) if necessary

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**NORMAL SCHEDULE (DAYS AND HOURS)**

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**AFTER-HOURS SERVICE**

Are separate rates or additional charges assessed for “after-hours” services and what are the charges? \_\_\_\_\_

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Is there a minimum service charge, minimum number of hours, or other minimum charge assessed under “after-hours” terms?

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What is the schedule for days and times that would be considered “after-hours” service?

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**URGENT/EMERGENCY SERVICE**

Some repairs require an immediate response to maintain an operational building environment. It is the discretion of South Texas ISD to determine whether a repair is “URGENT”.

Provide a guaranteed response time to South Texas ISD facilities (located within or around Olmito, Edinburg, Mercedes, & San Benito, TX properties) - specify hours and minutes:

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Please note any additional costs over normal or “after-hours” service (as defined above) for service designated as “URGENT”

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**SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT  
NON-COLLUSIVE BIDDING CERTIFICATE  
BID ACCEPTANCE FORM**

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By submission of this bid or proposal, the Bidder certifies that:

1. The undersigned affirms that they are duly authorized to execute this contract;
2. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
3. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
4. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
5. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

**Signature below certifies accuracy of answers to all sections on this page.**

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FIRM NAME

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DOING BUSINESS AS (dba)

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ADDRESS

---

CITY, STATE, ZIPCODE

---

TELEPHONE NUMBER

---

FAX NUMBER

---

EMAIL ADDRESS

---

SIGNATURE FO COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

---

COMPANY OFFICIAL (PRINT NAME)

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OFFICIAL TITLE/POSITION



# 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



# Conflict of Interest Questionnaire - EXAMPLE PAGE

All individuals or companies being paid by STISD are REQUIRED to complete this form

## 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.

Individual or company name goes here

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 you became aware that the originally filed questionnaire was incomplete or inaccurate.)

If you have an outside personal relationship or business arrangement with someone who works at STISD, list their name here. If there is no pre-existing relationship, write N/A here.

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.

If you have a personal relationship or business arrangement with anyone at STISD, please describe it in this section, and answer questions A and B.

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.

Check if applicable

Complete this section if applicable.

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 & date required from ALL VENDORS

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

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(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**EXAMPLE OF FORM 1295- REFER TO INSTRUCTIONS**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

**OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

MUST FILE ONLINE AT WWW.ETHICS.STATE.TX.US/FILE

## 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>



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**Vendor Certifications  
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**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): \_\_\_\_\_
- 
- 

**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:
- 
- 

**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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## Vendor Certifications Agreement Funded by U.S. Federal Grant

### 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)

### 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)

_____	_____
_____	_____
_____	_____
_____	_____

### 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.)

### 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.

### 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.

### 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.

### 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





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## **Vendor Certifications**

### **Agreement Funded by U.S. Federal Grant**

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**

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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#### **14. Equal Employment Opportunity**

In fulfilling its obligations under the Agreement, Proposer shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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#### **15. Rights to Inventions Made Under a Contract or Agreement**



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**Vendor Certifications  
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To the extent that the Agreement requires the performance of experimental, developmental or research work, Proposer agrees that the District shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.

**16. Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended**

In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

**17. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)**

In the event that the fees payable to Proposer under the Agreement exceed \$100,000, Proposer shall file the certification required under 31 U.S.C. § 1352. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the Proposer.

**18. Access to Records**

Proposer agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Proposer that are directly pertinent to Proposer's discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

**19. Applicability to Selected Vendors**

Proposer agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

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: \_\_\_\_\_



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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	
		<input type="radio"/> Checking	<input type="radio"/> 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.**