



Always Innovating

**South
Texas ISD**

RIO GRANDE VALLEY | GRADES 6-12

7001 E. EXPRESSWAY 83., MERCEDES, TX 78570

P: 956.565.2454

STISD.NET

Dear Prospective Vendors:

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

ITEM: PETROLEUM PRODUCTS
BID NUMBER: RFP 26-014

EFFECTIVE DATES: 2025-2026 SCHOOL YEAR

Sealed bids will be received no later than **2:00 PM, Wednesday, May 21, 2025**. Bids must be plainly marked on the outside of envelope **SEALED BID: RFP 26-014, PETROLEUM PRODUCTS** Business Office, STISD, 7001 E. Expressway 83, Mercedes, Texas, 78570 or delivered to the STISD Business Office, at the same address. **Bids must be made on the enclosed bid document. Faxed, emailed, or phone bids will not be accepted.**

Only bids received by the date and time specified will be considered. Bidders are invited to be present at the opening of the bids at the above address, on the above date and time.

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

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

Your proposal will be appreciated.

Sincerely,

Marla Knaub
Assistant Superintendent for Finance & 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
PETROLEUM PRODUCTS
BID 26-014

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

- 1. INSTRUCTIONS TO BIDDERS:** Bidders shall carefully examine the specifications and other documents. Should the bidder find discrepancies in, or omissions from the specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the District and obtain clarification by addendum prior to submitting any bid.
- 2. APPLICABILITY:** These conditions are applicable and form a part of all contract documents and a part of the terms and conditions of any bid submitted, unless, bidder takes exception in writing when submitting quotations.
- 3. BID SUBMISSION:** A signed, submitted bid constitutes an offer to perform work and/or deliver the products specified in the bid solicitation. Bids must be submitted on this form only and must reach the SOUTH TEXAS ISD Business Office, 7001 E Expressway 83, Mercedes, Texas 78570 on or before 2:00 PM, Wednesday, May 21, 2025. Submit one copy in a sealed envelope, plainly marked SEALED BID: BID 26-014, PETROLEUM PRODUCTS. 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. It is recommended that vendor shall the drop off to hand deliver the proposal prior to the deadline specified herein. Bids are to be delivered to South Texas ISD Administration. Inquiries pertaining to this bid should be identified by title, date and bid number. In the event you are unable to bid, please indicate on this form and return to us.
- 4. SEALED BID:** Only sealed bids are acceptable. Faxed, telephone or emailed bids will not be accepted by South Texas ISD.
- 5. ACCEPTANCE:** South Texas ISD reserves the right to accept or reject any or all bids, to waive all formalities in the bid process and to accept the offer considered most advantageous to the District.
- 6. ERROR/QUANTITY:** Bids must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit price will govern.

- 7. ACCURACY OF BIDS:** It is specifically understood and provided that a bidder's proposal represents a true and correct statement of such proposal and contains no clause for claim of omission or error. Any bidder who is extended the privilege of withdrawing a bid because of having proven mechanical error in their bid will be removed from the bid list.
- 8. DELIVERIES:** All deliveries required in this bid will be freight prepaid, F.O.B. destination. Bid prices will include all freight and delivery charges. The South Texas ISD assumes no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by District of damage.
- 9. PRICES:** Bid prices must be for a minimum of ninety (90) days from the date of bid closing. In the case of an annual contract bid request, the price must remain firm for the period specified. "Discount from List" bids are not acceptable unless specifically requested.
- 10. AUTHORIZED SIGNATURE:** Bids must show full firm name and address of bidder, and be signed. Failure to do so will disqualify bid. Person signing bid must show title or authority to bind his firm in a contract.
- 11. WITHDRAWAL OF BID:** Will not be allowed for a period of 60 days following the bid opening. No bid may be withdrawn after closing without acceptable reason in writing and with the approval of the Purchasing Agent.
- 12. ALTERING BIDS:** Bids cannot be altered or amended after bid closing. Alterations or interlineations made before bid closing must be initialed by bidder to guarantee authenticity.
- 13. INVOICES:** All invoices must be submitted for payment by the successful bidder to the South Texas ISD Accounts Payable, 7001 E Expressway 83, Mercedes, Texas 78570.
- 14. CASH DISCOUNT:** Payment terms are Net 30 days given that the goods and/or services received are in satisfactory condition. Any discounts available to the District for early payment should be noted. Discounts may be considered in determining low bid.
- 15. TAXES:** The South Texas ISD is exempt from State sales tax. Taxes must not be included in the bid. Tax exemption certificates will be executed by the South Texas ISD and furnished upon request.
- 16. INSURANCE:** If insurance and/or workers' compensation is required by the District for said bid item(s), proof of insurance and/or workers' compensation should be submitted to the Purchasing Agent prior to commencement of the project. The South Texas ISD reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the bidder.

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

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

18. EQUIVALENT CAUSE: Whenever in any of the Conditions of Agreement, an article, or material, is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or District approved equal", if not inserted, will be implied. The specific article or material mentioned will be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and will not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. If brand other 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 Assistant Superintendent for Finance, 7001 E Expressway 83, Mercedes, Texas 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 Business Office
- b. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

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

21. WARRANTY CONDITIONS: Warranty conditions for all components will be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Bidder will be an authorized dealer, distributor or manufacturer for the product. All components bid will be new unless clearly stated in writing. All applicable warranty literature must be submitted with bid.

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

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

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

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

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

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

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

29. CONDITION: Unless otherwise indicated, items will be new, unused and in first class condition and delivered in containers suitable for damage-free shipment and storage. South Texas ISD will not accept "factory seconds" or otherwise inferior goods

and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

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

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

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

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

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

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

SPECIAL TERMS AND CONDITIONS FOR BIDDING

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 August 1, 2025 through July 31, 2026. 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 one year, with an option to renew for two additional one-year terms at the discretion of South Texas ISD.

PRICE: All prices bid should be in terms of the margin of profit over the OPIS average price for the Rio Grande Valley, Harlingen listing. Prices to be paid by the District will be the OPIS average listing for the Valley plus the bidder's margin of profit quoted, Texas Water Commission Fee, State Tax and Super Funds Fee. Do not include federal tax on bid quotes, as the District is exempt.

QUANTITY: Deliveries of gasoline and deliveries of diesel amount to approximately 6,000 gallons of gasoline and approximately 30,000 gallons of diesel monthly. This estimate should not be construed to be a guarantee of either minimum or maximum since purchases are dependent upon actual need and available funding.

LIABILITY: Vendor must furnish proof of general liability insurance in the amount of \$1,000,000 and auto insurance in the amount of \$500,000.

WORKERS' COMPENSATION: Provide and maintain Workers' Compensation Insurance as required and in compliance with the laws of the State of Texas.

BID AWARD: Only gasoline and diesel bids will be awarded to one vendor. All other items may be awarded to the bidder who offers the best value to the district.

MSDS SHEETS: MSDS sheets are required for all solvents, chemicals or other materials that necessitate the use of personal protective equipment (PPE).

ORDERING: Supplier will accept purchase orders by either fax or email. A confirming copy of orders made by fax will not be sent unless otherwise specified. Proper authorization for orders and issuance of approved purchase orders is required for all purchases. 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 and testing of the product. Be sure to indicate the "Brand Name" of each item bid.

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.

DELIVERY TIME: Seller must deliver goods within a reasonable time after receipt of purchase order.

DELIVERIES: All deliveries are to the designated District facility. Prior arrangement for all deliveries must be made with the requesting office (information provided below). Deliveries will be accepted only between the hours of 8:00 AM and 3:00 PM during workdays.

CERTIFICATION: Certification will be required that all gasoline has detergent additives added.

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.

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.

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 then, and after adequate time to remedy and as part of remedy, be replaced without charge to STISD's satisfaction. This will be provided at no additional cost to STISD 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.

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 testing, 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

Please list three references that you currently do business with.

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

**SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
PETROLEUM PRODUCTS
BID SHEET
RFP 26-014**

Deliveries to be made to South Texas ISD

Mercedes Complex 100 Med High Drive Mercedes, TX 78570 956-565-2454	World Scholars 510 S. Sugar Road Edinburg, TX 78539 956-383-1684	Medical Professions 10650 North Expressway 77/83 Olmito, TX 78575 956-214-6123	Rising Scholars Academy 151 S. Helen Moore Rd. San Benito, TX 78586 956-421-1223
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Storage Capacity	Number of Gallons Mercedes	Number of Gallons Edinburg	Number of Gallons Olmito	Number of Gallons San Benito	Total District Estimated Usage Per Year Number of Gallons
Diesel	5,200	9000	6,000	1,000	
Gasoline	1,000	3,000	2,000	500	
Propane	2,000	0	0	0	

Estimate Monthly Usage	Mercedes	Edinburg	Olmito	San Benito	Total
Diesel gallons	7700 Monthly	4,700 Monthly	6,500 Monthly	3,000 Monthly	21900 Monthly
Gasoline gallons	2500 Monthly	700 Monthly	1000 Monthly	250 Monthly	4450 Monthly
Propane gallons	250 Monthly	0 Monthly	0 Monthly	0 Monthly	250 Monthly
Antifreeze (Ethylene Glycose Base) 55 gallon drums	9 Yearly	4 Yearly	2 Yearly	2 Yearly	17 Yearly
Motor Oil Multi-Purpose 1540 (Diesel) 55 gallon drums	15 Yearly	12 Yearly	10 Yearly	5 Yearly	42 Yearly
Gear Oil (85/140) 55 gallon drums	3 Yearly	2 Yearly	2 Yearly	1 Yearly	8 Yearly
Transmission Oil (Dextron II) 55 gallon drums	4 Yearly	4 Yearly	4 Yearly	2 Yearly	14 Yearly
Transmission Oil Synthetic (Mercon V) 55 gallon drums	4 Yearly	5 Yearly	2 Yearly	1 Yearly	12 Yearly
Motor Oil 1030 wt 55 gallon drums	4 Yearly	1 Yearly	1 Yearly	0 Yearly	6 Yearly
Solvent/Mineral Spirits	6 Yearly	1 Yearly	2 Yearly	0 Yearly	9 Yearly
DEF	36 Yearly	12 yearly	24 Yearly	10 Yearly	82 Yearly

**SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
 PETROLEUM PRODUCTS
 BID ACCEPTANCE FORM
 RFP 26-014**

Company: _____

Address: _____

City/State/Zip: _____ Telephone: _____

Print Name: _____ Title: _____

Authorized Signature: _____

	Diesel Fuel 40 Octane	Gasoline Fuel 87 Octane	Propane
Base Price (Opis Avg)			
Margin			
Superfund Tax			
GWPA			
TX Delivery Fee			
Commission			
Delivery Price			
Other Charges			
Total			
10 Day Discount			
10 Day Pay Price			

	Drum (55 Gallons)	Drum Deposit
Motor Oil Multi-Purpose 1540 (Diesel) 55 gallon drum		
Gear Oil (85/140) 55 gallon drum		
Transmission Oil (Dextron II) 55 gallon drum		
Transmission Oil Synthetic (Mercon V) 55 gallon drum		
Motor Oil 1030 wt.		
Solvent/Mineral Spirits		



Vendor Application

Vendor Identification:

Name of Company/Firm: _____

Vendor DBA, if appropriate: _____

Tax ID No. _____

List any Cooperative contracts such as EPCNT, TIPS, Buy Board, etc.

Goods and Services Provided:

Vendor Contact Information:

Vendor Mailing Address: _____

Vendor Remit Address: (if different from mailing address)

Vendor Phone Number: _____

Vendor Fax Number: _____

Vendor Website URL: _____

Vendor Email Address: (for distribution of Purchase Orders)

I hereby certify that the above information is true and correct. I further certify that I am an authorized representative of this vendor.

Vendor Authorized Representative (Print Name) Title

Vendor Authorized Representative (Signature) Date

Please note that completing and submitting this form does not mean you are approved to do business with South Texas ISD. Upon receipt and approval of these form, you will be entered into the district's vendor files.

According to Board approved District policy, only Purchasing Department personnel are authorized to make commitments to purchase for South Texas ISD. South Texas ISD, therefore, assumes no liability for payment obligations except those authorized by a properly executed purchase order issued by the Purchasing Department.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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

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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:

(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.

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
NON-COLLUSIVE BIDDING CERTIFICATE
BID ACCEPTANCE FORM**

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.

FIRM NAME

DOING BUSINESS AS (dba)

ADDRESS

CITY, STATE, ZIPCODE

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNATURE FO COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

COMPANY OFFICIAL (PRINT NAME)

OFFICIAL TITLE/POSITION



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

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.

4. Confidential/Copyrighted Information

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



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

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

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

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.

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.

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.

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."

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

7001 E. Expressway 83, Mercedes, TX 78570

ACH Vendor Direct Deposit Form

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

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

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

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

Section 3: Authorization for Direct Deposit Setup (REQUIRED)
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.**