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**South
Texas ISD**

RIO GRANDE VALLEY | GRADES 6-12

REQUEST FOR PROPOSALS (RFP)

RFP 27-003

General Veterinary Services

South Texas Independent School District is now accepting sealed proposals from qualified Veterinarians interested in providing General Veterinary Services. Sealed proposals must be received by **2:00 p.m., CST, Tuesday January 27, 2026**. (The clock located at the front desk in South Texas Independent School District Administration will be the official time.) Proposals received after this deadline will not be opened and will be considered void and unacceptable.

Proposals will be publicly opened in a manner that does not reveal their contents immediately following the due date and time at South Texas ISD Administration, 7001 E. Expressway 83 Mercedes, TX 78570. The contents of all proposals will remain confidential until after a contract has been awarded by South Texas ISD Board of Directors.

The RFP packet may be obtained from the district's website at:
<https://www.stisd.net/community/public>

All inquiries about this RFP must be submitted in writing to the Purchasing Department at via email: reynaldo.cantu@stisd.net "cc" marla.knaub@stisd.net .

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Assistant Superintendent of Finance & Operations

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South Texas Independent School District
Request for Proposal #27-003
General Veterinary Services

I. Introduction

South Texas ISD is soliciting proposals from interested and qualified Veterinarians to provide General Veterinary Services. The district reserves the right to make a single award or multiple awards to accomplish all services outlined in this RFP.

A. Clarification and Interpretation of RFP

1. The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
2. The district desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

B. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the district may evaluate the proposer’s products and services as they compare to the other providers and as they pertain to the needs of the district’s organization as defined in this document.

C. Confidential or Proprietary Information

Throughout the process of evaluating proposals and negotiating a contract, all information contained in proposals shall be kept confidential. Upon board of directors’ award of contract or rejection of all proposals, contracting information, as defined by Texas Government Code 552 and in this document, shall be open for public inspection. This includes successful and unsuccessful proposals. Exceptions may be made if releasing the information would harm district interests by providing an advantage to a competitor or bidder in a future competitive situation, or if information requested contains trade secrets, or proprietary information.

Any information that the potential vendor or Proposer believes may be considered proprietary, confidential or a trade secret should be stamped with the term CONFIDENTIAL on that part of the proposal. All proposals and parts of proposals which are not marked as confidential will be automatically considered public information after the contract is awarded. If the vendor, contractor, potential vendor, or potential Proposer wishes to claim that information is proprietary, they must demonstrate based on specific factual evidence that disclosing the information would reveal an individual approach to work, organizational structure, staffing, internal operations, processes, or discounts, pricing methodology, cost data or other pricing information that will be used in future solicitation or bid documents; or give advantage to a competitor.

In the event that information contained in those sections marked confidential are included in an Open Records Request, the district will decline to release the information for the purpose of requesting an attorney general decision. The district will make a good faith effort to contact the

vendor, so they may submit in writing to the attorney general the reasons why the information should be withheld or released. If the vendor cannot be contacted, the information may be released without further review. The process to be followed upon receipt of the request for information that potentially contains trade secrets, or proprietary or confidential information will be as follows:

1. District will make a good faith effort to notify the vendor in writing that the information has been requested within a reasonable time, but no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) with the information should be withheld and a letter, memorandum, or brief in support of that reason.
2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum or brief contacts the substance of the information requested, the copy sent may be a redacted copy.
3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or propriety information as defined in Texas Government code 552. The decision shall be rendered no later than the 45th business day after the date the attorney general received the request for a decision.

Contracting Information – information in a voucher or contract relating to the receipt of expenditure of public funds; solicitations or bid documents; communications sent between the district and a vendor, contractor, potential vendor or potential Proposer during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each vendor; and communications and other information sent between district and a vendor or Proposer related to the performance of a final contract with district or work performed on behalf of district.

Trade Secrets – all forms and types if information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique process, procedure, financial date, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

D. Background Information

South Texas Independent School District (STISD) serves middle school and high school students who live along the southernmost tip of Texas, the region known as the Rio Grande Valley. The district stretches over three counties, Cameron, Hidalgo and Willacy, and overlaps 28 other school districts, an area of 3,643 miles.

STISD is comprised of seven magnet schools throughout the Rio Grande Valley.

Middle Schools (Serving grades 6-8):

South Texas ISD Preparatory Academy (Preparatory Academy) in Edinburg
South Texas ISD Rising Scholars Academy (Rising Scholars Academy) in San Benito
High Schools (Grades 9-12):

South Texas ISD Health Professions (Health Professions) in Mercedes
South Texas ISD Medical Professions (Medical Professions) in Olmito
South Texas ISD Science Academy (Science Academy) in Mercedes
South Texas ISD World Scholars (World Scholars) in Edinburg
Middle & High School (serving grades 6-12):

South Texas ISD Virtual Academy (opened in fall 2021) - STISD's newest school, through which students within the tri-county area served by the district can participate in courses 100 percent virtually from home

The only all-magnet school district in the state, STISD offers Valley students an educational alternative. STISD schools provide a personal environment, a strong scholastic program and hands-on training in various professional career fields.

Because it is a public school district, there is no cost for students to attend, and bus transportation is also free of charge. Best of all, STISD schools maintain an open enrollment policy, meaning any student with the desire to learn and work hard can attend so long as he or she resides within the tri-county area.

All schools are accredited by the Texas Education Agency and Southern Association of Colleges and Schools. Over 95 percent of STISD graduates continue their education at major universities or technical colleges.

South Texas Independent School District established its own standalone district police department in the summer of 2025 through the hiring of its first-ever chief of police, Chief Steven Cortez. With the support of the STISD board of directors, Chief Cortez has worked alongside Dr. Marco Antonio Lara, Jr., STISD superintendent of schools, to expand this department to include a police captain and eight officers to oversee safety and security and law enforcement operations at the campuses on a day-to-day basis. Fall 2025 we are adding a new officer and K9 to the team.

II. Instructions to Proposers

A. General

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration. The district shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified.

1. At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the South Texas ISD.

Proposers can attend in person at the address below:

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

2. South Texas ISD requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal.

B. Proposal Submission

The district will receive proposals hard copies delivered to the Purchasing Department.

1. Delivery or Mail – Hard Copies

Hard copy proposals can be submitted with one (1) marked original, one (1) marked copy and one (1) electronic copy (flash drive) properly labeled and clearly marked with the RFP number and description. Hard copies should be delivered to:

South Texas ISD Administration

Purchasing Department

7001 E. Expressway 83

Monday – Thursday 8:30 am to 4:30 pm

Friday: 8:30 am to 3:30 pm

Office Closed for Lunch 12:00pm – 1:00pm

Proposals sent via courier must be sealed in a separate envelop inside of the mailer.

Mark envelope/package: #27-003 General Veterinary Services

C. Proposal Timeline

The vendor/Proposer selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued:	December 20, 2025
Deadline for Submitting Questions:	January 19, 2026, by 5:00 p.m.
Proposal Submission Deadline:	January 27, 2026, 2:00 p.m.

III. Scope of Work

A. Specifications/Requirements

Veterinarian Medical Facility must be able to provide/conduct and/or maintain the capability to provide/conduct the following services

1. Non-Emergency and Emergency Office Visits
2. Annual Wellness Exams for general health maintenance/ Wellness Screenings
3. Blood and lab work to include complete blood counts (CBC)
4. X-ray services.
5. Yearly vaccinations required by the Texas Health and Safety Code for dogs.
6. Fecal examinations for intestinal parasites.
7. Heartworm examinations.
8. Administer rattlesnake vaccinations and other vaccinations as needed.
9. Maintain capability to provide advanced cardiac life support. (In addition to basic circulation. airway and breathing. this is inclusive of administration of emergency drug

- therapy such as adrenaline. amiodarone. lidocaine. atropine etc. . and cardiorespiratory monitoring).
10. House and board dogs.
 11. Provide the following vaccines
 - Rabies
 - Distemper
 - Lepto
 - Bordetella
 - Parvo-virus
 - Influenza
 - Rattlesnake
 - Pro-heart for heartworms (Or equivalent vaccine)
 12. Laser Therapy for Arthritic or minor orthoscopic or spinal injury.
 13. Provide hospitalization services.
 14. Must have the capability to conduct/perform emergency/non-emergency surgeries for the followings:
 - Bloat or GDV
 - Ruptured Spleen
 - Internal Trauma
 - Tension Pneumothorax
 - Administer. monitor and maintain anesthesia during surgery
 - Monitor and board canines recovering from surgery
 15. Dental cleaning and emergency dental extraction procedures.
 16. Provide ultrasound imaging.
 17. Must be able to provide the following medications or medications equivalent to the following:
 - Nexgard
 - Proheart
 - Heartgarg
 - Tri-fexis
 - Simparica
 - Prescribe medically necessary medications and/or treatments not specified herein, on an as needed basis.
 18. Veterinarians must hold a Veterinary Medicine (DVM) degree and any and all appropriate licensure. Preference is given to Veterinarian with prior experience handling and treating patrol trained law enforcement dogs for all services (as needed).
 19. Must be able to respond to regular, non-emergency phone calls within fifteen (15) minutes and shall be immediately available by phone for emergency phone calls. Additionally, must be able to give priority to all South Texas ISD PD Canine Unit visits.
 20. Have sufficient number of trained and licensed technicians and/or staff to provide and respond to injury caused by trauma, including but not limited to advanced cardiac life support.
 21. Maintain all records for each Police Dog on behalf of the STISD PD Canine Unit and be able to maintain a complete veterinary history for each Police Service Dogs including treatments,

evaluation and prescriptions. Veterinary records shall stay at the veterinarian facility but will be accessible to South Texas ISD. Must be able to maintain all records from specialist services for each Police Dog. Veterinarian will explain its policies regarding release of such records to STISD at the end of the contract term.

22. The above listed specifications are the minimal requirements needed to provide services to the South Texas ISD PD K9 unit.

V. Proposal and Evaluation Format

Proposer's submission package shall consist of the following:

1. Completed Proposal Cover Sheet
2. Tab A – Qualifications and Experience
3. Tab B – Ability to Perform
4. Tab C – Location
5. Tab D – Pricing and Fees
6. Tab E – Forms (Attachment A)
 - Public Information Act
 - Conflict of Interest Questionnaire

A. Proposal Format

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

1. TAB A – Qualifications and Experience

a) Qualifications

1. Provide a brief description background and history of the company and the number of Veterinarians or Vet Technicians the district will be directly involved with.
2. Include the names, qualifications, years of experience and other detailed background information such as level of expertise, education, and a current and good standing license to practice veterinary medicine.
3. Have adequate facilities for performing necessary procedures and temporary storage of animals after said procedure.

b) Experience

1. Provide proof of demonstrated experience in providing veterinary services to private and governmental entities within the State of Texas.
2. Proposer to provide at least five (5) references for agencies for which you have provided this type of service. References should include, at a minimum, two (2) government entities or other entities of comparable size as or larger than South Texas ISD. Include the name of the agency, contact name, telephone numbers, email address, date/length of the contract and a brief summary of work.
3. Provide professional experience with shelter medicine.

2. TAB B – Ability to Perform (45 points)

- a) Provide written explanation and records to proposers' ability to meet the requirements under the scope of responsibilities.

3. TAB C – Location

- a) Provide the location of the clinic in relation to the shelter.

4. TAB D - Pricing and Fees

- b) All rates and fees must be listed on the proposal cost sheet. The city will not be responsible for paying any fees not specifically listed. The fees and charges presented shall remain firm for the original term of the agreement.
- c) Describe how and when the fees apply.
- d) Identify and list all special services and identify charges pertaining to such service.

5. TAB E – Forms (Attachment A)

- a) Completed South Texas ISD Texas Public Information Act
- b) Provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ).

B. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all the responses that are submitted. Evaluation ratings will be on a 100-point scale and those proposers selected for a short list may be invited to attend an interview, at the proposer’s own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The district’s process is as follows:

- 1. City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The district will evaluate all proposals based on the following criteria:

Criteria	Points
Qualifications and Experience	15
Ability to Perform	45
Location	5
Pricing and Fees	35

- 2. Scoring for Ability to Perform Criteria will be broken down in the following manner:
 - If partial option is submitted by the proposer, the points for that category will total to calculate base percentage.
- 3. Pricing and fees will be evaluated based on the cost sheet fees and discount percentage.
- 4. Once proposals are scored, the evaluation team will select finalist and decide whether interviews should be conducted.
- 5. Should negotiations be unsuccessful, the district shall enter negotiations with the next, highest ranked vendor. The process shall continue until an agreement is reached with a qualified vendor.

6. This RFP does not commit the district to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews if needed.
7. The district reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The district reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the district's judgement as the appropriateness of an award to the best evaluated proposer. The information maybe appended to proposal evaluation process results.

VI. Contract Terms and Conditions

A. General

This will be a one (1) year contract, with three (3) one-year renewal terms available upon the mutual agreement of the parties with no more than a 3% escalation factor per renewal. The annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion. The district reserves the right to make a single or multiple awards, whichever are in the best value to the district to accomplish all services outlined in this proposal.

B. Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the district, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the district, any other party indemnified hereunder, the Firm, or any third party.

C. Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the district, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the district, any other party released hereunder, the firm, or any third party.

TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The district reserves the right to make a single award or multiple awards, whichever are in the best interest of the district.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

QUANTITIES: The quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

TAX EXEMPTION: The district is not liable to respondent for any federal, state, or local taxes for which the district is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The district's Tax Exemption Certificate will be furnished by the district on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the district's understanding of submissions.

EVALUATION PROCESS: It is the district's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, South Texas ISD will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The district has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The district may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the district will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: South Texas ISD will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting Proposer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in South Texas ISD Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.stisd.net/community/public>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the district after the submission deadline will be considered void and unacceptable. South Texas ISD is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Administration or Purchasing Department's desk at 7001 E. Expressway 83, Texas, 78570 shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The district has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the district for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the district is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the district requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the district based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the district prepared contract and any additional district or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the district prepared contract and a document incorporated by reference, the district prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the district's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The district's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the district's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the district by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Hidalgo County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of South Texas ISD. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the South Texas ISD, including affiliations and business and financial relationships such persons may have with South Texas ISD officers. By doing business or seeking to do business with the South Texas ISD, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: South Texas ISD may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. South Texas ISD will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

INVOICES: Invoices must be itemized, and purchase order number must be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Invoices submitted for payment shall be e-mailed to: South Texas ISD, Accounts Payable. Invoices can be mailed to Attn: Accounts Payable, to the address: 7001 E. Expressway 83, TX 78570. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

South Texas Independent School District -
Account Payables (Vendors #'s-Li)
Attn: Maricruz Moreno
7001 E. Expressway 83
Mercedes, TX 78570
maricruz.moreno@stisd.net

South Texas Independent School District -
Account Payables (Vendors Lo-Z)
Attn: Yolanda Olivo
7001 E. Expressway 83
Mercedes, TX 78570
yolanda.olivo@stisd.net

South Texas Independent School District -
Account Payables (HEB, SAM'S, Child Nutrition Vendors, Utilities, Travel)
Attn: Miriam Jimenez
7001 E. Expressway 83
Mercedes, TX 78570
miriam.jimenez@stisd.net

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect South Texas ISD from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: South Texas ISD reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that South Texas ISD may have in law or equity. Respondent, in submitting this proposal, agrees that South Texas ISD shall not be liable to prosecution for damages in the event that the district declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by South Texas ISD shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Mercedes, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of South Texas ISD.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the South Texas ISD.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the Board of Directors. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 1295)*** at the time the signed contract is submitted to the district. This applies to any contract of any amount that must be approved by the district. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/File/>

Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the South Texas ISD from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a district may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the South Texas ISD from entering into a contract with that vendor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.

Attachments - Forms

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
------------------	--------------------------	------

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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Individual or company name goes here

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

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

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

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

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

Check if applicable

Complete this section if applicable.

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

7 Signature & date required from ALL VENDORS

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(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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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.

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
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.

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: _____



Always Innovating

South Texas ISD

RIO GRANDE VALLEY | GRADES 6-12

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.**



Criminal History Record Information for Contracted Services

CONFIDENTIAL

The Texas Education Code Section 22.0834 authorizes the District to obtain criminal history information on an employee of, or applicant for employment by, a person that contracts with the District to provide services if: the employee or applicant has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The information requested below is necessary to obtain criminal history record information.

Vendor Name: _____

Campus/Department Originating Contract: _____

Last Name: _____ First Name _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Sex: () Male () Female

Ethnicity: () Black () White/Other

I hereby authorize the South Texas Independent School District to obtain from any law enforcement agency or criminal justice agency all criminal history record information that relates to me.

Note to Contractors: The information you are providing about age, sex, and ethnicity will not be used to determine eligibility for award of a contract but will be used solely for the purpose of obtaining criminal history record information.

Signature

Date