South Texas Independent School District



Request for Proposals (RFP# 27-019)

Personal Importation Drug Program

Effective Start Date: October 1, 2026

Deadline for Proposals: 02:00 P.M., Thursday, September 10, 2026

Proposal should be clearly marked: RFP# 27-019

Submit to:

South Texas ISD
Reynaldo Cantu
Purchasing Department
7001 E. Expressway 83
Mercedes, Texas 78570

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

South Texas Independent School District is accepting proposals for:

RFP# 27-019 Personal Importation Drug Program

Proposals are to be mailed or hand-delivered to the attention of the Purchasing Department, South Texas Independent School District, 7001 E. Expressway 83, Mercedes, TX 78570. Please mark your envelope plainly**: "Personal Importation Drug Program (RFP# 27-019), Due Date: Thursday, September 10, 2026 @ 02:00 p.m."**

Proposals will be accepted **until 02:00 p.m. on Thursday, September 10, 2026,** at which time they will be opened. Proposals will be opened, but not read publicly, in the Administration Office at the above address. Any proposals received late will not be accepted and will be returned unopened. South Texas ISD is not responsible for proposals misplaced or mailed incorrectly.

Please reply using the enclosed forms. **Please submit one (1) original, (1) copy, and (1) USB Flash drive of your proposal response.** Questions on this Request for Proposal should be submitted via email to Xavier Leal rfpquestions@vrctx.com and "CC" to Delia Garcia Delia.garcia@stisd.net & Reynaldo Cantu Reynaldo.Cantu@stisd.net no later than **10:00 am Tuesday, September 1, 2026.**

The awarding of the proposal will take place at a STISD School Board meeting. The district reserves the right to accept, reject any and/or all proposals, waive minor technicalities, or to award the proposal to the most responsible offeror who best serves the interests of the district.

Please fill out, sign, and submit with your proposal response the enclosed Vendor Application, IRS Form W-9, Conflict of Interest Questionnaire, Form 1295, Vendor Certifications and HB210 Forms.

We look forward to hearing from you.

Sincerely,

Delia Garcia

Delia Garcia
Finance Director

Enclosures

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

Personal Importation Drug Program
(RFP# 27-019)

Section 1

General Information

General Conditions and RFP Assumptions

1. The South Texas Independent School District is requesting qualifications for Personal Importation Program (PIP) Services. **The district will only entertain Personal Importation Programs (PIP), not Pharmacy Benefit Management Services.**

2. PIP Structure is based on existing benefits.

3. Any prospective PIP will be required to submit reports to the district in the format requested.

4. Proposals must be clearly explained and identified. All costs, including optional programs, must be clearly stated and summarized. Exceptions to or deviations from the specifications must be explicitly identified.

5. One (1) original and one (1) copy & (1) USB Flash drive of the proposal response must be delivered to: Administration Office, 7001 E. Expressway 83. Mercedes, Texas 78570, **no later than 02:00 PM, Thursday, September 10, 2026**, in sealed envelopes, clearly marked:

6. No telephone or fax proposals will be accepted. Proposals may only be accepted if delivered by U.S. Postal Service, Federal Express, UPS, and other courier services or personally delivered by the proposer. The district will not be responsible for missing, lost, or late mail. Any proposals received after the time set for opening will not be accepted and will be returned to the proposer unopened upon written request at the proposer's expense.

7. The proposals will be opened at **2:00 PM, Thursday, September 10, 2026**. The proposals shall be opened in a manner to avoid disclosure of contents to competing vendors, and the contents shall be kept secret during the proposal negotiations.

8. All administrative costs, dispensing costs, and all other associated costs must be clearly identified and outlined.

9. Proposals are desired for an initial term not to exceed twelve (12) months with the option to renew for two (2) additional one (1) year terms with a minimum of a 24-month rate guarantee. However, the Board of Trustees reserves the right to accept a guarantee of less than 24 months if it is in the South Texas Independent School District's best interest.

10. Public Sector employers are not allowed, under current state law, to execute a document containing a Hold Harmless/Indemnification Clause causing the employer to be responsible for other parties' liability. Therefore, your documents should not contain any such clauses.

11. South Texas Independent School District reserves the right to accept or reject all or any part of the proposal, waive minor technicalities, and award the proposal that best serves the interest of the district. The district also reserves the right to waive or dispense with any of the formalities contained herein. The South Texas ISD Board of Directors will make the final decision on the award agreement.

12. **COMMUNICATION WITH SCHOOL DISTRICT MEMBERS: Companies/representative submitting proposals shall not discuss this RFP with other employees of STISD or members of the Board of Trustees. Communication includes but is not limited to unsolicited literature, email, faxes, or phone calls related to any aspect of the RFP. If discussion is necessary, you will be notified in writing. Failure to comply with this requirement may result in automatic disqualification of the company representative and/or the company, at the district's discretion.**

13. All materials necessary to effectively communicate and administer the program shall be prepared and printed by the proposer at the proposer's own expense. These materials include, but are not limited to, master plan document, summary plan descriptions, schedule of benefits, claim forms, identification cards, check stock, and explanation of benefits.

14. Compensation- No compensation shall be included in this proposal. Participating vendors are prohibited from compensating any agent or third-party administrator during the performance of this agreement.

15. The appropriate enclosed proposal forms, which include a Questionnaire, Felony Conviction Notice, Non-Collusion Statement & Signature Sheet, etc., must be completed and included with the response. An authorized official with legal authority to bind the Company must sign all proposal forms submitted. FAILURE TO COMPLETE PROPOSAL FORMS WILL RESULT IN THE PROPOSAL BEING DISQUALIFIED.

16. The South Texas Independent School District accepts no financial responsibility for any costs incurred by any proposer in the course of responding to these specifications.

17. The Request for Proposal package will be available for download from our website at https://www.stisd.net/departments/business-finance/purchasing/bid-opportunities . Vendors WILL NOT be notified of additional information/addenda postings. It is the vendors' responsibility to view the STISD's web page regularly, or before submitting a proposal response, to ensure that no addenda or additional information have been issued, or to obtain any addenda that may have been issued for the solicitation.

18. Any estimated savings, performance, or other guarantees included in any part of the proposal should be specific, quantifiable, and should include a validation method.

19. Enforceability - This Contract shall be interpreted, construed, and governed by the laws of the United States and the State of Texas. It shall be enforceable in any court of competent jurisdiction in Hidalgo County, Texas.

20. Rebates – The District shall retain 100% of all pharmaceutical rebates acquired by the plan

21. Advertising - Contractor shall not advertise or publish without the School District's prior consent, the fact that it has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local authority.

22. Gratuities - No gratuities in the form of entertainment, gifts, or otherwise, shall be offered or given by Contractor, or any agent or representative of Contractor, to any administrator, employee, or anyone affiliated with the School District with a view toward securing a contract or securing favorable treatment with respect to a contract. ***Failure to comply with this requirement will cause the proposal to be rejected, or the contract (if approved) to be void.***

23. Pricing – All pricing should be included in a separate tab, clearly marked, and explained thoroughly. The district is not responsible for vendor's errors in the proposals.

24. Administrative Service Agreement (ASA) - A proposed draft copy of an ASA Agreement must be submitted with your proposal. An executed contract must be in place within 30 days of the awarding of the proposal.

25. Disclosure – Companies must agree to disclose all revenue streams, and an auditable commitment to pass through all discounts to the Plan Sponsor must be included.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

Personal Importation Drug Program
(RFP# 27-019)

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner, or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."
Subsection (b) states, "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

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

VENDOR'S NAME: _____

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

_____ / _____

DATE: _____

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

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

( ) B. My firm is not owned and/or operated by anyone who has been convicted of a felony.

( ) C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon: _____

Details of Conviction(s):_____

_____

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

Personal Importation Drug Program
(RFP# 27-019)

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

(1) (40 points) the purchase price of all plan aspects;

(2) (15 points) the reputation of the vendor and of the vendor's goods or services;

(3) (15 points) the quality of the vendor's goods or services;

(4) (10 points) the extent to which the goods or services meet the district's needs;

(5) (10 points) the total long-term cost to the district to acquire the vendor's goods or services; and the vendor's past relationship with the district;

(6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized business **(not applicable);**

(7) (10 points) the vendor's past relationship with the district; and

(8) Whether the vendor or the vendor's ultimate parent company or majority owner: A) has its principal place of business in this state; or B) employs at least 500 persons in this state; and

(9) any other relevant factor specifically stated in the request for bids or proposals.

NON-COLLUSION STATEMENT & SIGNATURE SHEET

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

Further, I affirm that before or after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with South Texas ISD, other than Reynaldo Cantu, Purchasing Agent/Account, before the awarding of this proposal. I understand that failure to observe this procedure may cause my proposal to be rejected.

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

_____.

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

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

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

COMPANY _____ EMPLOYER I. D. No._____

ADDRESS _____

CITY, STATE, ZIP CODE _____

TELEPHONE/FAX ( )_____/_____ EMAIL ADDRESS_____

_____	_____	_____
SIGNATURE	TITLE	DATE

CONFIDENTIAL DISCLOSURE STATEMENT

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

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

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

This Confidential Disclosure Statement is being made by:

_____ to South Texas ISD for
(Vendor Name)

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

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

1. "Disclosing Party" means a party that discloses Confidential Information under this Request. "Receiving Party" means a party that receives Confidential Information under this Request.

2. "Confidential Information" means information of any kind which is obtained by the Receiving Party from the Disclosing Party relating to this *Request* ***and which, by appropriate marking, is identified as confidential and proprietary at the time of disclosure.***

3. Notwithstanding the foregoing, Confidential Information shall not include any information that:

    a) is publicly available before the Effective Date, or becomes publicly available thereafter through no breach of this Request by the Receiving Party;

    b) was known to the Receiving Party before the date of disclosure or becomes known to the Receiving Party thereafter from a third party that has no obligation to the Disclosing Party to keep such information confidential;

c) is independently developed by the Receiving Party without the benefit of Confidential Information of the Disclosing Party, as evidenced by written records; **or**

d) must be produced by the Receiving Party pursuant to an order of a court of competent jurisdiction or a valid subpoena, provided that the Receiving Party promptly notifies the Disclosing Party and cooperates reasonably with the Disclosing Party's efforts to contest or limit the scope of such order.

4. The Receiving Party agrees that it will maintain the Confidential Information in confidence using a reasonable standard of care, and no less than the standard of care taken to protect its or his/her own confidential information and will use such Confidential Information solely for the purposes of evaluating its or his/her interest in participating in a future Requests.

5. **As stated above, in the event South Texas ISD receives a request for public records under the Act related to the vendor's response, South Texas ISD will seek an opinion from the Texas Attorney General's Office as required.**

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

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

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

☐ NONE of the Pages in this Request for Proposal (#27-019) are Confidential.

☐ ALL Pages in this Request for Proposal (#27-019) are Confidential.

☐ ONLY Pages _____ are labeled as Confidential (RFP# 27-019)

Name of Company or Firm:_____

By:_____ Title:_____

Signature:_____ Date:_____

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

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

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

Filing Process:

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

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. Information regarding how to use the filing application will be available on this site by January 1, 2016. A sample Form 1295 is included in this procurement document to make prospective vendors aware of this requirement. Vendors are NOT required to complete the enclosed form and include it in their response. Complete instructions and important information can be located from the following link:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

1. Organization submitting proposal:

   a. Name of Firm: _____

   b. Year Founded:_____

   c. Address: _____

   d. Contact Person: _____

   e. Contact Person's email:_____

   f. Contact Person's Phone Number: _____

2. Prescription Drug experience:

   a. Number of Texas School District Clients: _____
   b. Other: _____

3. Provide three (3) current client references of similar size:

Name of Client	Contact Person	Telephone Number	Number of Employees

The district respects the privacy of all respondents' carrier lists, but we require the information for proper evaluation. Failure to provide carrier information may affect respondents in the evaluation process.

4. Services

   a. Will your proposal provide real-time adjudication tracking software free of charge?

   ☐Yes ☐No If no, what is the cost? _____

   b. The district prefers a transparent pricing model. Is your model a transparent pricing model? ☐Yes ☐No
   If No, please explain service and pricing model:
   _____
   _____
   _____
   _____

   c. Will you agree that the district will not be required to pay any additional fees, costs, or expenses other than those expressly outlined in the proposal response?
   ☐Yes ☐No

d. Do you provide cool & cold chain medications? ☐Yes ☐No

Explain_____

_____

_____

_____

e. Will your Agreement allow for third-party audits of all rights and obligations under the agreement? ☐Yes ☐No

Comments_____

f. Will the District retain the right to select the auditor at its discretion?
☐Yes ☐No

Comments_____

g. Has the business entity been a defendant in any lawsuit in any state or federal court during any of the preceding five (5) years? ☐Yes ☐No

If yes, identify each lawsuit by party, case number, court, subject matter, and disposition:

_____
_____
_____

h. Do you have any claims filed against your company which are unresolved and presently pending before any state administrative agency?
☐Yes ☐No

If yes, please provide a full description of the matter:

_____
_____
_____
_____

5. How are eligibility and reporting handled?

_____
_____
_____

6. Is the District billed directly or through the current pharmacy benefit manager?

   _____
   _____
   _____

7. Are costs associated with service covered by Company, Member, or combination (shipping, handling, etc.)?

   Comments:

   _____
   _____
   _____
   _____

8. Are there any administration fees? ☐Yes ☐No If yes, what are the costs?

   _____
   _____
   _____

   Are the costs guaranteed for a three (3) year period? ☐Yes ☐No

   Comments_____

9. Will you certify that you will not receive any compensation or revenue from any other third party related to the services provided under the agreement without the written consent of the Board of Trustees? ☐Yes ☐No

   Comments:_____

10. Do you meet the Minimum Quality Assurance Standards listed in the Statement of Work? ☐Yes ☐No
    If No, please provide any clarifications or deviations.

    _____
    _____
    _____

Repricing Analysis (must be completed)

Drug	Days	Ing. Cost	Total Cost
Mounjaro	30		
Ozempic	30		
Jardiance	30		
Vraylar	30		
Verzenio	30		
Rybelsus	30		
Kisqali	30		
Rinvoq	30		
Dupixent	30		
Humira Pen	30		
TRULICITY INJ 1.5/0.5	30		

If the prices differ based on drug dosage, please provide the dosage and price in a separate table if needed.

_____ _____

Company Name Address

_____ _____

Type Signatory's Name and Title Authorized Signature

MINIMUM QUALITY ASSURANCE STANDARDS

- Any and all prescription drug products shipped through Vendor supply chains meet or exceed all safety concerns that have been addressed by the Food and Drug Administration (“FDA”).

- The Active Pharmaceutical Ingredients (“API”) of any product being sourced internationally are comparable to the United States (“U.S.”) FDA version. Vendor uses the following ways and means to demonstrate similarity:

- Vendor warrants that it only ships drugs whose product monograph is substantially similar to the FDA-approved version of that particular product monograph. The chemical name, chemical description, empirical formula, molecular weight, and the molecule of the active pharmaceutical ingredient are identical but may be shown in different areas of the product monograph. Drug manufacturers are required by the regulatory bodies in each country to attest to the monographs annually and produce a monograph in every country that the particular drug is sold in.

- Vendor only sources drug products from Good Manufacturing Practice (“GMP”) countries whose regulatory environments are comparable to, or more robust than, the U.S.

- Vendor warrants that it only ships drug products when purity and dissolution tests confirm absolute similarity based on the standards set by the United States Pharmacopeia (“USP”). To determine whether a particular drug meets this expectation, Vendor shall contract with an approved Good Laboratory Practices (“GLP”) certified prescription drug testing lab to test FDA-approved drugs compared to their locally regulated and approved international counterparts.

- Vendor affirms that all prescription medications shipped will only be manufactured in accordance with FDA manufacturing standards in facilities that maintain the designation, "FDA Approved Manufacturing Facility."

- Vendor assures that prescriptions dispensed through Vendor and Vendor networks are labeled similarly to those dispensed in the US.

- Vendor network is fully Health Insurance Portability and Accountability Act (“HIPAA”) compliant.

- Utilizing Drug Utilization Reviews (“DUR”) at multiple points, a pharmacy administration management system and the dispensing pharmacist will red-flag a contraindicated medication after reviewing a patient's drug history and current drug profile. Both the U.S. attending physician and the local dispensing pharmacist must complete a DUR process before prescribing or dispensing a drug to a patient.

- Multilingual phone support to eligible Members will be provided through a call center during U.S. business days and standard business hours, at a minimum.

- Members will be advised of potential prescription or non-prescription drug reactions, interactions, and adverse side effects or appropriate precautions, based on current information available to the dispensing pharmacist at the time the prescription is fulfilled. If available, a drug information sheet will be provided with every prescription fulfilled through the Vendor Network to the covered Members.

- Members and/or the U.S. attending physician will be contacted when a prescription item may be unduly delayed. In the event a delay occurs, the employee could obtain a limited quantity short-fill prescription through a local pharmacy.

- The vendor will create and maintain full medication profiles for all Members.

- Vendor will conduct both retrospective and prospective DUR's including current non-prescription/over the-counter ("OTC") medications and for herbal or nutraceutical type preparations, prior to dispensing the prescribed pharmaceutical medication.

- Vendors will ensure that all pharmaceuticals are maintained in accordance with appropriate temperature, light, and humidity standards, during warehousing, shipping, and storage, by our fully licensed regulated licensed pharmacy networks.

- Vendor will notify Members of any relevant prescription drug recalls, or any regulatory alerts associated with any prescription drug fulfillments.

- Requirements for the fulfillment of pharmaceuticals will be anticipated on a best effort basis to secure adequate inventory of such pharmaceuticals for Member on a timely basis. Vendors will always utilize the most cost-effective and competitive shipping rates.

- Vendor participating pharmacy networks will always maintain fully secure supply chains, warehousing, and retail pharmacy facilities.

- Vendor will ensure that all legal, regulatory, and other relevant documentation, including customs declarations to allow for the personal importation of the pharmaceuticals by the Member into the U.S. diligently prepared, stored, and forwarded with all fulfilled prescription drug products

- Vendor will maintain Member confidentiality, protect Member identity, and safeguard Member participant specific personal health information in order to meet and/or exceed both domestic and international privacy legislation guidelines.

- Any access to a member profile is limited to authorized personnel only including the pharmacies/pharmacists/call center personnel and other designated Vendor contractors, employees, the Member who owns the personal health information, and the U.S. attending physician.

Always Innovating
South Texas ISD
RIO GRANDE VALLEY | GRADES 6-12

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

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.

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Vendor Certifications
Agreement Funded by U.S. Federal Grant

1. Felony Conviction Notification

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly-held corporation, 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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Vendor Certifications
Agreement Funded by U.S. Federal Grant

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

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

☐ A. Has its principal place of business in the State of Texas; **OR**

☐ B. Employs at least 500 persons in the State of Texas; **OR**

☐ C. Principal place of business is not in the State of Texas: _____
(City, State)

6. Owner(s) Name of Business

By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A)

_____ _____
_____ _____
_____ _____
_____ _____

7. Delinquent Taxpayers

In accordance with law, the District shall not enter a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.

☐ I am not a delinquent taxpayer to South Texas ISD

☐ I am a delinquent taxpayer to South Texas ISD (Your bid may be disqualified if your debt is not cleared prior to award.)

8. Texas Historically Underutilized Businesses (HUB)- TEC 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

☐ I am an active certified HUB vendor. HUB expiration date: _____

☐ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms

☐ I am neither.

9. Buy American Provisions

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

10. Prohibition on Contracts with Companies Boycotting Israel- HB89

By signing below, pursuant to Texas Government Code, Chapter 2270, {Vendor} represents and warrants to the District that {Vendor} does not boycott Israel and will not boycott Israel during the term of This Agreement.

11. Non Collusion Statement

By signing below, {Proposer} certifies and represents to South Texas ISD that {Proposer} has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Section 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the {Proposer} also certifies and represents that

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

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

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

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

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

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

18. Access to Records

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

19. Applicability to Selected Vendors

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

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

Vendor Name: _____

Address, City, State, Zip Code: _____

Phone Number: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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

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

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):
_____
_____
_____

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7001 E. EXPRESSWAY 83, MERCEDES, TX 78570
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:

_____

_____

_____

Always Innovating
South Texas ISD
RIO GRANDE VALLEY | GRADES 6-12

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

EXHIBITS

"Available on District Website"