

# South Texas Independent School District



## **Request for Proposal (RFP# 26-010)**

### **Pharmacy Benefit Management**

**Effective Date: September 1, 2025**

**Deadline for Proposals: 2:00 p.m., Wednesday, April 23, 2025**

**Proposal should be clearly marked: RFP# 26-010**

Submit to:

South Texas ISD  
Administration Office  
7001 E. Expressway 83  
Mercedes, Texas 78570

***Prepared by: Roger Garza, Insurance Consultant***  
Valley Risk Consulting, Inc., 1200 Fresno, Suite C, McAllen, Texas 78501

**South Texas Independent School District** is accepting proposals for:

**RFP# 26-010 Pharmacy Benefit Management**

Proposals are to be mailed or hand-delivered to the attention of the Administration Office, South Texas Independent School District, 7001 E. Expressway 83., Mercedes, TX 78570. Please mark your envelope plainly: **“Pharmacy Benefit Management (RFP# 26-010), Due Date: Wednesday, April 23, 2025 @ 2:00 p.m.”**

Proposals will be accepted **until 2:00 p.m. on Wednesday, April 23, 2025**, at which time they will be opened. Proposals will be opened, but not publicly in the Administration Office at the above address. Any proposals received late will not be accepted and will be returned unopened. South Texas ISD is not responsible for proposals misplaced or mailed incorrectly.

Please reply using the enclosed forms. **Please submit one (1) original, (2) two copies & (1) USB Flash Drive of your proposal response.** Questions on this Request for Proposals should be submitted via email to Valley Risk Consulting at [rfpquestions@vrctx.com](mailto:rfpquestions@vrctx.com) & cc to Ms. Marla Knaub, Assistant Superintendent for Finance & Operations at [Marla.Knaub@stisd.net](mailto:Marla.Knaub@stisd.net), & Reynaldo Cantu, STISD Purchasing Agent at [Reynaldo.Cantu@stisd.net](mailto:Reynaldo.Cantu@stisd.net), no later than **12:00 pm Wednesday, April 16, 2025.**

The proposal will be awarded during a meeting of the STISD School Board. The district reserves the right to accept or reject any or all proposals, waive minor technicalities, and award the contract to the most responsible bidder whose offer best serves the interests of the district.

Please fill out, sign, and submit with your proposal response the enclosed IRS Form W-9 and Conflict of Interest Questionnaire.

We look forward to hearing from you.

Sincerely,



Ms. Marla Knaub  
Assistant Superintendent for Finance & Operations

Enclosures

# SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

## Pharmacy Benefit Management (PBM) Services, 100% Transparent Modeling (RFP # 26-010)

### Section 1

## General Information

### General Conditions and RFP Assumptions

1. The South Texas Independent School District is requesting proposals for Pharmacy Benefit Management (PBM) Services. **The District will only entertain Stand Alone PBM's & Transparent Modeling (100% pass thru) Programs. Traditional Models and bundling with medical will not be considered.**
2. PBM Benefit Structure is based on existing benefits.
3. Any prospective PBM will be required to submit reports to the District's TPA and stop loss insurance carrier in the format requested.
4. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated, and summarized. Exceptions to or deviations from the specifications must be explicitly identified.
5. One (1) original, two (2) copies & (1) USB Flash Drive of the proposal response must be delivered to: the Administration Office, 7001 E. Expressway 83. Mercedes, Texas 78570, **no later than 11:00 AM, Wednesday, April 23, 2025,** in sealed envelopes, clearly marked:
6. No telephone or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Services, Federal Express, UPS, and other courier services or personally delivered by the proposer. The District will not be responsible for missing, lost, or late mail. **Any proposals received after the time set for opening will not be accepted and** will be returned to the proposer unopened upon written request at the proposer's expense.
7. The proposals will be opened at **11:00 AM, Wednesday, April 23, 2025.** The proposals shall be opened in a manner to avoid disclosure of contents to competing vendors and the contents shall be kept secret during the proposal negotiations.
8. All Administrative Costs, Dispensing costs, and all other associated costs must be clearly identified and outlined.
9. Proposals are desired for an initial term not to exceed twelve (12) months with the option to renew for two (2) additional one (1) year terms with a minimum of a 36-month rate guarantee. However, the Board of Directors reserves the right to accept a guarantee of less than 24 months if it is in the South Texas Independent School District's best interest.

10. Public Sector employers are not allowed, under current state law, to execute a document containing a Hold Harmless/Indemnification Clause causing the employer to be responsible for other parties' liability. Therefore, your documents should not contain any such clauses.
11. South Texas Independent School District reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, and award the proposal that best serves the interest of the District. The District also reserves the right to waive or dispense with any of the formalities contained herein. The South Texas ISD Board of Directors will make the final decision of agreement of award.
12. **COMMUNICATION WITH SCHOOL DISTRICT MEMBERS:** Company and representatives submitting proposals shall not discuss this RFP with employees of STISD or members of the Board of Directors. Communication includes but is not limited to unsolicited literature, emails, faxes, or phone calls related to any aspect of the RFP. If discussion is necessary, you will be notified in writing by the individual listed above. Failure to abide by this requirement will result in the automatic disqualification of the company representative at the discretion of the district. Questions about the request for proposals should be emailed and addressed to, Valley Risk Consulting at [rfpquestions@vrctx.com](mailto:rfpquestions@vrctx.com), Ms. Marla Knaub [Marla.Knaub@stisd.net](mailto:Marla.Knaub@stisd.net) & Reynaldo Cantu [Reynaldo.Cantu@stisd.net](mailto:Reynaldo.Cantu@stisd.net), **no later than 12:00 pm Wednesday, April 16, 2025.**
13. The proposal is to be based on duplication of the existing Plan of Benefits. Any deviations must be identified and explained. All proposals will be assumed to have been submitted without any deviations unless noted.
14. All materials necessary to effectively communicate and administer the program shall be prepared and printed by the proposer at the proposer's own expense. These materials include but are not limited to, master plan documents, summary plan descriptions, schedule of benefits, claim forms, identification cards, check stock, and explanation of benefits.
15. Compensation- No compensation shall be included in this proposal. Participating vendors are prohibited from compensating any agent or third-party administrator during the performance of this agreement.
16. The appropriate enclosed proposal forms which include a Questionnaire, Felony Conviction Notice, Non-Collusion Statement & Signature Sheet, etc., must be completed and included in the response. An authorized official with legal authority to bind the Company must sign all proposal forms submitted. **FAILURE TO COMPLETE PROPOSAL FORMS WILL RESULT IN THE PROPOSAL BEING DISQUALIFIED.**
17. The South Texas Independent School District accepts no financial responsibility for any costs incurred by any proposer in the course of responding to these specifications.
18. The Request for Proposal package will be available for download from our website at [www.stisd.net](http://www.stisd.net) Vendors WILL NOT be notified of additional information/addenda postings. It is the vendors' responsibility to view the STISD's web page regularly, or before submitting a proposal response, to ensure that no addenda or additional information has been issued, or to obtain any addenda that may have been issued, for the solicitation.
19. The proposal is to be based on the enclosed employee census as of February 2025 (MS-Excel format).
20. Any estimated savings, performance, or other guarantees included in any part of the proposal should be specific, and quantifiable, and should include a validation method.

21. Enforceability - This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas and shall be enforceable in any court of competent jurisdiction in Hidalgo & Cameron County, Texas.
22. Rebates – The District shall retain 100% of all pharmaceutical rebates acquired by the plan.
23. Advertising - The contractor shall not advertise or publish, without the School District’s prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local authority.
24. Gratuities - No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by the Contractor, or any agent or representative of the Contractor, to any administrator, employee, or anyone affiliated with the School District to secure a contract or secure favorable treatment with respect to a contract. **Failure to comply with this requirement will cause the proposal to be rejected, or the contract (if approved) to be void.**
25. Pricing – All pricing should be included in a separate tab, clearly marked, and explained thoroughly. The District is not responsible for vendor errors in the proposals.
26. Administrative Service Agreement (ASA) - A proposed draft copy of an ASA Agreement must be submitted with your proposal response. An executed contract must be in place within 30 days of the awarding of the proposal.
27. Disclosure – Companies must agree to disclose all revenue streams and an auditable commitment to pass through all discounts to the Plan Sponsor must be included.

# Proposer Questionnaire

## Pharmacy Benefit Management

1. Describe the organization submitting the proposal:

- a. Name of Firm: \_\_\_\_\_
- b. Address: \_\_\_\_\_
- c. Contact Person: \_\_\_\_\_
- d. Telephone Number: \_\_\_\_\_
- e. Year Founded: \_\_\_\_\_

2. Describe Prescription Drug experience:

- a. Number of Texas School District Clients: \_\_\_\_\_
- b. Name of primary network: \_\_\_\_\_
- c. Other: \_\_\_\_\_

3. Provide three (5) client references (preferably school districts):

<b>Name of Client</b>	<b>Contact Person</b>	<b>Telephone Number</b>	<b>Number of Employees</b>

4. Describe Pharmacy network:

- a. Will you be willing to provide a list of pharmacists currently in the pharmacy network in Cameron & Hidalgo Counties upon request?                      Yes \_\_\_\_\_ No \_\_\_\_\_
- b. Describe the relationship with pharmacists including the degree of automation and reimbursement procedures:  
\_\_\_\_\_  
\_\_\_\_\_

c. **The District is soliciting 100% Transparent Modeling only. Is your proposal transparent?**  
**If your answer is no, discontinue answering the questionnaire.** Yes \_\_\_\_\_ No \_\_\_\_\_

5. Services

- a. Will your proposal provide real-time software free of charge? Yes \_\_\_\_\_ No \_\_\_\_\_
- b. Will your Standard monthly reports contain all dispensing data? (NDC, Drug name, strength, days' supply, ingredient cost, AWP, etc.) Is there a copy of that report attached? Yes \_\_\_\_\_ No \_\_\_\_\_
- c. Will you provide a copy of the current Maximum Allowable Cost (MAC) pricing? Yes \_\_\_\_\_ No \_\_\_\_\_
- d. What is the percentage of the MAC expressed as a percentage of the available generics? \_\_\_\_\_
- e. Will there be a price differential (spread) between the amounts paid to the pharmacy providers and the amount billed to the District? Yes \_\_\_\_\_ No \_\_\_\_\_
- f. Will your Agreement allow for third-party audits of the District's cost and expenses? Yes \_\_\_\_\_ No \_\_\_\_\_
- g. The district would like to implement an International Pharmacy Program to combat the rise in high-cost medications. Does your firm provide a similar program? Yes \_\_\_ No \_\_\_ If yes, please elaborate below:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Prescription Drug Costs:

Attach complete fee schedule including dispensing and AWP drug cost per 30-day supply. Include administration fees or any other fees associated with this proposal.

- 7. Are rates per script guaranteed for (3) three years? Yes \_\_\_\_\_ No \_\_\_\_\_
- 8. Is there a MAC pricing guarantee? Yes \_\_\_\_\_ No \_\_\_\_\_
- 9. What is the length of time in which MAC pricing is guaranteed?  
\_\_\_\_\_
- 10. Will you provide member ID cards free of charge? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how long will this process take? \_\_\_\_\_

11. Other

a. Describe the pre-authorization (PA) process and do you have the ability to process PAs electronically:

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b. Does your proposal include 100% prescription rebates with no sharing? Please explain the rebate program.

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12. Please state any variations to the Request for Proposal Assumptions or other qualifications for your proposal response:

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13. Is a proposed Copy of an ASA Agreement attached? Yes \_\_\_ No \_\_\_

14. Are you a licensed Third-Party Administrator in the State of Texas? Yes \_\_\_ No \_\_\_

15. Are you offering a (3) three-rate guarantee on Administration Fees? Yes \_\_\_ No \_\_\_

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Company Name

---

Address

---

Type Signatory's Name and Title

---

Authorized Signature

---

Email Address

---

Telephone / Fax Numbers

# **SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT**

## **Pharmacy Benefit Management (PBM) Services, 100% Transparent Modeling** **(RFP # 26-010)**

### **FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, 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)**

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

**VENDOR'S NAME:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED) & SIGNATURE:**

\_\_\_\_\_ / \_\_\_\_\_

**DATE:** \_\_\_\_\_

**\*\*\*\*\* PLEASE CHECK OFF A SELECTION BELOW \*\*\*\*\***

- ( ) A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- ( ) B. My firm is not owned and/or operated by anyone who has been convicted of a felony.
- ( ) C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon: \_\_\_\_\_

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

\_\_\_\_\_

# SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

## Pharmacy Benefit Management (PBM) Services, 100% Transparent Modeling (RFP # 26-010)

According to the Texas Education Code, Subchapter B, Section 44.031 (b), in determining to whom to award a contract, the district shall consider the following:

- (1) the purchase price of all plan aspects;
- (2) the reputation of the vendor and of the vendor's goods or services;
- (3) the quality of the vendor's goods or services;
- (4) the extent to which the goods or services meet the district's needs;
- (5) the vendor's past relationship with the district;
- (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized business **(not applicable)**;
- (7) the total long-term cost to the district to acquire the vendor's goods or services; and
- (8) Whether the vendor or the vendor's ultimate parent company or majority owner: A) has its principal place of business in this state; or B) employs at least 500 persons in this state;
- (9) any other relevant factor specifically stated in the request for bids or proposals.

**NON-COLLUSION STATEMENT & SIGNATURE SHEET**

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

Further, I affirm that prior to or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with South Texas ISD, other than Marla Knaub, Assistant Superintendent for Finance and Operations, prior to the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

I also affirm that no officer or stockholder of the offeror (bidder) is a member of the staff, or related to any employee or Board Trustee of South Texas ISD **except** as noted herein \_\_\_\_\_

By signing this proposal, vendor makes the assurance that vendor has not been debarred or suspended from conducting business with the U. S. Government according to Executive Order 12549 entitled “Debarment and Suspension.”

I, \_\_\_\_\_, fully understand the proposal’s requirements and *(Print/Type Name of Company Officer)* specifications.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on the attached felony conviction notification form. I have also signed the form.

COMPANY \_\_\_\_\_ EMPLOYER I. D. No. \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

TELEPHONE/FAX ( ) \_\_\_\_\_ / \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## CONFIDENTIAL DISCLOSURE STATEMENT

**For purposes of complying with the Texas Public Information Act (the “Act”), we are asking that VENDORS interested in submitting a response to a district’s request for bids, proposals or qualifications statements INCLUDE A STATEMENT (THIS FORM) STATING WHETHER NONE, ALL, OR SOME OF THE INFORMATION SUBMITTED WITH THEIR RESPONSES IS CONSIDERED BY THE COMPANY AS CONFIDENTIAL BECAUSE IT MEETS ONE OR MORE OF THE EXCEPTIONS LISTED IN THE ACT.**

**Failure by the company(s) to fill out and sign this form, will release South Texas ISD of any liabilities in the event South Texas ISD releases information included in their bids, proposals or qualifications statements responses as a result of complying with a request for public records under the Act.**

**If the Confidential Disclosure Statement is properly filed, and South Texas ISD receives a request for public records under the Act related to such vendor’s response, South Texas ISD will seek an opinion from the Texas Attorney General’s Office as required.**

This Confidential Disclosure Statement is being made by:

\_\_\_\_\_ to South Texas ISD for  
*(Vendor Name)*

the purpose of non-disclosure of various materials included in this package.

The rights and obligations of the parties with respect to such information are as follows:

1. “Disclosing Party” means a party that discloses Confidential Information under this Request. “Receiving Party” means a party that receives Confidential Information under this Request.
2. “Confidential Information” means information of any kind which is obtained by Receiving Party from Disclosing Party relating to this *Request and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.*
3. Notwithstanding the foregoing, Confidential Information shall not include any information that:
  - a) is publicly available prior to the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;
  - b) was known to the Receiving Party prior to the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to Disclosing Party to keep such information confidential;

- c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; **or**
  - d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.
4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.
  5. **As stated above, in the event South Texas ISD receives a request for public records under the Act related to the vendor's response, South Texas ISD will seek an opinion from the Texas Attorney General's Office as required.**
  6. This Agreement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.

***This Statement shall not be construed as an obligation to enter into a Purchasing Agreement or any other subsequent relationship or agreement.***

\_\_\_\_\_ (vendor) wishes to have the following pages protected under this agreement and not be released to a third party. The following pages are not to be disclosed unless South Texas ISD receives authorization via an opinion from the Texas Attorney General's Office:

- NONE of the Pages in this Request for Proposal (#0724-PBM) are Confidential.
- ALL Pages in this Request for Proposal (#0724-PBM) are Confidential.
- ONLY Pages \_\_\_\_\_ are labeled as Confidential (RFP# 0724-PBM)

Name of Company or Firm: \_\_\_\_\_

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

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

## **Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

### **Filing Process:**

By January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site by January 1, 2016. A sample Form 1295 is included in this procurement document to make prospective vendors aware of this requirement. Vendors are NOT required to complete the enclosed form and include it in their response. Complete instructions and important information can be located from the following link:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

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

OFFICE USE ONLY

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

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

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

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

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

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath

\_\_\_\_\_  
 Printed name of officer administering oath

\_\_\_\_\_  
 Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**



# 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



Always Innovating

**South  
Texas ISD**

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

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

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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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RIO GRANDE VALLEY | GRADES 6-12

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

## **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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# South Texas ISD

RIO GRANDE VALLEY | GRADES 6-12

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

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.

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**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).

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**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.

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**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.

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**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.

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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: \_\_\_\_\_

# EXHIBITS

“Available on District Website”