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: **UNEMPLOYMENT COMPENSATION INSURANCE**

BID NUMBER: **RFP 27-018**

EFFECTIVE DATES: **2026-2027 SCHOOL YEAR**

Sealed bids will be received no later than **2:00 PM, Thursday, September 10, 2026.** Bids must be plainly marked on the outside of envelope **SEALED BID: RFP 27-018, UNEMPLOYMENT COMPENSATION INSURANCE.** South Texas ISD Administration - Business Office, 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 or emailed bids will not be accepted.**

The Request for Proposal package will be available for download from our website at https://www.stisd.net/departments/business-finance/purchasing/bid-opportunities. Only bids received by the date and time specified will be considered.

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,

Delia Garcia

Delia Garcia
Finance Director

SANDRA GARZA OCHOA, PhD, CSC, LPC, CRC, BCBA
Superintendent

EFRAIN GARZA
Deputy Superintendent

MARLA R. KNAUB
Assistant Superintendent for Finance & Operations

LISSA FRAUSTO, MBA, SPHR
Assistant Superintendent for Human Resources

Scope of Work/Specifications

I. STATEMENT OF OBJECTIVES

South Texas Independent School District is soliciting proposals to enter into an agreement with a contractor qualified to administer the STISD Unemployment Compensation Program. The contractor will be thoroughly knowledgeable in the State of Texas Unemployment Compensation laws and in responding to the Unemployment Compensation RFP 27-018.

The contract will commence October 1, 2026 and will end September 30, 2027 with an option to renew a second and third year.

II. District Profile

A. Number of Schools: 7 (4 HS, 2 JH, 6-12 Grade - Virtual Academy)
B. Accreditation: Texas Education Agency
C. Total Estimated Student Membership: 5,174 (as of 8/13/26)
D. Total Estimated District Employees: 808 (as of 8/12/26)
E. District Summary Audited Financial Data:

Year	Total Revenues	Total Expenditures
22-23	$ 91,012,786	$ 74,540,413
23-24	$ 97,225,490	$ 82,076,109
24-25	$ 108,169,690	$ 114,944,864

III. SCOPE OF WORK

South Texas Independent School District will utilize the services of the contractor to administer and manage the Unemployment Compensation claims filed by South Texas ISD employees and to provide counseling and legal representation at all administrative hearings involving such claims.

A. Scope

Contractor will provide administration and management of the Unemployment Compensation claims filed by employees. Contractor will also provide counseling and representation of the District at all administrative hearings involving unemployment claims.

MINIIMUM PLANS OR PROPOSALS

To meet minimum specifications of this proposal, vendors must submit the following:

1. A plan or proposal that is a first dollar Fully-Insured plan;

2. A plan or proposal that is first dollar Fully-Insured plan with a deductible

3. Self-Funded

Once a vendor meets the above requirements as well as other requirements in this RFP the vendor may

propose any other alternate plan(s).

B. **Organization**

The day-to-day administration and management of the South Texas ISD Unemployment Compensation claims shall be conducted by the Contractor and who shall provide the District with the full client services to be provided hereunder and representation at administrative hearings on the Unemployment Compensation claims.

C. **Contractor Responsibilities**

1. Serve as the South Texas ISD Agent for Unemployment Compensation Claims

The Contractor shall be the South Texas ISD Coordinator for notices of all Unemployment Compensation claims filed by South Texas ISD employees. The Contractor shall do all things necessary to establish itself as the custodian of record for South Texas ISD with the Texas Workforce Commission in order to facilitate and expedite notice and representation of Unemployment Compensation claims to South Texas ISD.

2. Unemployment Compensation Claims Administration

Upon receipt of the initial Unemployment Compensation claim notice issued by the Texas Workforce Commission, the Contractor shall examine the employee separation data files to determine the reason for separation and shall conduct any other necessary investigation to establish the existence of any other current Unemployment Compensation claims for the claimant.

The Contractor shall develop a response (protest) to the claim on behalf of the South Texas ISD and forward the same to the Texas Workforce Commission within the time permitted by law.

The Contractor shall enter the claim and all supporting data produced as the result of Contractor's investigation into the computer claim data base maintained by Contractor.

Upon receipt of a determination of an Unemployment Compensation claim by the Texas Workforce Commission, the Contractor shall make a timely review of the determination. If the determination is favorable to South Texas ISD, the Contractor shall update the status of the claim in Contractor's data base. In the event the Texas Workforce Commission approves the Unemployment Compensation claim, the Contractor shall consult on a timely basis with the appropriate personnel of the employing agency to obtain any required additional information or to clarify any points that have developed since the hearing on the claim. Unless new information is developed which indicates that the determination should not be appealed, the Contractor on behalf of South Texas ISD shall file a timely appeal. The Contractor shall update its data base to reflect each appeal. Upon the conclusion of the appeal process the Contractor shall notify the District of the final disposition of the claim.

3. Sample Reports & Publications

The Contractor must provide a sample of any relevant publications, reports, policy and procedural recommendations, memoranda, etc. from previous consulting engagements that the Contractor transmits to clients on a regular basis concerning the scope of work proposed in this RFP. Include information about website capability and customizable reports and available data that can be provided to South Texas ISD on a monthly basis. Reports shall include the following: Separations Received, Claims Processed, Claims Protested, Appeals Filed, Hearings Scheduled, 2^{ND} level appeals filed per policy period.

4. Loss Control

Loss control services will be provided by the Fund to the Program Participant. The Program Participant agrees to cooperate in instituting any and all reasonable loss control recommendations for the purpose of eliminating or minimizing conditions that would contribute to unemployment compensation losses, including, but not limited to, the issuance of notices of reasonable assurance.

IV. EXPECTED RESULTS

The contractor is expected to respond to the following requirements:

A. Develop District personnel handbooks and Unemployment Compensation procedures.
B. Processing and storage of employee payroll and separation data.
C. Processing of all unemployment claim forms; responding promptly and accurately to all claim inquiries.
D. Protesting all questionable claims and improper determinations.
E. Auditing the claimant's eligibility, South Texas ISD's liability, and the benefit period for each claim.
F. Counseling and representation at all levels of unemployment compensation administrative appeal hearings, including appearing at first level hearings where in consultation with the agency it is deemed prudent to protect South Texas ISD's interest.
G. Auditing all benefit charges assessed against South Texas ISD & protesting all improper charges.
H. Ensure that all disqualifications are fully enforced.
I. Production and appropriate distribution of management reports.
J. Within 30 days of award provide unemployment compensation claims procedure manuals for South Texas ISD's management personnel.
K. Implement cost control programs to reduce unemployment compensation costs. Make written and verbal recommendations to reduce unemployment compensation costs.

V. Vendor Submission to District as outlined below:

Vendor Submissions to District: The vendor should submit one original hardcopy, 1 copy, and 1 copy of the submittal on a USB drive with the following tabs:

1. TAB 1 – Vendor should submit a narrative addressing items A-K on page 4 of this RFP. Narrative should include vendor experience and with other school districts or private entities in providing requested services.

2. TAB 2 – Vendor should submit References of at least five (5) School Districts/ Government entities where the vendor has provided unemployment or other insurance services.

3. TAB 3 – Vendor should submit Premiums-Rate Sheet on page 19

4. TAB 4 – Vendor should submit all Required Forms

5. TAB 5 – Vendor should submit Insurance Certificates & Financial Statements

   Vendor should submit Insurance certificates for
   a. Errors & Omissions,
   b. General Liability,
   c. Automobile Insurance,
   d. Workers' Compensation.

Vendor should submit Financial Statements. For this RFP financial statements are defined as:

a. Most current income statement
b. Most current balance sheet

6. TAB 6 – Vendor should submit sample:
    a. management reports,
    b. unemployment claims procedures
    c. cost control programs

Samples should reflect past work at other school districts or private entities.

Required Document

RFP # 27-018

Scope of Work/Specification Form

If this form is not entirely completed, proposer shall be disqualified.

Note: Vendor will be evaluated on criteria specified under General Condition number 8 in accordance with TEC §44.031(b). Please complete the questions below and the specifications included herewith. If a question is not applicable, please indicate "N/A."

DELIVERY INFORMATION

Item(s) will be delivered within_____days
after the purchase order is received.
Bid price discloses freight and delivery charges (Y)(N) _____

COMPANY INFORMATION

Company has been in business _____ years Doing business in Texas _____ years

Number of Employees: _____ Company Employer Identification Number (EIN): _____

Include company biography and past experience and relationship with the district.
Historically Underutilized Business (type): _____

REFERENCE INFORMATION

Please provide at least five (5) references for similar services/equipment provided. If available, include other school districts as references. Please print clearly.

	Contact Person	Phone Number (s)	Description of service/equipment provided
1.			
2.			
3.			
4.			
5.			

ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (If applicable)

Addendum No.:_____Date: _____ Addendum No.:_____Date: _____

I, as an authorized agent for the organization named below, certify that the information provided in the Scope of Work/Specifications has been reviewed by me and the information furnished is true and correct to the best of my knowledge. I acknowledge that I will abide by the General Conditions as specified within this invitation to bid and understand that these conditions become a part of any and all contracts that may be issued along with the Notice of Award.

_____ _____
Signature of Authorized Representative **Date**

_____ _____
Print Name and Title **Organization Name**

Submittal Checklist

Proposers are encouraged to complete and return this checklist and the required documents as a part of their response submittal. Failure to return any of the required documents may subject your proposal to disqualification. Indicate your responses under column "Proposer Use Only."

RFP# 27-018 **Vendor: _____**

	Item/Description	Proposer Use Only			South Texas ISD Use Only		
		Yes	No	n/a	Yes	No	n/a
1.	Is one (1) original, one (1) copy, (1) copy on USB drive of the proposal submitted?						
2.	If applicable, have you included one catalog/price list?						
3.	Have all envelopes, packages and other relevant information been properly referenced and labeled with the Reference Number RFP #27-018?						
4.	Have you included relevant information which will enable the District to evaluate this proposal using the criteria as noted in General Conditions #8?						
5.	Is proposal submitted with the date and time specified?						
6.	Are all proposals submitted in accordance with "All or Some"/ "All or None" criteria as specified in the General Condition #5?						
7.	Tab 1: Scope of work and services narrative						
8.	Tab 2: References						
9.	Tab 3: Premium Rate Sheet on page 19						
10.	Tab 4:Required Forms						
11.	Tab 5: Insurance certificates & Financial Statements						
12.	Tab 6: Sample management reports, procedural manuals and cost control programs						

For South Texas ISD Use Only

Reference No: RFP # 27-018 **Vendor: _____**

The purpose of this preliminary evaluation is to determine whether this proposal will proceed to the next step for consideration. Buyer must review and evaluate all submitted documents and complete the column "For South Texas ISD Use Only" on the table shown above. If answers to all required items (#'s 6 – 14) are answered "Yes", then proceed for consideration. If anyone required item is answered "No", then Decline for Consideration and state the reason for decline.

[___] YES. Proceed for consideration. Buyer Initials: _____ Date: _____

[___] NO. Decline for consideration. Buyer Initials: _____ Date: _____

Reason(s) for decline:
[ ] Missed timeline (Date and time received:_____)
[ ] Missing documentation as listed: _____
[ ] Other: _____
Initials: _____ Date: _____

Date Notice of Non Award mailed to Proposer: _____Buyer's Initials:_____

Required Document

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.

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

Vendor's Name: _____

Authorized Representative of Company (please print): _____

Please check off one box and sign the form in the appropriate space(s):

☐ A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ _____
Date

☐ B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ _____
Date

☐ C. My firm 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):

_____

_____

Signature of Company Official: _____ _____
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

FORM CIQ

For vendor doing business with local governmental entity

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 bus you became aware that the originally filed questionnaire was incomplete or inaccur

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

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.

_____

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.**

Complete this section if applicable.

Check 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.

Required Document



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.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ Other (see instructions)

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 . . . . . ☐

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)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

		–							

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295
South Texas ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits South Texas ISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form1295 to South Texas ISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

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

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application:https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

Instructions to Vendors:

1. **Read these instructions,**
2. **Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm**
3. **Register and complete Form 1295 online -include the proposal number and the contract/RFP name,**
4. **Print a copy of the submitted Form 1295 and have it notarized -it will have a certification # in the top right corner,**
5. **Include a copy of the completed, signed and notarized Form 1295 with the proposal response.**

Definitions:

- **Contract** means a contract between South Texas ISD and/or its cooperative members and a business entity at the time it is voted on by the South Texas ISD Board of Directors or at the time it binds South Texas ISD, whichever is earlier, and includes an amended, extended, or renewed contract.
- **Business Entity** includes an entity through which business is conducted with South Texas ISD and/or its cooperative members, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or State agency.
- **Controlling Interest** means:
    1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten percent (10%);
    2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
    3) service as an officer of a business entity that has four (4) or fewer officers, or service as one of the four (4) officers most highly compensated by a business entity that has more than four (4) officers. This section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

• **Interested Party**: a person who:

1) has controlling interest in a business entity with whom South Texas ISD and/or its cooperative members contracts; or
2) actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

• **Intermediary:** a person who actively participates in the facilitation of the contract or negotiation the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:

1) receives compensation from the business entity for the person's participation;
2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
3) is not an employee of the business entity.

- **Signed** includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- **Value** of a contract is based on the amount of consideration received or to be received by the business entity from the South Texas ISD and/or its cooperative members under the contract.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

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

Instructional Video – How to Create a Certificate:

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

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

Required Document

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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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, bu tthe 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 compnay 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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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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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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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: _____

DEVIATION/COMPLIANCE SIGNATURE FORM

Company Name

Address City State Zip

Phone Number Fax Number

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

☐ No Deviation

☐ Yes, Deviation If yes is checked, please list below:

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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

Required Document

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7001 E. EXPRESSWAY 83, MERCEDES, TX 78570
P: 956.565.2454
STISD.NET

RE: HB 210 / Texas Education Code § 11.067 – Vendor Certification Request (Board Member Relationship / Ownership Disclosure)

Dear Vendor:

The South Texas Independent School District is conducting a compliance review of future vendors in light of Texas House Bill 210 (89th Legislature, Regular Session), which added Texas Education Code § 11.067, effective September 1, 2025. This statute addresses certain prohibited relationships and benefits involving school district vendors and members of a district's board of trustees and creates criminal penalties for vendors in certain circumstances.

To support the District's compliance efforts and to confirm that our records are current, please review the requested information below and return the completed certification/disclosure (Attachment A) by:

SUMMARY OF INFORMATION REQUESTED (HB 210 / TEC § 11.067)
For purposes of this request, TEC § 11.067 includes (among other items) the following concepts:
• "Substantial interest" generally includes ownership of more than 10% of voting interest in a vendor, or a direct/indirect interest in more than 10% of the profits/proceeds/capital gains of the vendor.
• The statute also addresses certain relationships in the second degree by consanguinity or affinity (as determined under Texas Government Code, Chapter 573).
• The statute also addresses whether a trustee has received or has been promised gifts or in-kind services valued at more than $250, and whether a trustee has been compensated as consideration for the District entering into a contract.

REQUEST
Please complete Attachment A and provide the following:

1) Disclosure of any individual/entity with a "substantial interest" in your organization (as described above).
2) Confirmation whether any member of the District's Board of Trustees (or, as applicable, a related individual) has a substantial interest in your organization or in any subcontractor you use for District work.
3) Confirmation regarding gifts/in-kind services and compensation as described in TEC § 11.067.

If your company believes there may be a relationship or circumstance that could implicate TEC § 11.067, please disclose that information in Attachment A and contact us promptly so the District can review and determine appropriate next steps.

This request is for District compliance/administrative purposes and is not legal advice to your organization. Vendors may wish to consult their legal counsel regarding HB 210 / TEC § 11.067.

Thank you for your prompt attention and cooperation.

Enclosure: Attachment A – HB 210 / TEC § 11.067 Vendor Certification & Disclosure

SANDRA GARZA OCHOA, PH.D. , CSC, LPC, CRC, BCBA
Superintendent

EFRAIN GARZA
Deputy Superintendent

MARLA R. KNAUB
Assistant Superintendent for Finance & Operations

LISSA FRAUSTO, MBA, SPHR
Assistant Superintendent for Human Resources



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P: 956.565.2454
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ATTACHMENT A

HB 210 / TEXAS EDUCATION CODE § 11.067
VENDOR CERTIFICATION & DISCLOSURE

Vendor Legal Name: _____
DBA (if any): _____
Vendor Address: _____
Primary Contact Name/Title: _____
Email/Phone: _____

District Contract / PO / Agreement Reference (if known):
_____

1) OWNERSHIP / "SUBSTANTIAL INTEREST" DISCLOSURE
List each individual/entity that owns, directly or indirectly, MORE THAN 10% of the voting interest in the Vendor, or has a direct/indirect participating interest in MORE THAN 10% of the profits/proceeds/capital gains of the Vendor.

(If none, write "None." If additional space is needed, attach a separate sheet.)

Name (Individual/Entity)	Interest Type (Voting/Profit)	Percentage	Notes
_____	_____	_____%	
_____	_____	_____%	
_____	_____	_____%	

2) BOARD MEMBER / RELATED INDIVIDUAL RELATIONSHIP DISCLOSURE
To the best of Vendor's knowledge, based on reasonable inquiry:

☐ A. NO. No individual serving on the District's Board of Trustees has a substantial interest in the Vendor.
☐ B. NO. No individual serving on the District's Board of Trustees is related in the second degree (consanguinity or affinity, as determined under Texas Government Code Chapter 573) to an individual who has a substantial interest in the Vendor.
☐ C. YES / POSSIBLY. There may be a relationship or circumstance that could be relevant under TEC § 11.067.
Explain fully (include names, relationship, and ownership details):
_____
_____
_____

SANDRA GARZA OCHOA, PH.D. , CSC, LPC, CRC, BCBA
Superintendent

EFRAIN GARZA
Deputy Superintendent

MARLA R. KNAUB
Assistant Superintendent for Finance & Operations

LISSA FRAUSTO, MBA, SPHR
Assistant Superintendent for Human Resources

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P: 956.565.2454
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3) SUBCONTRACTORS USED FOR DISTRICT WORK (IF APPLICABLE)
List any subcontractor(s) the Vendor uses or anticipates using for District-related goods/services under this engagement.

Subcontractor Name: _____ Scope: _____

Subcontractor Name: _____ Scope: _____

To the best of Vendor's knowledge, based on reasonable inquiry:

☐ D. NO. No District trustee has a substantial interest in any subcontractor hired/used by Vendor for District work.
☐ E. YES / POSSIBLY. Explain fully:

_____
_____

4) GIFTS / IN-KIND SERVICES / COMPENSATION CERTIFICATION (TEC § 11.067)
To the best of Vendor's knowledge, based on reasonable inquiry:

☐ F. Vendor certifies that no individual serving on the District's Board of Trustees has received or has been promised
a gift or in-kind services with a value of more than $250 from Vendor (including Vendor's agents/representatives) in connection with District business.

☐ G. Vendor certifies that Vendor has not directly or indirectly (including through a third party) compensated any District trustee with money, gifts, or in-kind services as consideration for the District entering into a contract with Vendor.

☐ H. EXCEPTION / DISCLOSURE. Vendor cannot make one or more of the certifications above. Explain fully:

_____

_____

_____

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P: 956.565.2454
STISD.NET

CERTIFICATION

I certify that I am authorized to sign on behalf of the Vendor. I further certify that the information provided in this
Attachment A is true and correct to the best of my knowledge after reasonable inquiry.

Authorized Representative (Print Name): _____
Title: _____
Signature: _____
Date: _____

SANDRA GARZA OCHOA, PH.D., CSC, LPC, CRC, BCBA
Superintendent

EFRAIN GARZA
Deputy Superintendent

MARLA R. KNAUB
Assistant Superintendent for Finance & Operations

LISSA FRAUSTO, MBA, SPHR
Assistant Superintendent for Human Resources

VI. General Conditions

1. **SUBMISSION, MODIFICATION, AND WITHDRAWAL OF RFP**
   a. **Submission** - All **proposals**, whether delivered by hand or mail, are due in sealed envelopes endorsed with **RFP #27-018 2026-2027 Unemployment Compensation Insurance** no later than September 4, 2026 at **2:00 p.m. (CST)** at the Business Office located at 7001 E. Expressway 83, Mercedes, Texas 78570. Responses sent by overnight mail shall have **proposal** number and name written on the delivery ticket. **Proposal** must be signed by an authorized agent of the vendor that has authority to bind the vendor contractually. Please submit one (1) original and two (2) copies of all required documents as listed on the Submittal Checklis, including the **Proposal** Response Form and Scope of Work/Specification Form. For catalog proposals provide one (1) catalog with your submission and if awarded, be prepared to supply additional catalogs upon request. **Proposals** may not be faxed or e-mailed.
   b. **Modification** - No response may be changed, amended, or modified, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. These modifications must be made by written or electronic notice in accordance with original submission terms.
   c. **Withdrawal/Resubmission** - A **proposal** may be withdrawn and resubmitted by written notice received by the STISD Business Office prior to the exact hour and date specified on the **proposal.** A **proposal** may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for the receipt of proposals. Resubmissions may be done in accordance with the original submission terms in paragraph A above.

2. **LATE PROPOSAL**
   All bids delivered will be stamped with the date and time as proof they were received. If a **quote** is received after the stated date and time, it will still be stamped, but it will be considered late and not eligible for consideration. These **quotes** will be considered late and returned unopened. If a return address is not provided on the envelope, a late bid will be opened for identification purposes **only** and returned to the address provided within.

3. **TERM OF CONTRACT**
   Unless otherwise noted, the preferred terms for which **proposals** are being requested are for a one (1) year fixed price contract effective, (10/1/26-10/1/27), rates guaranteed for twelve (12) months with an option to renew for a 2nd year (10/1/27-10/1/28) and 3rd year (10/1/28-10/1/29) based on mutual agreement and authorization by the District. If applicable, renewal rates must be received by the District at least 90 days prior to renewal date and must carry a minimum twelve (12) months rate guarantee for each year.

4. **AWARD DATE**
   It is anticipated that a recommendation for this bid will be submitted at the next regularly scheduled Board of Directors meeting taking into consideration internal timelines for submission.

5. **ALL OR SOME PROPOSALS**
   Proposers are requested to bid on **all** of the items in the **Proposal** Form or Scope of Work/Specifications Form.

6. **OPENING OF PROPOSAL**
   Proposals will be publicly opened at the STISD Administration Building immediately after date and time proposals are due. The District will read proposer's names only.

7. **APPLICABILITY**
   These conditions are applicable and form a part of the contract document and are part of the terms and conditions of each purchase order (standard purchase terms and conditions) issued as a result of this **proposal.** The selected proposer will receive a Notice of Award with a contract that must be signed by the awarded proposer in accordance with specified timelines. If proposer has their own contract they are to provide a copy of that contract for evaluation and determination by the District legal counsel. Any deviations to these general conditions and/or specifications shall be conspicuously noted in writing by the Proposer and shall be included with the **proposal.**

8. **DETERMINING AWARD/EVALUATION OF PROPOSAL**
   The **DISTRICT** may evaluate the proposal based on criteria as provided in the Texas Education Code §44.031(b).

a. (40 points) The purchase price;
b. (15 points) The reputation of the vendor and of the vendor's goods or services;
c. (15 points) The quality of the vendor's goods or services;
d. (10 points) The extent to which the goods or services meet the district's needs;
e. (10 points) The total long-term cost to the district to acquire the vendor's goods or services;
f. (5 points) The vendor's past relationship with the district; and
g. (5 points) The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.

If specific criteria are stated in the Bid specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the **DISTRICT**. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

9. **RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY**
Submission of a proposal indicates respondent's acceptance of the evaluation criteria and respondent's recognition that some subjective judgments must be made by the **DISTRICT** during the evaluations.

10. **QUALIFICATION OF PROPOSER**
The **DISTRICT** may make investigations deemed necessary to determine the qualifications and / or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder shall furnish to the **DISTRICT** all such information as the **DISTRICT** may request. The **DISTRICT** reserves the right to reject any bid if the bidder fails to satisfy the **DISTRICT** that such bidder is properly qualified to carry out the obligations of the contract.

11. **DISQUALIFICATION OF PROPOSER – Reasons that *shall* disqualify**
Proposers ***shall*** be disqualified and their responses not considered for any of the following reasons:

a. Failure to submit proposal by required date and time
b. Failure to submit required documents as specified on Submittal Checklist.
c. Failure to submit prices in accordance with "All or Some"/ "All or None" criteria as specified in #5, above.
d. Failure to abide by Non-Collusion Statement as specified in # 33, below.
e. Any pertinent information coming to the attention of the District resulting in material legal matters.

12. **DISQUALIFICATION OF PROPOSER - Reasons that *may* disqualify**
Proposers ***may*** be disqualified and their responses not considered for any of the following reasons:

a. Reason for believing collusion exists among bidders.
b. Reasonable grounds for believing that any bidders have interest in more than one proposal or bid wherein there may be a conflict of interest.
c. The bidder being interested in any litigation against the Board.
d. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
e. Failure to demonstrate competency as revealed by any required financial statement, experience or equipment questionnaire, or omission or falsification of required proposal submittals on this or prior procurements, etc.
f. Failure to demonstrate financial ability to fund the projects on an interim basis as revealed by a financial statement, financial records, bank references, etc.
g. Current or uncompleted work, which, in the judgment of the District, will prevent or hinder the timely completion of additional work, if awarded.
h. Failure to comply with applicable laws relevant to Public Works contracts.
i. Other information or circumstances which establish reasonable grounds for belief that the bidder or proposer is not a "responsible bidder" or "responsible proposer."

13. **MODIFICATION OR WITHDRAWAL BY SUCCESSFUL PROPOSER**
Modifications or withdrawal of a bid by the successful bidder will be accepted only if the change is in the best interest of the **DISTRICT** and executed in writing.

14. **INSURANCE REQUIREMENTS**
The contractor must provide a certificate of coverage to the District *prior* to being awarded the contract. Proposer may be disqualified for not providing this required document.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The following are the types of coverage and acceptable limits that shall be maintained:

Workers' Compensation Insurance – Statutory Limits

Documentation of insurance will be required prior to the work beginning. If applicable, the contractor shall procure and maintain during the life of this agreement Worker's Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas and forward was evidence to the South Texas Independent School District that is in force.
This policy will cover operations of the South Texas ISD project for contractors/subcontractors fall tiers performing work in connection with project site (s).

Errors & Omissions

a. Professional Liability

The agent and or contractor must have an errors and omissions policy with a minimum limit of $2,000,000. The policy must be in place during the life of the contract.

Commercial General Liability	Annual Limits of Liability
General Aggregate	$1,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury Each Occurrence	$1,000,000
Each Occurrence Limit	$ 500,000
The comprehensive general liability insurance must include liability coverage for bodily injury, personal injury (including employment related suits), independent contractor, blank contractual, product, fire, medical expense, and complete operations.	
South Texas ISD must be added as an additional insured for the comprehensive general liability.	
Comprehensive Automobile Liability Insurance	$100,000.00 per person
Bodily Injury:	$300,000.00 per accident
Bodily Injury:	$100,000.00
Property Damage:	
South Texas ISD must be added as an additional insured for the comprehensive automobile liability.	

15. **WARRANTY**
Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. The District does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.

16. **EXPRESSED WARRANTIES**
Implies wear of merchantability and implied warranty of fittings for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein shall be approximate and shall not be nullified, voided or altered in any way by the inclusion of the bidder preprinted forms with this document.

17. **F.O.B DESTINATION**
Bids/**proposals** must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by the bidder. No additional charges will be accepted. Possessions of goods will not pass to the **DISTRICT** until received at the **DISTRICT'S** receiving dock.

18. **DELIVERY**
Delivery personnel must provide a current, valid company picture identification card when making deliveries to the District. Deliveries required in this **proposal** shall be freight prepaid F.O.B. destination and bid price shall include all freight and delivery charges. No delivery, no sale.

19. **IDENTICAL PROPOSALS**
In the event of tie bids, the **DISTRICT**, shall select by the casting of lots or award may be made to multiple vendors
.

20. **DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:**
    a. **RIGHT OF AWARD -** The DISTRICT reserves the right to award as is in its best interest and may therefore, chose items from different vendors. The DISTRICT may negotiate with the top three proposers. A written Notice of Award letter will be sent to the awarded vendor(s). The District may either enter into a contract with the vendor(s) or the award letter followed by a purchase order to the successful bidder(s) may result in a binding contract without further action by either party.
    b. **RIGHT TO REJECT PROPOSALS** - The DISTRICT reserves the right to reject any and all proposals, waive all irregularities, and to choose the most advantageous price for each item.
    c. **RIGHT TO HOLD PROPOSALS -** The DISTRICT reserves the right to hold proposals for 90 days before awarding the contract.
    d. **RIGHT TO INCREASE OR DECREASE QUANTITIES** - The quantities required are

substantially correct, but the DISTRICT reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the District. The District also reserves the right to decrease quantities during the period the bid/proposal is guaranteed to be firm. Items are to be ordered "as needed" over the estimated contract period.

e. **RIGHT TO EXTEND AWARDED CONTRACT** – The DISTRICT and the vendor may mutually agree to extend the contract on a monthly basis, or other agreed upon period, if needed.
f. **RIGHT TO AMEND RFP** - The DISTRICT reserves the right to amend the RFP prior to bid opening date. The DISTRICT may also consider and accept an alternate proposal as provided herein when most advantageous to the DISTRICT.
g. **RIGHT OF NEGOTIATIONS** – The DISTRICT reserves the right to conduct discussions and negotiate final scope and price.

21. **LIST PRICE OR DISCOUNT PERCENT**
For list price proposals, the price shall be fixed for the entire contract period.

For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages shall be for the contract period specified. If the per-unit price will fluctuate at the quarterly intervals, proposer must disclose the maximum increases being proposed.

22. **ALTERNATE PRODUCTS AND METHODS/SUBSTITUTIONS**
The showing or mentioning in these specifications of certain trade products and methods is done partly for the purpose of establishing a standard of quality. The mentioning of trade names does not imply that the mentioned products are the only ones that will receive approval or consideration. Please submit name of product of each item proposed. Substitutions from the brand(s) proposed will not be accepted unless approved in writing by the Purchasing Director. Samples of possible substitution items may be requested at that time.

23. **AVAILABILITY OF FUNDS**
All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

24. **SALES TAX EXEMPTION**
The **DISTRICT** qualifies for exemption of the Texas limited sales, exercise and use tax; sales tax will not be charged on these purchases.

25. **REBATES/PROMOTIONITEMS**
If a rebate is offered by the manufacturer of a proposal item(s) after proposal is awarded, the successful proposers will advise the DISTRICT and deduct the rebate from the proposal price. If a special promotion is offered by the vendor, the vendor must clearly disclose the criteria for earning the promotion. All promotions shall be coordinated with the Procurement Department directly.

26. **INSPECTION OF BID ITEM(S)**
The bid item(s) will be inspected upon arrival. All defects will be repaired or replaced at the expense of the successful proposer.

27. **TERMINATION BY DISTRICT**
For Cause - The DISTRICT shall have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors shall include service performance.

Without Cause - The DISTRICT, in accordance with this provision, may terminate the performance under this order in whole or in part. Termination hereunder shall be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which performance of work under the order in terminated and the date upon which such termination becomes effective.

28. **CERTIFICATION OF PAYMENT**
Payment by the **DISTRICT** will be made in accordance with the terms of the contract.

29. **UNIFORM COMMERCIAL CODE**
All contracts and agreements between vendor and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Does as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

30. **FELONY CONVICTION NOTIFICATION**
A person or business entity that enters into a contract with the **DISTRICT** shall notify the **DISTRICT** if the person or an owner or operator of the business entity has been convicted of a felony. Such notice shall include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors shall complete and submit the "Felony Conviction Notification" included with this packet in the Required Forms.

31. **CONFLICT OF INTEREST**
No member or spouse of the board, president, superintendent, business manager or any other person holding any position or employment under said board, shall be directly or indirectly interested in a purchase, sale, business, work or contract, the expense, price or consideration of which is paid from school funds of said district, nor shall any such officer or employee purchase any warrants or claims against said board of district, or any interest herein, or become surety for any person or persons having a contract or any kind of business with said board, for the performance of which security may be required. Anyone violating this provision shall be removed from office, or be discharged from services by the majority of the board. No member of said board shall vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member shall disclose such interest and refrain from voting. All interested parties shall comply with Board Policy BBFA (LEGAL) Conflict of Interest Disclosures and if applicable (for members of the Board and Superintendent), complete and submit Exhibit found at BBFA (EXHIBIT) http://pol.tasb.org/Policy/Code/263?filter=BBFA, also please refer to The Texas Ethics Commission website at http://www.ethics.state.tx.us/ for more information.

Additionally, an employee interested in responding to this proposal shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District, Board Policy DBD (LOCAL).

32. **GENERAL ETHICAL STANDARDS**

Gratuities - It is a breach of ethics to offer, give or agree to give any employee or former employee of a school district, or for any employee or former employee of a school district to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

Kickbacks - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every District's contract and solicitation in accordance with the Texas Education Agency's Financial Accountability System Resource Guide Update 14.0.

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

this proposal. The proposer also affirms that they have not given; offered to give, do not intend to give at any time hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this proposal, proposer (or any representative of proposer's company) will not discuss the contents of this proposal with any person affiliated with South Texas ISD, other than the Assistant Superintendent for Finance, prior to the awarding of this bid/proposal. Failure to observe this procedure will cause the proposal to be rejected.

34. **INDEMNIFCATION PROVISION**
To the extent allowed by law, the written contract executed between the successful respondent and STISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless STISD from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage rising from or relating to respondent's performance of services or goods made the subject of this bid. STISD does not agree to indemnify the successful respondent.

35. **VENUE**
It is understood and agreed by both the successful bidder and the **DISTRICT** that venue for any litigation from this contract shall lie in Hidalgo County, Texas.

36. **PROPOSAL INTERPRETATION**
No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "Invitation to Bid", which if issued, shall be mailed to all known prospective bidders. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract document.

37. **RIGHT TO AUDIT CLAUSE**
The District upon written notice shall have the right to audit all documents relating to all projects. Records subject to audit shall include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendor's work for the District and shall be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendor's compliance with contract requirements (b) compliance with District procurement policies and procedures (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and the Vendor. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

38. **NO ARBITRATION CLAUSE**
To the extent allowed by law, the written contract executed between the successful respondent and STISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless STISD from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage arising from or relating to respondent's performance of service or goods made the subject of this bid. STISD does not agree to indemnify the successful respondent. There will be no agreement for binding arbitration in any written contract between STISD and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

39. **DEFINITION**
The words "bids, competitive sealed proposals, quotes" and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, request for proposals, quotes, competitive sealed proposals, etc. to which they are attached.

40. **NO LIMITATION OF LIABILITY REMEDIES OR DAMAGES**

STISD will not contractually agree to limit in any manner either Respondent's potential liability or STISD's potential remedies or damages relating to or arising from any potential dispute between the parties or relating to the services, products or goods made the subject of this proposal.

41. **OTHER INFORMATION**
For additional information, contact Reynaldo Cantu, Purchasing Agent/Accountant, at (956)514-4228.

Premium Rate Sheet Unemployment Compensation			
Fund Year	**Rate**	**Proposed Gross Wages**	**Total Contribution**
2026-2027		$ 62,601,673.38	

One year guaranteed rate:	☐	Yes
	☐	No

Unemployment Compensation

Member: South Texas ISD

Annual Account Summary Report

The Benefits Paid amounts shown below are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits.

Amounts due by the Fund or member will vary.

***This value is not available at this time.**

Calendar Year	Quarter Ending Date	Quarter	Gross Wages	Benefit Paid	CARES Act Credit	ARPA Credit	Claim Count
2026	03/31/2026	1	13,524,285.10	11,264.54	0.00	0.00	3
		Totals:	**13,524,285.10**	**11,264.54**	**0.00**	**0.00**	**3**
Calendar Year	**Quarter Ending Date**	**Quarter**	**Gross Wages**	**Benefit Paid**	**CARES Act Credit**	**ARPA Credit**	**Claim Count**
2025	03/31/2025	1	11,705,817.42	4,632.69	0.00	0.00	4
	06/30/2025	2	13,686,411.65	9,377.17	0.00	0.00	2
	09/30/2025	3	13,638,200.35	14,322.72	0.00	0.00	5
	12/31/2025	4	15,077,560.92	7,548.74	0.00	0.00	4
		Totals:	**54,107,990.34**	**35,881.32**	**0.00**	**0.00**	**15**
Calendar Year	**Quarter Ending Date**	**Quarter**	**Gross Wages**	**Benefit Paid**	**CARES Act Credit**	**ARPA Credit**	**Claim Count**
2024	03/31/2024	1	10,657,372.08	5,803.29	0.00	0.00	3
	06/30/2024	2	11,907,571.26	6,718.90	0.00	0.00	4
	09/30/2024	3	11,576,585.97	5,298.64	0.00	0.00	3
	12/31/2024	4	13,050,817.74	10,363.81	0.00	0.00	3
		Totals:	**47,192,347.05**	**28,184.64**	**0.00**	**0.00**	**13**
Calendar Year	**Quarter Ending Date**	**Quarter**	**Gross Wages**	**Benefit Paid**	**CARES Act Credit**	**ARPA Credit**	**Claim Count**
2023	03/31/2023	1	10,250,490.85	8,913.60	0.00	0.00	2
	06/30/2023	2	12,201,225.01	820.89	0.00	0.00	4
	09/30/2023	3	11,224,134.78	4,047.46	0.00	0.00	7
	12/31/2023	4	11,356,117.56	9,842.31	0.00	0.00	3
		Totals:	**45,031,968.20**	**23,624.26**	**0.00**	**0.00**	**16**
Calendar Year	**Quarter Ending Date**	**Quarter**	**Gross Wages**	**Benefit Paid**	**CARES Act Credit**	**ARPA Credit**	**Claim Count**
2022	03/31/2022	1	9,996,271.88	4,654.40	0.00	0.00	5
	06/30/2022	2	11,422,323.44	7,846.37	0.00	0.00	3
	09/30/2022	3	10,516,723.66	17,338.37	0.00	0.00	1
	12/31/2022	4	11,496,422.91	14,209.21	0.00	0.00	1
		Totals:	**43,431,741.89**	**44,048.35**	**0.00**	**0.00**	**10**
Calendar Year	**Quarter Ending Date**	**Quarter**	**Gross Wages**	**Benefit Paid**	**CARES Act Credit**	**ARPA Credit**	**Claim Count**
2021	03/31/2021	1	9,124,006.98	4,316.00	(2,158.00)	0.00	26
	06/30/2021	2	10,405,909.24	8,504.55	(1,348.27)	(4,356.00)	7
	09/30/2021	3	9,833,923.36	7,460.00	0.00	(314.25)	2
	12/31/2021	4	11,290,720.98	8,614.75	0.00	(1,101.75)	3
		Totals:	**40,654,560.56**	**28,895.30**	**(3,506.27)**	**(5,772.00)**	**38**
Calendar Year	**Quarter Ending Date**	**Quarter**	**Gross Wages**	**Benefit Paid**	**CARES Act Credit**	**ARPA Credit**	**Claim Count**
2020	03/31/2020	1	9,602,182.04	0.00	0.00	0.00	2
	06/30/2020	2	9,632,743.71	33,357.98	(6,697.40)	0.00	9
	09/30/2020	3	9,352,263.56	19,963.18	(9,981.59)	0.00	6
	12/31/2020	4	9,550,214.94	3,509.10	(1,754.55)	0.00	3
		Totals:	**38,137,404.25**	**56,830.26**	**(18,433.54)**	**0.00**	**20**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 1/2023

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
10/9/2022	[redacted]	[redacted]	3/21	12,182.48	4/21	17,140.30	1/22	13,366.03	2/22	13,479.81	1/23	4,504.00
2/20/2022	[redacted]	[redacted]	4/20	13,272.90	1/21	13,272.90	2/21	14,272.91	3/21	13,272.85	1/23	4,392.00
9/11/2022	[redacted]	[redacted]	4/21	339.81							1/23	17.60

Total Benefits:	8,913.60
Credit Adjustments/Recoveries:	0.00
Prior Credit/Balance:	0.00
Total Benefits Paid:	**8,913.60**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 2/2023

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
4/9/2023	[redacted]	[redacted]	4/22	7,876.04							2/23	820.89

Total Benefits:	820.89
Credit Adjustments/Recoveries:	0.00
Prior Credit/Balance:	0.00
Total Benefits Paid:	**820.89**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 3/2023

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
4/9/2023	[redacted]	[redacted]	4/22	7,876.04							3/23	1,092.90
7/23/2023	[redacted]	[redacted]	2/22	8,565.36							3/23	743.68
7/30/2023	[redacted]	[redacted]	2/22	17,992.43	3/22	11,048.33					3/23	2,210.88

Total Benefits:	4,047.46
Credit Adjustments/Recoveries:	0.00
Prior Credit/Balance:	0.00
Total Benefits Paid:	**4,047.46**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 4/2023

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
10/8/2023	[redacted]	[redacted]	3/22	19,603.63							4/23	90.59
7/23/2023	[redacted]	[redacted]	2/22	8,565.36							4/23	1,569.99
7/30/2023	[redacted]	[redacted]	2/22	17,992.43	3/22	11,048.33					4/23	1,988.73
9/10/2023	[redacted]	[redacted]	2/22	16,819.09	3/22	12,716.98	4/22	16,623.35	1/23	12,725.40	4/23	6,193.00

Total Benefits:	9,842.31
Credit Adjustments/Recoveries:	0.00
Prior Credit/Balance:	0.00
Total Benefits Paid:	**9,842.31**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 1/2024

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
1/7/2024	[redacted]	[redacted]	4/22	9,634.84	1/23	8,919.43	2/23	9,777.13	3/23	5,290.36	1/24	1,564.00
4/19/2020	[redacted]	[redacted]	1/19	5,664.75	2/19	5,664.75	3/19	14,003.74	4/19	9,914.03	2/20	(1,460.71)
9/10/2023	[redacted]	[redacted]	2/22	16,819.09	3/22	12,716.98	4/22	16,623.35	1/23	12,725.40	1/24	2,815.00
1/21/2024	[redacted]	[redacted]	4/22	15,100.00	1/23	14,100.00	2/23	15,100.00	3/23	9,400.00	1/24	2,885.00

Total Benefits:	7,264.00
Credit Adjustments/Recoveries:	(1,460.71)
Prior Credit/Balance:	0.00
Total Benefits Paid:	**5,803.29**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 1/2025

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
7/28/2024	[redacted]	[redacted]	2/23	7,275.07	3/23	8,297.87					1/25	235.85
2/20/2022	[redacted]	[redacted]	4/20	13,272.90	1/21	13,272.90	2/21	14,272.91	3/21	13,272.85	1/23	(549.00)
4/19/2020	[redacted]	[redacted]	1/19	5,664.75	2/19	5,664.75	3/19	14,003.74	4/19	9,914.03	2/20	(1,946.16)
10/20/2024	[redacted]	[redacted]	4/23	15,709.08	1/24	15,709.08	2/24	15,709.08			1/25	7,092.00
1/21/2024	[redacted]	[redacted]	4/22	15,100.00	1/23	14,100.00	2/23	15,100.00	3/23	9,400.00	2/24	(200.00)

Total Benefits:	7,327.85
Credit Adjustments/Recoveries:	(2,695.16)
Prior Credit/Balance:	0.00
Total Benefits Paid:	**4,632.69**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 2/2024

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
5/26/2024	[redacted]	[redacted]	1/23	13,599.67	2/23	15,226.73	3/23	8,378.18			2/24	814.72
4/19/2020	[redacted]	[redacted]	1/19	5,664.75	2/19	5,664.75	3/19	14,003.74	4/19	9,914.03	2/20	(493.83)
1/21/2024	[redacted]	[redacted]	4/22	15,100.00	1/23	14,100.00	2/23	15,100.00	3/23	9,400.00	2/24	5,770.00
5/26/2024	[redacted]	[redacted]	1/23	14,679.36	2/23	9,347.02	3/23	16,819.73	4/23	15,477.33	2/24	1,731.00

Total Benefits:	8,315.72
Credit Adjustments/Recoveries:	(493.83)
Prior Credit Due:	(1,102.99)
Total Benefits Paid:	**6,718.90**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 2/2025

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
5/11/2025	[redacted]	[redacted]	1/24	9,901.64							2/25	1,053.00
3/30/2025	[redacted]	[redacted]	4/23	14,283.24	1/24	14,283.24	2/24	14,283.24	3/24	14,544.19	2/25	6,402.00
4/19/2020	[redacted]	[redacted]	1/19	5,664.75	2/19	5,664.75	3/19	14,003.74	4/19	9,914.03	2/20	(375.66)
4/19/2020	[redacted]	[redacted]	1/19	5,664.75	2/19	5,664.75	3/19	14,003.74	4/19	9,914.03	3/20	(75.95)
10/20/2024	[redacted]	[redacted]	4/23	15,709.08	1/24	15,709.08	2/24	15,709.08			2/25	1,496.00
3/23/2025	[redacted]	[redacted]	2/24	2,179.05	3/24	10,619.20					2/25	1,264.83
1/21/2024	[redacted]	[redacted]	4/22	15,100.00	1/23	14,100.00	2/23	15,100.00	3/23	9,400.00	2/24	(100.00)

Total Benefits:	10,215.83
Credit Adjustments/Recoveries:	(551.61)
Prior Credit Due:	(287.05)
Total Benefits Paid:	**9,377.17**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 3/2024

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
5/26/2024	[redacted]	[redacted]	1/23	13,599.67	2/23	15,226.73	3/23	8,378.18			3/24	3,666.24
7/28/2024	[redacted]	[redacted]	2/23	7,275.07	3/23	8,297.87					3/24	1,632.40

Total Benefits:	5,298.64
Credit Adjustments/Recoveries:	0.00
Prior Credit/Balance:	0.00
Total Benefits Paid:	**5,298.64**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 3/2025

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
5/11/2025	[redacted]	[redacted]	1/24	9,901.64							2/25	(49.50)
5/11/2025	[redacted]	[redacted]	1/24	9,901.64							3/25	1,672.05
6/15/2025	[redacted]	[redacted]	3/24	12,425.75	4/24	16,000.00					3/25	6,077.24
3/30/2025	[redacted]	[redacted]	4/23	14,283.24	1/24	14,283.24	2/24	14,283.24	3/24	14,544.19	3/25	6,984.00
4/19/2020	[redacted]	[redacted]	1/19	5,664.75	2/19	5,664.75	3/19	14,003.74	4/19	9,914.03	3/20	(743.21)
3/23/2025	[redacted]	[redacted]	2/24	2,179.05	3/24	10,619.20					3/25	742.14
1/21/2024	[redacted]	[redacted]	4/22	15,100.00	1/23	14,100.00	2/23	15,100.00	3/23	9,400.00	2/24	(360.00)

Total Benefits:	15,475.43
Credit Adjustments/Recoveries:	(1,152.71)
Prior Credit/Balance:	0.00
Total Benefits Paid:	**14,322.72**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 4/2024

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
7/28/2024	[redacted]	[redacted]	2/23	7,275.07	3/23	8,297.87					4/24	2,332.00
8/11/2024	[redacted]	[redacted]	2/23	20,318.53	3/23	12,045.65					4/24	3,660.37
10/20/2024	[redacted]	[redacted]	4/23	15,709.08	1/24	15,709.08	2/24	15,709.08			4/24	4,137.00
1/21/2024	[redacted]	[redacted]	4/22	15,100.00	1/23	14,100.00	2/23	15,100.00	3/23	9,400.00	2/24	(204.00)
9/15/2024	[redacted]	[redacted]	1/24	8,368.37							4/24	438.44

Total Benefits:	10,567.81
Credit Adjustments/Recoveries:	(204.00)
Prior Credit/Balance:	0.00
Total Benefits Paid:	**10,363.81**

Unemployment Compensation

Member: South Texas ISD

TWC Quarterly Benefits Report (C58R)

Benefits Paid amounts are gross of applicable CARES Act and American Rescue Plan Act (ARPA) credits. Amounts due by the Fund or member will vary.

***Due to timing of data transmissions, Prior Amount Due might not match the C-58R statement printed by the Texas Workforce Commission.**

Benefit Qtr/Year: 4/2025

South Texas ISD			Base Period Wages Used To Calculate Claimant's Benefits								Benefits Paid	
Claim Date	Claimant Name	SSN	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount	Qtr	Amount
6/15/2025	[redacted]	[redacted]	3/24	12,425.75	4/24	16,000.00					4/25	1,600.19
3/30/2025	[redacted]	[redacted]	4/23	14,283.24	1/24	14,283.24	2/24	14,283.24	3/24	14,544.19	4/25	1,746.00
4/19/2020	[redacted]	[redacted]	1/19	5,664.75	2/19	5,664.75	3/19	14,003.74	4/19	9,914.03	3/20	(1,081.45)
11/2/2025	[redacted]	[redacted]	3/24	6,791.55	4/24	8,427.04	1/25	7,427.04	2/25	8,427.02	4/25	2,359.00
10/5/2025	[redacted]	[redacted]	3/24	18,475.53	4/24	20,305.27	1/25	19,305.26	2/25	34,425.38	4/25	3,025.00
1/21/2024	[redacted]	[redacted]	4/22	15,100.00	1/23	14,100.00	2/23	15,100.00	3/23	9,400.00	2/24	(100.00)

Total Benefits:	8,730.19
Credit Adjustments/Recoveries:	(1,181.45)
Prior Credit/Balance:	0.00
Total Benefits Paid:	**7,548.74**