Dear Prospective Vendors:

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

ITEM: AWARDS, INCENTIVES, & PRINTED MATERIAL

BID NUMBER: RFP 18-001

EFFECTIVE DATES: 2017-2018 SCHOOL YEAR

Sealed bids will be received no later than 2:00 PM, Thursday, September 21, 2017. Bids must be plainly marked on the outside of envelope SEALLED BID: RFP 18-001, AWARDS, INCENTIVES, & PRINTED MATERIALS, Business Office, STISD, 100 Med High Drive, Mercedes, Texas, 78570 or delivered to the STISD Business Office, at the same address. Bids must be made on the enclosed bid document. Faxed bids will not be accepted.

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

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

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

Your proposal will be appreciated.

Sincerely,

Marla Knaub
Assistant Superintendent for Finance
SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
GENERAL CONDITIONS FOR BIDDING
AWARD, INCENTIVES, AND PRINTED MATERIALS
RFP 18-001

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

1. INSTRUCTIONS TO BIDDERS: Bidders shall carefully examine the specifications and other documents. Should the bidder find discrepancies in, or omissions from the specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the District and obtain clarification by addendum prior to submitting any bid.

2. APPLICABILITY: These conditions are applicable and form a part of all contract documents and a part of the terms and conditions of any bid submitted, unless, bidder takes exception in writing when submitting quotations.

3. BID SUBMISSION: A signed, submitted bid constitutes an offer to perform work and/or deliver the products specified in the bid solicitation. Bids must be submitted on this form only and must reach the SOUTH TEXAS ISD Business Office, 100 Med High Dr., Mercedes, TX 78570 on or before 2:00 PM, Thursday, September 21, 2017. Submit one copy in a sealed envelope, plainly marked SEALED BID: RFP 18-001, AWARD, INCENTIVES, AND PRINTED MATERIALS. Any bid received later than the specified time, whether delivered in person or mailed, will be disqualified. It will be the responsibility of the bidder to deliver the bid to the Business Office before the bid opening time. South Texas ISD will not be responsible for delivering mail to the Purchasing Department from the post office. Vendors are advised to hand deliver all bids to the Purchasing office well in advance of the bid opening time. Late bids will be returned unopened. Bids are to be delivered to South Texas ISD F.O.B. Inquiries pertaining to this bid should be identified by title, date and bid number. In the event you are unable to bid, please so indicate on this form and return to us.

4. SEALED BID: Only sealed bids are acceptable. Faxed or telephone bids will not be accepted by South Texas ISD.

5. ACCEPTANCE: South Texas ISD reserves the right to accept or reject any or all bids, to waive all formalities in the bid process and to accept the offer considered most advantageous to the District.

6. ERROR/QUANTITY: Bids must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit price will govern.

7. ACCURACY OF BIDS: It is specifically understood and provided that a bidder’s proposal represents a true and correct statement of such proposal and contains no clause for claim of omission or error. Any bidder who is extended the privilege of withdrawing a bid because of having proven mechanical error in their bid will be removed from the bid list.
8. **DELIVERIES:** All deliveries required in this bid will be freight prepaid, F.O.B. destination. Bid prices will include all freight and delivery charges. The South Texas ISD assumes no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by District of damage.

9. **PRICES:** Bid prices must be for a minimum of ninety (90) days from the date of bid closing. In the case of an annual contract bid request, the price must remain firm for the period specified. "Discount from List" bids are not acceptable unless specifically requested.

10. **AUTHORIZED SIGNATURE:** Bids must show full firm name and address of bidder, and be signed. Failure to do so will disqualify bid. Person signing bid must show title or authority to bind his firm in a contract.

11. **WITHDRAWAL OF BID:** Will not be allowed for a period of 60 days following the bid opening. No bid may be withdrawn after closing without acceptable reason in writing and with the approval of the Purchasing Dept.

12. **ALTERING BIDS:** Bids cannot be altered or amended after bid closing. Alterations or interlineations made before bid closing must be initialed by bidder to guarantee authenticity.

13. **INVOICES:** All invoices must be submitted for payment by the successful bidder to the South Texas ISD Accounts Payable, 100 Med High Dr. Mercedes, TX 78570.

14. **CASH DISCOUNT:** Payment terms are Net 30 days given that the goods and/or services received are in satisfactory condition. Any discounts available to the District for early payment should be noted. Discounts may be considered in determining low bid.

15. **TAXES:** The South Texas ISD is exempt from State sales tax. Taxes must not be included in the bid. Tax exemption certificates will be executed by the South Texas ISD and furnished upon request.

16. **INSURANCE:** If insurance and/or workman's compensation is required by the District for said bid item(s), proof of insurance and/or workman's compensation should be submitted to the Purchasing Dept., prior to commencement of the project. The South Texas ISD reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the bidder.

17. **SPECIFICATIONS:** Specifications may be those developed by the Purchasing Department to represent items of regularly manufactured products.
   a. District specifications have been developed by the Purchasing Department to show minimal standards as to the usage, materials, and contents based on their needs.
   b. Manufacturer’s specifications, when used by the District, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered.
18. **EQUIVALENT CAUSE:** Whenever in any of the Conditions of Agreement, an article, or material, is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or District approved equal", if not inserted, will be implied. The specific article or material mentioned will be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and will not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. If brand other that specified is offered, complete descriptive information of said article must be included with the bid. If bidder takes no exception to specifications of referenced data, brand names, models, etc. as specified, must be available for inspection by District's personnel.

19. **SAMPLES:** When called for, samples will be submitted with the bid unless stated otherwise. Samples will be delivered by the bidder to the attention of the Purchasing Dept., 100 Med High, Mercedes, TX 78570, prior to the opening of the bids, and placed in a location designated for examination of such samples. Each sample will be clearly tagged to show the bidder’s name, address, bid title and bid item number for which the sample is proposed.
   a. Additional samples needed for a bid to be evaluated properly will be delivered within five (5) working days from the time the vendor is notified by the Purchasing Department.
   b. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

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

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

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

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

24. **EVALUATION OF BID:** All bid evaluations will take into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor’s service and date of proposed delivery and placement. It is not the policy of South Texas ISD to purchase on the basis of low bid alone. Quality and suitability to purpose being the controlling factors: it being understood that South Texas ISD reserves the right to arrive at such by whatever means South Texas ISD may determine in accordance with Texas Education Code 44.031.
25. **REMedIES:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder’s own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

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

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

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

29. **CONDITION:** Unless otherwise indicated, items will be new, unused and in first class condition and delivered in containers suitable for damage-free shipment and storage. South Texas ISD will not accept “factory seconds” or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor’s expense.

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

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

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

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

34. **CONTRACTS AND AGREEMENTS:** All contracts and agreements between Merchants and South Texas School District will strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National

35. QUESTIONS: Any question concerning this bid should be addressed to the Purchasing Department, South Texas Independent School District.
SPECIAL TERMS AND CONDITIONS FOR BIDDING

TYPE: This bid will not supersede any other contracts South Texas ISD either currently is using or may bid in the future for specific and like kind supplies.

TERM OF CONTRACT: It is anticipated that the term of the contract will be from October 2017 through October 2018. Prices decreases or increases to discount percentage in favor of the District are acceptable at any time throughout the term of the contract.

The initial term of the contract shall be for one year, with an option to renew for two additional one-year terms at the discretion of South Texas ISD.

FUNDING OUT: The District’s performance under any agreement entered into with the successful bidder is contingent upon the continued availability of appropriations.

DISCOUNTS: All discounts will be quoted from published catalog pricing, list price or shelf price, freight included.

AWARD: The District will make multiple awards as they may appear most advantageous to the District. The intent of this bid is to provide all schools and departments of South Texas ISD with a list of qualified companies.

CATALOGS: A copy of supplier's latest 2017-18 catalog, if available, should be included with bid.

CATALOG ITEMS: The catalog pricing should include, but not be limited to, embroidered/screen-printed shirts, embroidered/screen-printed head gear, pens, pencils, drinkware, clocks, stickers, calculators, toys and pins, trophies, banners, photos, calendars, bags, decorations, crafts, and frames, for use on an as-needed basis.

CONTRACT VALUE: South Texas ISD estimates the total value of this contract at approximately $50,000.00 per year. However, this estimate should not be construed to be a guarantee of either minimum or maximum since purchases are dependent upon actual need and/or available funding.

ORDERING: Supplier will accept purchase orders by either fax machine or mail. A confirming copy of orders made by fax will not be sent. Proper authorization for orders and issuance of approved purchased orders is a must. No payments will be made on invoices lacking a purchase order number.

SUBSTITUTION: Substitutions for any items on order will not be allowed without written approval.

EQUIVALENT PRODUCTS: All products that are designated as equivalent to specified items will be evaluated, based on literature submitted or sampling of the product. Be sure to indicate the "Brand Name" of each item bid if applicable.
**BRAND NAME:** Any catalog, brand name or manufacturer's reference used in the bid is descriptive, not restrictive. It is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered upon proof of equality.

**NON-PERFORMANCE:** For items that do not perform as specified, the District will give the vendor an opportunity to demonstrate whether the product will perform as expected, and reserves the right to return inferior products within thirty days of receipt at vendor's expense.

**DELIVERY TIME:** Seller must deliver goods within a reasonable time after receipt of purchase order. If delivery cannot be made during the time specified, the District should be notified immediately. Failure to deliver within a reasonable time may result in breach of contract on the part of the vendor.

**QUALITY:** All items bid and supplied will be new, manufactured by a single firm, of a single style and of "first" quality. No seconds or otherwise inferior goods will be allowed.

**DELIVERIES:** Deliveries will be accepted only between the hours of 8:00 AM and 3:00 PM during workdays.

**MANUFACTURER'S GUARANTEE:** A manufacturer's total satisfaction written guarantee, in accordance with the Universal Commercial Code (UCC), for the twelve month contract term, with South Texas ISD reserving the right to have any item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specifications. The item will then, and after adequate time to remedy and as part of remedy, be replaced without charge to South Texas ISD's satisfaction. This will be provided at no additional cost to South Texas ISD during the term of the contract.

**EXCEPTIONS:** All proposals must include a detailed statement of exceptions taken to any part of the request.

**WARRANTY:** All applicable warranty literature must be submitted with bid, if applicable.

**PARTS:** Supplier must be able to provide current replacement parts catalog if applicable.

**Describe:**

**QUALITY ASSURANCE:** A sample may be called for as part of the bid evaluation. All samples will be furnished free of charge to the District and if not used or destroyed in examination and testing, will be returned to the bidder, if requested, at bidder’s expense. Each sample must be marked with the bidder’s name, address and bid number reference.
# REFERENCES

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<th>District Name</th>
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<th>Phone Number</th>
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SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
FELONY CONVICTION NOTICE

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 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

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

I, the undersigned agent for the firm named below, certify that I have diligently reviewed the information concerning the notification of felony convictions and the information furnished below is true to the best of my knowledge and due diligence.

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

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

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

Name of Felon(s):

Detail of Conviction(s):

Vendor's Name:

Authorized Company Official's Name (PRINTED):

Signature of Company Official:
SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
NON-COLLUSION STATEMENT

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the South Texas Independent School District 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 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 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 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 to 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 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 and represents 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.

_____________________________________________________________
FIRM NAME

_____________________________________________________________
ADDRESS

_____________________________________________________________
CITY/STATE/ZIP

_____________________________________________________________
TYPED NAME OF REPRESENTATIVE(S)

_____________________________________________________________
SIGNATURE OF REPRESENTATIVE(S)

_____________________________________________________________
DATE
**CONFLICT OF INTEREST QUESTIONNAIRE**
For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

### 1. Name of person doing business with local governmental entity.

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<td>Date Received</td>
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### 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

### 3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

### 4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

Amended 01/13/2006
## Name of local government officer with whom filer has affiliation or business relationship.

(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

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<tr>
<td><strong>A.</strong> Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?</td>
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<td>Yes</td>
<td>No</td>
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<tr>
<td><strong>B.</strong> Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?</td>
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<td>Yes</td>
<td>No</td>
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<tr>
<td><strong>C.</strong> Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</td>
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<td>Yes</td>
<td>No</td>
</tr>
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<td><strong>D.</strong> Describe each affiliation or business relationship.</td>
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### Describe any other affiliation or business relationship that might cause a conflict of interest.

### Signature of person doing business with the governmental entity

Signature

Date

Amended 01/13/2006
**Request for Taxpayer Identification Number and Certification**

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**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. person (including a U.S. resident alien).

**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 on page 3.)

**Signature**

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:

- Individual/Sole Proprietor
- Corporation
- Partnership
- Other

Exempt from backup withholding

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

Requester’s name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I  Taxpayer Identification Number (TIN)**

Social security number

Or

Employer identification number

**Sign Here**

Signature of U.S. person

Date
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 – Form 1295 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** means:
  1) a person who:
    1) has controlling interest in a business entity with whom South Texas ISD and/or its cooperative members contract; 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** means:
  1) a person who actively participates in the facilitation of the contract or negotiation of 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:
SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
BID ACCEPTANCE FORM

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid.

FIRM NAME

DOING BUSINESS AS (DBA)

ADDRESS

CITY/STATE/ZIP+4

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID

COMPANY OFFICIAL (PRINT NAME)

OFFICIAL POSITION
The South Texas ISD is interested in selecting one or more primary vendors, offering the lowest net price for awards, incentives and printed materials. **A percentage discount from catalog price, list price or shelf price is necessary for the District to purchase items that will be used during the 2017-18 calendar year.** Even if no discount is offered, this must be indicated in one of the spaces provided for the bid to be considered valid. If no flat discounts are offered, send a catalog or price list of available items. The percentage discount, competitiveness of price and prior year performance will be considered in the selection of the primary vendor(s).

The vendor will check the appropriate blank(s):

___ 1. Catalog price discount of __________ % off catalog price

___ 2. Discount of ______ % applies to sale flyers

___ 3. Internet/On-Line price discount of ___ % off internet/on-line price

___ 4. Vendor is bidding a shelf price discount of ______% at time of purchase

___ 5. Price list discount of _______ % off published price. Price list submitted and enclosed – no catalog available

___ 6. Shipping and handling fees apply

   Explain: _________________________________________________________
   ______________________________________________________________
   ______________________________________________________________

Use additional page(s) if necessary