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100 Med High Drive
Mercedes, TX 78570
Mile 2 W. Rd. & Expwy. 83

PURCHASING DEPARTMENT
100 Med High Drive
Mercedes, Texas 78570
Phone: (956)565-2454

**REQUEST FOR QUALIFICATIONS
FOR:
LEGAL SERVICES RFQ 19-010**

NOTICE REGARDING SUBMISSION OF RESPONSE TO THIS RFQ

The District recommends you either hand deliver the RFQ response to the Purchasing Office at the following address:

South Texas ISD Purchasing Department
100 Med High Drive
Mercedes, Texas 78570

or have it delivered by a courier type service, such as FedEx or UPS, etc., with a recipient’s signature and documented time of delivery.

Statement of Qualifications submitted via the U. S. Postal Service are to be mailed to:

South Texas ISD- Assistant Superintendent for Finance
Marla R. Knaub
100 Med High Drive
Mercedes, Texas 78570

The U.S. Postal Service mail goes to our warehouse to be processed before delivery to the departments. NOTE: Delivery of Statement of Qualifications envelope to other Departments within the South Texas Independent School District is not considered as delivery to the Purchasing Department. You may mail the response in time, but it may not be received in the Purchasing Office in a timely fashion, and therefore will be rejected.

Oral, e-mail, or telegraphic Statement of Qualifications transmitted via the District’s facsimile machine are not acceptable. **DO NOT FAX OR EMAIL YOUR SUBMISSION.**

This is a Request for Qualifications to procure Professional Services as provided in Texas Government Code Chapter 2254

SUBMIT ONE ORIGINAL AND THREE (3) COPIES OF STATEMENT OF QUALIFICATIONS, as well as one soft copy (electronic) in flash drive with each copy of the Statement of Qualifications, unless otherwise indicated in the specifications.

PLEASE SUBMIT STATEMENT OF QUALIFICATIONS NO LATER THAN 2:00 P.M. LOCAL TIME ON TUESDAY, FEBRUARY 12, 2019. Mark your sealed envelope with RFQ 19-010, Company Name, time, and due date, as noted above.

Statement of Qualifications received at the STISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. The South Texas ISD shall not be held liable for late submissions of the Statement of Qualifications.

You are invited to submit a Statement of Qualifications to provide Legal Services for the South Texas Independent School District (STISD) for a two-year term with annual renewal options subject to negotiation.

The response **MUST** be signed by an individual authorized to contractually bind the firm submitting the Response. A failure to sign the Response will cause it to be rejected as NON-RESPONSIVE. Responses must give full firm name and address of Offeror. Person signing the Response should show title or authority to bind his/her firm in a contract.

RESPONSES WILL NOT BE OPENED OR READ PUBLICLY

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

By: Marissa Vaiz, Purchasing Agent

You are representing to South Texas ISD that you are authorized to submit this Statement of Qualifications by signing below.

Statement of Qualifications submitted: (Circle One) YES NO BID

Company Name _____

Address _____ City _____

State _____ Zip _____

Signature of Authorized Representative _____ Date _____

Printed Name _____

Email _____

Phone _____ Fax _____

REQUIRED SUBMITTAL

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NOTICE TO OFFERORS:

1.0 The South Texas Independent School District (the “District”) is accepting qualification statements from qualified firms to provide external legal services to South Texas ISD. The District anticipates awarding one law firm/law office who will become the District’s external legal counsel on an as needed basis. Law office/firm are needed to provide legal services for matters related to: labor and employment law, administrative hearings, investigations, immigration law, election law, tax, bankruptcy law, special education and section 504, construction law, intellectual property, general litigation, special counsel to the Board of Trustees, real estate, general school law, open records requests, and other legal services that may be required.

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2.0 INSTRUCTIONS TO RESPONDENTS

2.1. **PROCESS OVERVIEW:** This section outlines the steps in the procurement process.

| | |
|--|---------------------------------------|
| Legal Advertisement Dates | January 25, 2019 and January 30, 2019 |
| Deadline for Questions | January 31, 2019 by 4:00pm CST |
| Deadline for Response to Questions/Addendum(s) | February 5, 2019 |
| Statement of Qualifications Due Dates | February 12, 2019 by 2:00pm CST |
| Responses submitted to School Board | February 26, 2019 |

2.2. The District Purchasing Department and Offerors may enter into discussions and revisions of qualifications statement, as necessary. Discussions/negotiations may be conducted with Offerors who are deemed to be within the final competitive range; however, STISD reserves the right to award a contract without discussions/ negotiations. The competitive range and responsiveness of the Statement of Qualifications submitted will be determined by STISD’s Purchasing Agent and the evaluation will include only those initial qualifications statements that the Agent determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Offerors will be required to submit a best and final qualifications statement. The best and final qualifications statement may be required as early as 24 hours after completion of negotiations/discussions.

2.3. South Texas ISD’s content contact for this contract is Marla R. Knaub, Assistant Superintendent for Finance. This individual, or designee(s) will be responsible for providing answers to questions related to the technical aspects, contractual and procedural issues of this RFQ. ALL questions are to be directed to Marla R. Knaub at marla.knaub@stisd.net who will forward them to the functional expert for response.

2.4. Questions and requests for additional information, omissions, or corrections requested shall be sent to the Assistant Superintendent for Finance in writing. You may e-mail this information to marla.knaub@stisd.net. Requests for information/interpretation must be received in writing. Only questions answered by formal posted written addenda will be binding.

2.5. The terms, “offeror”, “contractor”, “firm”, “bidder”, “Offeror”, “respondent”, “bidder” and/or “vendor” refers to the person/firm that submits the offer to this solicitation document. South Texas Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this Solicitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Offerors should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form – **See Required Forms**. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

2.6. Qualifications statements asserted to be copyright protected in their entirety may, in the District’s sole discretion, be rejected as non-conforming. Offerors who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form – See Required Forms. Offerors submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form – **See Required Forms**, respondents grant the District authorization to reproduce and provide copies of such information and agree

to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a respondent is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.

2.7. The Respondent is strongly encouraged to read the entire RFQ document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of RFQ.

2.8. All responses to questions will be posted in an addendum on the district's website at http://www.stisd.net/departments/business_office/purchasing

Any addenda, if required, will be posted on the aforementioned website. It is the offeror's responsibility to check this website for addenda postings prior to submitting responses.

2.9. PLEASE PROVIDE ONE (1) ORIGINAL AND THREE (3) COPIES OF RESPONSE. ENSURE THE ORIGINAL AND COPIES ARE CLEARLY LABELED.

2.10. All pages of this Request for Qualifications marked **"REQUIRED"** are to be returned with your qualifications statement.

2.11. Subject to the restrictions discussed below, the District will consider a WRITTEN request from any Offeror that the Offeror be allowed to withdraw any Statement of Qualifications submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR STATEMENT OF QUALIFICATIONS SUBMISSION as stated in the Notice of the Request for Qualifications included with this Invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any qualification statement in ink, and the person signing the request must indicate his/her title along with his/her signature. No qualification statement may be withdrawn after the date and time that qualification statements are due as specified in the Notice of the Request for Qualifications. Only qualification statements that have been submitted consistent with the instructions relating to packaging and labeling of the qualification statement will be considered for withdrawal. If there is any question in the mind of the management or staff of the District regarding the identity of the qualification statement or the identity of the Offeror relating to any request for the withdrawal of any qualification statement, the District will refuse to allow the withdrawal of the qualification statement. Withdrawal of any qualification statement allowed by the District will require the completion and signature of a written receipt by the Offeror's representative satisfactory to the management or staff of the District before the qualification statement will be released. The decision of the management or staff of the District relating to any matters concerning qualification statement withdrawal will be final.

2.12. If a Offeror requests to withdraw a qualification statement and the District allows the withdrawal of the qualification statement, the Offeror may resubmit the qualification statement, or submit a new qualification statement, up until the due date and time for qualification statement submission as stated in the Notice of Invitation to Qualification statement included with this qualification statement invitation, provided any new submission meets all the qualifications of qualification statement submission included in these General Terms and Conditions.

2.13. If a Offeror resubmits a qualification statement that was withdrawn and makes changes to any document in the qualification statement package, an authorized agent of the Offeror must initial all alterations made to any qualification statement document. All qualification statements in the possession of the District at the time qualification statements are due shall be deemed final, conclusive and irrevocable, and no

qualification statement shall be subject to withdrawal, amendment, or correction after the due date and time for qualification statement submission as stated in the Notice of the Request for Qualification included with this qualification statement invitation.

- 2.14. If any exceptions are taken to any portion of this RFQ, the Offeror must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form (**See Required Forms**), or as a separate attachment to the RFQ. The failure to identify exceptions or proposed changes will constitute acceptance by the Offeror of the RFQ as proposed by the District. The District reserves the right to reject a RFQ containing exceptions, additions, qualifications or conditions.
- 2.15. Offerors shall also include WORD copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.
- 2.16. All Offerors must execute the **REQUIRED FORMS** enclosed (or otherwise requested herein) for the RFQ to be considered responsive. The name of the representative on these forms should be the same. All supplemental information required by the RFQ Form must be included with the RFQ. Failure to provide complete and accurate information may disqualify the Offeror.
- 2.17. It is the policy of the District not to discriminate on the basis of race, color, religion, national origin, sex, disability, sexual orientation, or age in its programs and activities, its educational programs, nor in its employment practices.
- 2.18. In order to ensure the integrity of the selection process, Offeror's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation to the Offeror's response, directly or indirectly, through any contact with school board members or other district official from the date this RFQ is released until the award.
- 2.19. This RFQ is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of the District, is at any time while the RFQ is in effect, an employee of any other party to the RFQ in any capacity or a consultant to any other party of the RFQ with respect to the subject matter of the RFQ.
- 2.20. Assignment/Delegation
No responsibility or obligation created by this contract shall be assigned or delegated by the firm without written permission from the District. Any attempted assignment or delegation by the firm shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.21 South Texas ISD is exempt from federal excise taxes, state and local sales taxes and use taxes.

2.22 **Award/Evaluation of Qualification statements**

- a. The South Texas Independent School District Board of Trustees reserves the right to accept or reject all or any part of any Statement of Qualifications, waive minor Statement of Qualifications formalities/technicalities and award the Statement of Qualifications deemed to be most advantageous to the District.
- b. The District reserves the right to award to a single Offeror, multiple Offerors, each line item separately or in any combination it determines to be in its best interest.
- c. Responses and offers must remain open for acceptance for a period of thirty (120) days subsequent to the opening of RFQs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

- d. The successful bidder(s)/offeror(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the District.
- e. The successful bidder(s)/offeror(s) will be required to execute a Service Contract Agreement in conjunction with this process after the Board of Trustees has taken action and prior to work commencing. A copy of the Service Contract Agreement is included with this RFQ for review

3.0 RFQ REQUIREMENTS AND CONDITIONS

- 3.1 In submitting a RFQ, Offeror understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFQ between the firm and the District. By submitting a RFQ, each Offeror agrees to waive any claim it has or may have against the District arising out of or in connection with the administration, evaluation, or recommendation of any RFQ; waiver of any requirements under the RFQ Documents; acceptance or rejection of any RFQs; and award of Contracts, if any. The District may elect to issue subsequent qualification statements and approve additional firms for the same or similar items/services during the agreement period if it is determined to be in the best interest of the District.
- 3.2 Regardless of the award of RFQ hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.

3.3 ASSIGNMENT

The successful Offeror may not assign its rights and duties under an award without the written consent of the District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

3.4 TERMINATION

South Texas ISD shall have the right to terminate for default all or part of a resulting contract if the firm breaches any of the terms hereof or if the firm becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which South Texas ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

South Texas ISD has the right to terminate a resulting contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

South Texas ISD may terminate a resulting contract and debar the firm from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

3.5 DEFAULT AND REMEDIES

The Firm shall be considered in default of this RFQ, and such default shall be grounds for the District to terminate any resulting award for this RFQ and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Firm fails to perform any of its obligations under this RFQ and fails to correct such non-performance within ten (10) calendar days

of written notice from the District to do so. Should any termination of this RFQ award be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience as provided herein.

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the District to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Hidalgo County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

3.6 GRATUITIES

The District may, by written notice to the Firm, cancel this RFQ without liability to Firm if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Firm, or any agent or representative of the Firm, to any Board Member, officer, or employee of the District with a view toward securing a RFQ or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

3.7 FORCE MAJEURE

Neither Firm nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFQ is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFQ, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFQ.

Failure of Firm to fully comply with the terms and provisions of this RFQ shall constitute grounds for declaring the Firm in default

3.8 THIRD PARTY BENEFICIARIES

Nothing relating to this project shall be deemed or construed to create any third party beneficiaries

or otherwise give any third party any claim or right of action against any party to this request.

3.9 INDEMNIFICATION AND HOLD HARMLESS

Offeror acknowledges and agrees that South Texas ISD is a Texas Political Subdivision and a local government entity and therefore, is prohibited by the Texas Constitution from indemnifying it or any third parties for any damages arising under this Agreement.

Except as otherwise expressly provided, offeror shall defend, indemnify, and hold South Texas ISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of offeror, its agents or employees in the performance of its obligations under a resulting contract. This clause shall survive termination of a resulting contract.

To the fullest extent authorized by law, Offeror, including its assigns, subcontractors, officers, directors, employees, agents or representatives (Collectively, "Offeror") shall forever waive, release, indemnify and hold harmless the District, its Board of Trustees, assigns, officers, directors, employees, agents, and representatives from and against any and all losses, damages, injuries (including death), causes of action, claims, demands, liabilities, judgments, suits, losses, damages, fines, assessments, penalties, adverse awards and expenses (whether based upon tort, breach of contract, patent, trademark or copyright infringement, or other intellectual property infringement, failure to pay employee taxes or withholdings, failure to obtain worker's compensation insurance, or otherwise), whether known or unknown, including, without limitation, legal and related legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from (1) any actual or alleged intentional or negligent act or omission of, or default in the performance of, attempted performance of, or failure to perform, its obligations pursuant to this Agreement by Offeror, (2) Offeror's involvement in the specified services under this Agreement, (3) Any terms or conditions or provisions or underlying provisions of this Agreement, including but limited to, any premises or special defect known or unknown to the District, and any injury to individuals present during Offeror's involvement under the terms and conditions of the services and Agreement, including willful acts such as assault, copyright, licensing and patent infringement relating to any software and/or equipment provided by Offeror; and wrongful imprisonment or other intentional torts.

Offeror further agrees to defend (at the election of the District) at its sole cost and expense against any claim, demand, action or suit for which indemnification is provided herein.

Approval and acceptance of Offeror's services by the District shall not constitute nor be deemed a release of the responsibility and liability of Offeror for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the District for any defect, error or omission in the services performed by Offeror in this regard. Offeror shall defend, hold harmless and indemnify the District for damages resulting from such defects, errors or omissions. The District shall also not be liable for the accuracy or any unauthorized or unintended changes to the originally transmitted information.

Not a negotiable term. Failure to agree will render your qualifications statements non-responsive and it will not be considered.

4.0 SCOPE OF QUALIFICATION STATEMENT

- 4.1 The South Texas Independent School District (the “District”) is accepting qualification statements from qualified firms to provide external legal services to South Texas ISD. The District anticipates awarding one law firm/law office who will become the District’s external legal counsel on an as needed basis. Law office/firm are needed to provide legal services for matters related to: labor and employment law, administrative hearings, investigations, immigration law, election law, special education and section 504, construction law, intellectual property, general litigation, special counsel to the Board of Trustees, real estate, general school law, open records requests, and other legal services that may be required.
- 4.2 South Texas Independent School District (“South Texas ISD” or “the “District”), is a school district based in Mercedes, Texas and has an enrollment of over 4,000 students. The District serves junior high and high school students who live along the southernmost tip of Texas, the region known as the Rio Grande Valley. The district stretches over three counties, Cameron, Hidalgo and Willacy, and overlaps 28 other school districts, an area of 3,643 miles. South Texas ISD also employs approximately 655 staff, which covers teachers and administrators at all of the schools.

Additional information about South Texas ISD can be obtained from the District’s website at www.southtexasisd.net.

4.3 CATEGORIES OF PROPOSED LEGAL SERVICES

- 4.3.1 Business and Commercial Law – Selected counsel will provide legal advice and representation in business operations including procurement of electricity, energy management and related federal and state regulatory matters.
- 4.3.2 Construction Law – Selected counsel will provide legal advice in drafting and negotiating construction contracts, and provide legal advice and representation on contested construction matters, including litigation and construction bond issues.
- 4.3.3 Facility Use/Naming Rights – Selected counsel will provide legal advice and representation in matters concerning naming rights, sponsorships and marketing campaigns in connection with the purchase, lease, construction and/or use of District facilities and property.
- 4.3.4 General School Law – Selected counsel will provide legal advice in all areas of school law such as finance, trustee elections, public information requests, open meetings act, contracts, charter schools, competitive bidding, procurement, student discipline, parental rights, and other school related areas.
- 4.3.5 Employment Matters – Selected counsel will provide legal advice and representation in contested and non-contested employment matters involving the issuance of or recommendation for discharge, termination or non-renewal of a teacher’s or administrator’s contract, as well as at will employees. Counsel will represent South Texas ISD in state and federal trials and appeals. Counsel will, as requested, provide legal advice on general personnel matters, including personnel policy revisions. Knowledge of the requirements of discharge, termination and non-renewal requirements pursuant to the Texas Education Code, Commissioner hearing rulings and applicable state and federal law required.
- 4.3.6 Immigration Law – Selected counsel will provide legal counsel on immigration issues that arise related to employees and students. Primarily, selected counsel will provide legal

services regarding the employment and retention of H1-B and J-1 workers. Selected counsel must be able to demonstrate the ability to handle a significant caseload in a short timeframe and, to the extent possible, the electronic handling of application requests.

- 4.3.7 Investigations – Selected counsel will provide thorough independent investigations of noncriminal misconduct.
- 4.3.8 Real Estate – Selected counsel will provide legal advice and representation in contested and non-contested real estate contracts, imminent domain, leasing and land acquisition, but excluding construction-related contracts.
- 4.3.9 Personnel Administration and Benefits – Selected counsel will provide legal advice and representation in contested and non-contested matters involving teacher contracts, administrator contracts, grievances, and general personnel matters, including personnel policy revisions.
- 4.3.10 Litigation – Selected counsel will provide legal representation in defending and suing on behalf of the District in matters under the jurisdiction of federal and state courts. Such matters may include, but not be limited to, personal injury litigation, employment matters, breach of contract, and condemnation.
- 4.3.11 Special Education and Section 504 and Civil Rights Issues – Selected counsel will provide legal advice and representation in contested and non-contested matters, including representation at ARD meetings, due process hearings, 504 meetings and hearings, and state and federal trials and appeals.
- 4.3.12 Civil Rights – Selected counsel will represent the District in matters involving civil rights, including voter’s rights, but excluding the areas of special education and Section 504.
- 4.3.13 Intellectual Property – Selected counsel will provide legal advice, representation, and litigation related to intellectual property issues, including copyrights and trademarks.
- 4.3.14 Special Counsel to the Board – Selected counsel will provide counsel to the Board of Trustees when the South Texas ISD General Counsel has a conflict of interest, a second opinion is desired or General Counsel cannot represent the board for any reason.
- 4.3.15 Employment Litigation and Personnel Matters – Selected counsel will represent the District in EEOC matters, employee grievances, and defending the District in state and federal court against claims of discrimination under Title 7, the ADEA, USERRA, FLSA, ADA, FMLA, and the Texas Labor Code.
- 4.3.16 Bankruptcy – Selected counsel will provide legal representation in bankruptcy matters and other general litigation falling under the jurisdiction of Bankruptcy Courts.
- 4.3.17 Other Legal Services – Services for legal assistance not included in this RFQ may be negotiated from attorneys selected in this process that are best suited for needs yet to be defined.

5.0 TERM OF CONTRACT

- 5.1 No contract will be exclusive. All contracts will be for a two-year term with annual renewal options subject to negotiation. Fee structure will be reviewed at the end of the initial two-

year term and may be renegotiated for subsequent terms. The District reserves the right to terminate the contract with advance written notice to the other party at will.

6.0 INVOICING AND PAYMENT

- 6.1 The District's standard payment terms are net thirty (30) days after receipt of invoice.
- 6.2 Invoices should be sent to:
South Texas ISD, Accounts Payable, 100 Med High Drive, Mercedes, TX 78570.
- 6.3 Billing invoices shall be itemized and submitted in accordance with the External Counsel Protocol.
- 6.4 Billing invoices should include:
- a. A description of work performed by each professional each day at increments no greater than one-tenth (.10) hour;
 - b. A summary indicating the name of each professional, the total hours worked, the applicable hourly rate, and the total fees for the billing period; and
 - c. A detailed itemization of expenses; the district will not approve billings for "miscellaneous" or "other overhead expenses".

Invoices should be provided to the District in a timely manner. Firms are requested to invoice the District within thirty (30) days of providing services to the District. Firms that continuously invoice the District in a manner that is outside of generally accepted business practices may affect their continuing relationship with the District.

In the event a Firm presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, the District may be required to perform substantial research which could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Firm.

- 6.5 Invoices should be provided to the District in a timely manner. Firms are requested to invoice the District within thirty (30) days of providing services to the District. Firms who continuously invoice the District in a manner that is outside of generally accepted business practices may affect their continuing relationship with the District.

6.6 FEES AND BILLING

All work to be billed to the District must be pre-approved by the South Texas ISD the Superintendent of Schools, or the Board President. Fees generated for matters that have not been pre-approved will not be paid.

6.7 ALTERNATE BILLING ARRANGEMENTS

The District believes alternative billing arrangements have usefulness.

Please answer the following questions:

- a. Has your firm instituted any cost containment models, practices or procedures? If so, what are they and how do they work?
- b. Are there any services, or aspects of litigation, that can be performed by your firm on a flat-fee basis?
- c. Has your firm participated previously in any kind of results oriented billing arrangements and, if not, are you open to discussing such an arrangement?

6.8 DELIVERY OF DOCUMENTS

Consistent with the urgency of the matter, it is expected that Counsel utilizes the most economical form of transmission or delivery of documents.

6.9 OVERHEAD

Counsel will not be reimbursed for items traditionally treated as law firm overhead, such as secretarial/staff overtime, law students, summer associates, word processing, library charges, Westlaw and LexisNexis Research and utilities.

Experts and Outside Consultants should be retained only after direct consultation and written approval from the Superintendent of Schools.

Unless prior approval has been obtained from the Superintendent of Schools, only one (1) attorney shall bill for services on a single project at the same time. In addition, only one (1) attorney will be allowed to bill for internal conferences between attorneys.

All billings must be in increments not greater than .10 (one-tenth) hours.

All selected law firms must abide by all District billing invoice guidelines and requirements.

In the event a particular matter appears to fall under more than one category, the District will make a determination regarding which firm will be assigned the matter. Such determination shall be final.

6.10 DISCOUNTS

Firm Statement of Qualifications may include a percentage discount to be applied to charges on an annual or monthly basis for billings exceeding a set amount.

6.11 WORKSHOPS/TRAINING

Firm Statement of Qualifications should be prepared to provide each year at least two (2) annual workshops/training for district staff on subjects determined by the Superintendent of Schools, or Board President, upon request, at no cost.

Counsel on administrative matters must provide, at no charge, a minimum of three (3) in-service sessions per year related to the category of legal services to be provided. Counsel providing legal services in more than one category, are required to provide three (3) such in-services in each category. In-services will be developed in coordination with the Business Office and will be designed to provide information to meet the district's need in the particular category. Counsel will furnish, prior to the in-service, copies of all written materials used during any in-service provided for the benefit of district personnel.

6.12 CONFLICT OF INTEREST STATEMENT

Each statement of qualifications must contain a statement that the Offeror, if selected, agrees not to undertake future representation of any person or entity in a manner adverse to the District's interests during the term of the contract and for a period of two years after termination of the contract.

6.13 OFFEROR CONDUCT

During the RFQ process, Offerors are not permitted to contact any STISD employee unless at the request of STISD's Purchasing Agent. Firms currently representing the District on legal matters may contact the District as necessary. Communications regarding this RFQ will only be accepted in writing. No gratuities of any kind will be accepted including meals, gifts, or tips during the RFQ process. Violation of these conditions will subject any Offeror to immediate disqualification.

7.0 STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT

| | |
|---|---|
| <p>1. Executive Summary, Firm's Profile and Experience</p> | <p>a. Indicate the date your firm was established</p> <p>b. Indicate whether you are a small firm. For the purposes of this RFQ, a small firm has less than twenty (20) full or part time attorneys. Any firm with twenty (20) or more full or part time attorneys will be deemed a medium/large size firm.</p> <p>c. Provide a description of your firm's presence in Texas and specifically Hidalgo, County. Note the location of each office, the number of attorneys that reside in each office, whether they are partners or associates and whether attorneys not licensed in the State of Texas will be assigned to provide any of the requested legal services if your firm receives a designation pursuant to this RFQ.</p> <p>d. Identify any governmental entities, agencies, or political subdivision, other than school districts, the firm represents or has represented. Include the time period during which the firm represented each such agency and the nature of the work performed.</p> <p>e. Describe the legal services provided by your firm.</p> <p>f. Describe your firm's specialty and/or area(s) of expertise. Section 2.0 above outlines the categories of proposed legal services being sought. List the legal practice areas that the firm is seeking to provide to the District. The response should identify the length of time that the firm has provided the requested and/or similar services requested by this RFQ in each practice area.</p> <p>g. Indicate the practice area designation in which you or your firm seeks special counsel designation. Identify and give the office location of each attorney who practices in that practice area. Please indicate what percentage of your firm's practice is in the practice area in which you seek designation.</p> |
| <p>2. Services & Service Plan Provided Describe the specific services and methodology or work plan your firm proposes to provide</p> | <p>a. Explain the proposed work plan for processing cases, mediation and due process hearings.</p> <p>b. Describe the firm's approach to maintaining responsive communication with your governmental clients and keeping the client informed of problems and progress.</p> <p>c. Explain your firm's plan for conferring on a regular basis with South Texas ISD and/or designee.</p> |

| | |
|---|--|
| | <p>d. Explain the technology utilized by your firm and focus on the efficiencies gained by each technology.</p> <p>e. Provide a detailed description of the approach and methodology to be used to accomplish the requirements as detailed in the scope of services of this RFQ. The methodology section should include:</p> <ul style="list-style-type: none"> i. Information as to the capabilities and resources of the office(s) from which respondent proposes to perform the required services, and a listing of professional personnel by name and discipline that would be assigned to perform the services requested by this RFQ. ii. An abstract of respondent’s cost control procedures and how it charges for its services; and iii. A description of respondent’s quality control program, focusing on the policies and procedures to be employed to assure a complete, accurate and quality product. <p>f. With specificity, describe what makes your firm uniquely qualified to provide legal services, including any superior qualities your firm possesses, that would benefit the South Texas ISD. Include in the response your firm’s ability to provide legal training and resource material. (Attach separate sheet, if needed).</p> |
| <p>3. Litigation / Lawsuits</p> | <p>a. Has the firm or any member of the firm engaged in litigation or represented clients in matters against or adverse to the South Texas ISD, its Superintendent or Board of Trustees? Is so, describe the circumstances and resolution.</p> <p>b. Explain in detail any disciplinary actions taken, investigations currently being conducted, or lawsuits filed against your firm or representatives of your firm during the last five years by federal, state, industry regulatory bodies, or clients.</p> <p>c. Identify and describe in detail any indictments, convictions or civil offenses arising directly or indirectly from the conduct of business by your firm or any of its partners, associates, employees, or agents.</p> |
| <p>4. Describe your firm’s personnel expertise in the areas of law proposed:</p> | <p>a. Identify the number of employees in your firm (licensed attorneys; legal support staff; other support staff).</p> <p>b. Specify the number of full-time attorneys employed by your firm</p> |

| | |
|--|--|
| | <p>c. Specify the number of full-time employees for your firm (excluding attorneys)</p> <p>d. Provide a list and resumes of proposed full-time and part-time staff, consultants and subcontractors who may be assigned work on South Texas ISD matters. Please specify their direct experience in working with Texas school districts, educational institutions and/or other public institutions and their office location. Documentation should detail proposed staff members' tenure with the firm, as well as in the legal profession. An account manager for billing purposes and supervisor for work assignments for District work should be identified. Special mention should be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be identified.</p> <p>e. List the name, address, phone number, fax number and e-mail address of the contact person who is authorized to answer questions and negotiate the terms and conditions of this engagement on behalf of your firm.</p> |
| <p>5. References</p> | <p>Identify any school districts, governmental entities and or public sector entities represented by the firm during the last five (5) years. For each matter, provide the name of the school district, the dates of the engagement and the name and contact information of the school district, governmental entity and or public sector entity employee responsible for overseeing the work of the firm on that matter.</p> |
| <p>6. Acceptance of RFQ & Contract Terms & Conditions</p> | <p>Provide a statement accepting all terms and conditions within the RFQ document to include acceptance of the contract form or detail all exceptions/deviations and the rationale for the deviation.</p> |
| <p>7. Other Information</p> | <p>Any other information you believe will assist South Texas ISD in evaluating your Statement of Qualifications</p> <p>a. Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if your firm acts as litigation counsel to the South Texas ISD or any of its departments, offices, or divisions.</p> <p>b. Identify your firm's malpractice insurer and describe the insurance limits.</p> <p>c. Provide affirmation that the firm and all engaged employees are in good standing with all agencies or</p> |

8.0 GENERAL PROVISIONS

8.1 The Firm agrees not to undertake future representation of any person or entity in a manner adverse to the District's interests during the term of this Agreement and for a period of two years after termination of this Agreement.

8.2 The parties agree that the District participates in insurance programs with various carriers. Each carrier has a panel of attorneys from which the District's legal representation is selected. It is understood by the parties that the categories of legal services to be provided under this agreement do not include those lawsuits and other legal matters which are covered under the insurance policies and agreements with the District's insurance carriers.

8.3 The South Texas ISD reserves the right to determine the scope of representation.

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9.0 EVALUATION CRITERIA

9.1 Qualification Statements will be evaluated by District personnel. The criteria for evaluation of Qualification Statements and selection of the successful firm(s) for this award will be based on the criteria outlined in the following chart.

Please ensure that you provide a response to each criterion and if the answer is not subsequent to the question, please note where in your response the criterion is addressed.

| | |
|--------------------------------------|---|
| Firm's Experience & Reputation | <p>a. The respondent's demonstrated competence and experience with South Texas ISD and similar school district's and/or public sector entities. (10 points)</p> <p>b. The respondent's awareness of and demonstration of effective strategies to address present and forecasted legal issues that will impact the South Texas ISD. (10 points)</p> <p>c Describe the participation of women and minorities in your firm. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your firm that is owned by women and by minorities. (5 points)</p> |
| Qualification of Personnel assigned | <p>a. Qualification of respondent's team, including education and experience. (10 points)</p> |
| Methodology and Delivery of Services | <p>a. The attorney or firm's use of alternative dispute resolution techniques as evidenced by past success in engaging in these techniques. (5 points)</p> <p>b. The attorney or firm's geographical proximity to the District as noted on cover page. (5 points)</p> <p>c. The attorney or firm's willingness to use resources of the South Texas ISD to minimize cost. (5 points)</p> |
| Quality of Services provided | <p>The soundness of the respondent's approach to providing external legal counsel to South Texas ISD. (10 points)</p> <p>The Firm's ability to effectively provide legal representation while minimizing costs and Respondent's demonstration of the incorporation of technology in the provision and management of legal services. (5 points)</p> |
| Contract Terms & Conditions | <p>Acceptance of terms and conditions within the RFQ document to include acceptance of the contract form (5 points)</p> |
| Other Factors | <p>a. Respondent's demonstrated capacity and financial resources to provide required services. (5 points)</p> |

| | |
|------------|--|
| | b. Other information in the RFQ or the firm's response to the RFQ or other information received by the District. (8 points) |
| References | a. The quality of references from past customers of respondent. (7 points) b. Past experience with South Texas ISD. (10 points) |

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10.0 RESPONSE FORMS

- 10.1 Response Forms:** Section 12.0 contains forms that are required to be completed and submitted along with your response. The required forms are listed under section 12.0.

11.0 Responsibilities of Offerors

- 11.1 The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/offeror.
- 11.2 Firms are expected to provide prompt service that is due under a resulting contract including warranties and identified deliverables. Past performance of offerors may be a factor in awarding future contracts.
- 11.3 Firms are expected to deliver service(s)/product(s) per specifications.
- 11.4 The successful Firm(s) will be required to execute a Master Services Contract in conjunction with this process and submitted in time to be presented to the Board of Trustees for action.
- 11.5 Submit and (1) original and three (3) copies of your offer. In addition, Firms must supply one soft copy (electronic) in flash drive with each copy of the statement of qualifications.
- 11.6 Firm recognizes that it is engaged as an independent Firm and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Firm, in accordance with its status as an independent Firm, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of District, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Firm hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.
- 11.7 The Firm shall comply with any and all federal, state and local laws, and District policies affecting the services covered by a resulting contract. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights Amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA), The Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306

of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”), and mandatory standards and policies contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). District policies may be obtained at www.stisd.net under About Us.

11.8 The District declares that in the event of the award of a contract to the undersigned to this offer will comply with the Immigration Reform & Control Act of 1986.

11.9 Texas Public Information Act (TPIA). Firm acknowledges that the South Texas ISD is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, South Texas ISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, “public information” is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:

1. by South Texas ISD; or
2. for South Texas ISD and South Texas ISD
 - a. owns the information; or
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
3. by an individual officer or employee of South Texas ISD in the officer’s or employee’s official capacity and the information pertains to official business of the South Texas ISD.

Firm is expected to fully cooperate with the South Texas ISD in responding to public information requests. This includes, but is not limited to, providing the South Texas ISD with requested documentation. In the event that the request involves documentation that Firm has clearly marked as confidential and/or proprietary, South Texas ISD will provide Firm with the required notices under the TPIA. Firm acknowledges that it has the responsibility to brief the Attorney General’s Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

11.10 “The South Texas ISD, is an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in

employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as Board policy not to discriminate in such a manner. (Not all prohibited bases apply to all programs.)”

Submittal to District of reasonable evidence of discrimination will be grounds for Termination. This policy does not require the employment of unqualified persons.

Sexual harassment of employees or students of the District by Firm’s employees or agents is strictly forbidden. Any employee or agent of the Firm who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Firm, including dismissal.

12.0 Required Forms

- 1. Respondent Questionnaire regarding Contract Terms**
- 2. Deviation/Compliance Signature Form**
- 3. Confidentiality Declaration Form**
- 4. Insurance Requirements**
- 5. Certification for Criminal History Check**
- 6. Non-Collusive Bidding Certificate**
- 7. Legal Compliance**
- 8. Conflict of Interest Compliance Form**
- 9. Family Conflict of Interest Questionnaire**
- 9. Campaign Contribution Disclosure Form**
- 10. Certificate of Interested Parties Form 1295**
- 11. HB 89 Form**
- 12. W9 Form**

ALL REQUIRED FORMS MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONSE, OR THE RESPONSE WILL BE DEEMED NONRESPONSIVE.

RESPONDENT QUESTIONNAIRE REGARDING CONTRACT TERMS

Do you agree to these terms? YES _____ NO _____ If you do not, please reference objection in Deviation Form section

Choice of Law

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Not a negotiable term. Failure to agree will render your qualification statements non-responsive and it will not be considered.

Do you agree to these terms? YES _____ NO _____

Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Hidalgo County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Not a negotiable term. Failure to agree will render your qualification statements non-responsive and it will not be considered.

Do you agree to these terms? YES _____ NO _____

Infringement(s)

The successful firm will be expected to indemnify and hold harmless the District and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the firm's qualification statements or ultimate contracts awarded and approved.

Do you agree to these terms? YES _____ NO _____ If you do not, please reference objection in Deviation Form section

Acts or Omissions

The successful firm will be expected to indemnify and hold harmless the District, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the firm or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by the District and the firm.

Do you agree to these terms? YES _____ NO _____ If you do not, please reference objection in Deviation Form section

Contract Governance

Any contract made or entered into by the District is subject to and is to be governed by Section 271.151 *et seq*, Tex. Loc Gov't Code. Otherwise, the District does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Not a negotiable term. Failure to agree will render your qualification statements non-responsive and it will not be considered.

Do you agree to these terms? YES _____ NO _____ Not a negotiable term.

Payment Terms

The District pays net 30 or at point of sale and complies with the State of Texas payment law, Tex. Gov't Code, Chapter 2251. See statute for specifics or consult your legal counsel.

These are minimum terms required of the South Texas ISD by law and the parties may negotiate custom payment terms as desired provided they do not exceed the statutory requirements.

Funding Out Clause

Pursuant to Texas Local Government Code Sec. 271.903, any Qualification statements/Offer accepted by the District and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your qualification statements non-responsive and it will not be considered.

Do you agree to these terms? YES _____ NO _____ Not a negotiable term.

Visitor Registration System

Pursuant to Section 38.022 of the Texas Education Code, firms must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any firm found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

Not a negotiable term. Failure to agree will render your qualification statements non-responsive and it will not be considered.

Do you agree to these terms? YES _____ NO _____ Not a negotiable term.

Exclusivity of Award

Any awards or contracts resulting from this document and the process described herein are not an exclusive award or a guaranteed quantity or volume and the District reserves the right to purchase goods or services described herein from other sources, **unless** the specifications herein and resulting contract documents expressly provide to the contrary in which case the contract provision will control for this provision.

Not a negotiable term. Failure to agree will render your qualification statements non-responsive and it will not be considered. Do you agree to these terms? YES _____ NO _____

DEVIATION/COMPLIANCE SIGNATURE FORM

RFQ 19-010

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:

CONFIDENTIALITY DECLARATION FORM

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUEST FOR SOUTH TEXAS ISD IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal as confidential information and not subject to disclosure pursuant to Chapter 552 Tex. Gov't Code or other laws, you **must make a copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a coversheet to said materials and place this completed form and the copied materials in a separate envelope and include the confidential materials envelope with your proposal submission. *(The envelope will not be opened unless a Public Information Request is made. You must include the confidential information in the submitted proposal as well. The copy in the envelope is to show STISD which material in your proposal you deem confidential only in the event of a Public Information Request.)* You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. You may copy, complete and affix the following to the envelope containing the copies of the confidential materials. South Texas ISD will follow procedures of controlling statute(s) regarding any claim of confidentiality. Pricing of solicited products or service may be deemed as public information under Chapter 552 Tex. Gov't Code.

This envelope contains material for our proposal that I classify and deem confidential under Tex. Gov't Code § 552 and I invoke my statutory rights to said confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name and Signature of authorized company officer claiming confidential status of material

| | | | | |
|---------|------|-------|-----|-------|
| Address | City | State | Zip | Phone |
|---------|------|-------|-----|-------|

ENCLOSED ARE COPIES OF ____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR RESPONSE TO RFQ 19-010

Express Waiver: I desire to expressly waive our claim of confidentiality of any information contained within our response to the competitive procurement process by completing the following and submitting this sheet with our response South Texas ISD procurement process (e.g. RFP, CSP, Bid, RFQ, etc.).

Name of company expressly waiving confidential status of material

Printed Name and Signature of authorized company officer expressly waiving confidential status of material

| | | | | |
|---------|------|-------|-----|-------|
| Address | City | State | Zip | Phone |
|---------|------|-------|-----|-------|

THIS EXPRESS WAIVER IS FOR RESPONSE TO RFQ 19-010

INSURANCE REQUIREMENTS

- A. Prior to approval of this contract/agreement by STISD, the vendor shall furnish a completed Standard Certificate of Insurance to the Risk Manager, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. STISD shall have no duty to pay or perform under this contract or agreement until such certificate shall have been delivered to the Risk Manager, and no officer or employee shall have authority to waive this requirement.
- B. STISD reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance requirements and their limits when deemed necessary and prudent by the Risk Manager based upon changes in statutory law, court decisions, or the claims history of the industry as well as the TPA.
- C. A vendor's financial responsibility is of interest to STISD; therefore, subject to the vendor's right to maintain reasonable deductibles in such amounts as are approved by STISD, the TPA shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at the vendor's sole expense, insurance coverage written by admitted carriers authorized or approved to do business by the State of Texas and otherwise acceptable to STISD, in the following types and amounts:

| TYPE | Amount |
|---|--|
| 1. Workers' Compensation Employer's Liability | Statutory \$100,000/500,000/100,000 |
| 2. Commercial General (public) Liability Insurance to include coverage for the following: | |
| a. Premises operations | Combined Single Limit |
| b. Independent contractors | Bodily Injury and |
| c. Products/completed operations | Property Damage of |
| d. Personal injury | \$1,000,000 per occurrence |
| e. Contractual liability | or its equivalent |
| 3. Business Automobile Liability | Combined Single Limit |
| a. Owned/leased vehicle | Bodily Injury and |
| b. Non-owned vehicles | Property Damage of |
| c. Hired vehicles | \$100,000 per occurrence |
| | or its equivalent |
| 4. Errors and Omissions Insurance | \$1,000,000 per occurrence |

- D. STISD shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by STISD.
- E. The TPA agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain the following required provisions:
1. Name the STISD and its Board members, officers, employees, student teachers, volunteers, and elected representatives as additional insured's, (as the interests of each insured may appear) as to all applicable coverage;
 2. Provide for 30 days' notice to STISD for cancellation, non-renewal, or material change;
 3. Provide for an endorsement that the "other insurance" clause shall not apply to the South Texas ISD where STISD is an additional insured shown on the policy;
 4. Provide for notice to STISD at the address shown below by registered mail;
 5. Waive subrogation against STISD, its officers, elected representatives, employees, student teachers, and volunteers for injuries, including death, property damage, or any other loss to the extent the same may be covered by the proceeds of insurance;

6. Provide that all provisions of this contract concerning liability, duty, and standard of care, together with the indemnification, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

F. The entity shall notify STISD, in the event of any change in coverage and shall give such notices not less than 30 days prior to the effective date of the change, which notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to STISD at the following address:

South Texas Independent School District
Assistant Superintendent for Finance- Marla R. Knaub
100 Med High Drive
Mercedes, TX 78570

**COMMITMENT TO PROVIDE INSURANCE
AFFIDAVIT
RFQ 19-010 LEGAL SERVICES**

By submitting a proposal response and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, the South Texas ISD Purchasing Department has the right to reject this Statement of qualifications and award the contract to the next firm meeting all requirements. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Purchasing Department at (956)565-2454.

Offeror's Signature: _____ Date: _____

**Texas Education Code Chapter 22
Certification for Criminal History Check**

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

- (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I certify that

[check one]: None of the employees of Contractor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company Name

Printed Name of Company Representative

Signature

Date

For additional information on how to comply with this statute, please contact the South Texas ISD Purchasing Department, 956-565-2454, 100 Med High Drive, Mercedes, Texas 78570.

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or Statement of Qualifications, the Bidder certifies that:

1. This bid or Statement of Qualifications has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of Statement of Qualifications for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or Statement of Qualifications certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature

Printed Name

Company Name and Address

Telephone Number

Date

LEGAL COMPLIANCE

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award.

If awarded under this document, does the firm agree to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to South Texas ISD?

YES _____ NO _____

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature

Printed Name

Company Name and Address

Telephone Number

Date

Notice to Vendors
Conflict of Interest Disclosure Statements
Texas Local Government Code, Chapter 176

Vendors are required to file a Conflict of Interest Questionnaire with the District if a relationship exists between the vendor’s company and an officer of the District. Vendors are encouraged to review and become familiar with all disclosure requirements of Texas Local Government Code, Chapter 176.

Conflicts of interest exist if:

1. the person has employment or other business relationship with the local government officer or a family member resulting in the officer or family member receiving taxable income; or
2. the person has given the local government officer or family member one or more gifts (excluding food, lodging, transportation, and entertainment) that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with the District.

Disclosure is required from vendors regarding each affiliation or business relationship between the vendor and:

1. an officer of the District;
2. an officer of the District that results in the *officer or family member* receiving taxable income;
3. an officer of the District that results in the *vendor* receiving taxable income that does not come from the District;
4. a corporation or other business entity in which an officer of the District serves as an officer or director, or holds an ownership interest of 10% or more;
5. an employee or contractor of the District who makes recommendations to an officer of the District regarding the expenditure of money;
6. an officer of the District who appoints or employs an officer of the District that is the subject of the questionnaire; and
7. any person or entity that might cause a conflict of interest with the District.

Forms must be filed:

1. No later than the seventh business day after the date that the person begins contract discussions or negotiations with the government entity, *or* submits to the entity an application, response to a request for Statement of Qualifications, correspondence, or other writing related to a potential agreement with the entity.
2. The Vendor also shall file an updated questionnaire:
 - a. not later than September 1 of each year in which a covered transaction is pending, and
 - b. the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.
3. A vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Officers of the South Texas Independent School District are:

| | | |
|--|---------------------------------|---------------------------|
| Douglas Buchanan, Board President | Yolanda Cuellar, Vice President | Henry LeVrier, Secretary |
| Graciela Camargo | Abiel J. Cantu | Eduardo L. Cantu |
| Martin Castillo Jr. D.C. | Yolanda Chapa | Javier Farias |
| Richard Fleming, M.D. | Adrian Garcia | Homero Garcia |
| Margarita Garcia | Sylvia Sanchez Garza, Ph.D. | Hector Gonzales |
| Robert J. Lerma | Sylvia Lopez | Ramon Montalvo, III |
| Irma Perez-Trevino | Israel G. Quintanilla | Eduardo Roberto Rodriguez |
| Jaime Solis | Rebecca Villarreal | Rick Villarreal, D.D.S. |
| Marco Antonio Lara, Jr. Ed.D. Superintendent | | |

If you are required to file, send the completed form to South Texas Independent School District, Purchasing Department, 100 Med High Drive, Mercedes, Texas 78570.

CONFLICT OF INTEREST QUESTIONNAIRE

**FORM
CIQ**

For vendor or other person seeking to do business with local governmental entity

Name of Person Completing Form:

(Required Field)

Name of Company Completing Form:

(Required Field)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received: ___ / ___ / ___

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

2 Check this box if you are filling 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship:

(List Name of Officer in space provided above)

If naming government officer above, completion of A, B, C & D below is required. If no conflict, check box at line 4 below.

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has affiliation or business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4 Check here if you are NOT reporting a conflict with any government officer of South Texas ISD

5

Signature (Required)

Date

**NOTIFICATION OF NO CONFLICT OF
INTEREST RFQ # 19-010**

**LEGAL SERVICES
SOUTH TEXAS ISD**

100 Med High Drive, Mercedes,
Texas 78570

If applicable, please sign and return this form to the attention of:

Marissa Vaiz, Purchasing Agent
(at the above address)

South Texas ISD requires this notification to document the Offeror's acknowledgement of requirements of Texas Government Code, Section 176.00 of the Texas Local Government Code for disclosure of Conflicts of Interest. Submission of this form is an affidavit that the Offeror submitting this form is stating that no conflict exists, as detailed in Texas Local Government Code Section 176.006 (a).

This form is in addition to any other reporting requirement required under Texas state law and does not supplant any additional reporting requirements.

| | | |
|-----------------------------------|-----------|-----------|
| _____ | (_____) | (_____) |
| Company (Print or Type) | Phone | Fax |
| _____ | _____ | |
| Signature | Date | |
| _____ | | |
| Printed Name & Title of Signature | | |

THIS PAGE MUST BE RETURNED WITH THE RFP (If applicable)

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
FAMILY CONFLICT OF INTEREST QUESTIONNAIRE RFQ # 19-010
LEGAL SERVICES

This Questionnaire must be completed by every individual or entity that contracts or seeks to contract with the District for the sale or purchase of property, goods, or services.

The questionnaire(s) required by this policy shall be filed with the Purchasing Agent not later than the seventh (7TH) business day after the date that the individual or entity begins contracts discussions or negotiations with the District or submits to the District an application, response to a request for qualifications, correspondence, or other writing related to a potential agreement with the District. If the individual or entity becomes aware of new facts or change of facts that would make the completed questionnaire(s) inaccurate, the individual or entity shall file an amended questionnaire(s) within seven (7) days of the date the individual or entity first learned of the new facts or changes in facts.

Family or family relationship means a member of an individual's immediate family, including spouse, parents, children (whether natural or adopted), aunts, uncles, and siblings.

For individuals who contract or seek to contract with the District for the sale or purchase of any property, goods, or services: Identify each and every family relationship between yourself (and any member of your family) and any full-time District Employee (and any member of such employee's family) (please include name and sufficient information that will allow proper identification of any named individual):

For entities that contract or seek to contract with the District for the sale or purchase of property, goods, or services: Identify each and every full-time District employee (and any member of the employee's family) who serves as an officer or director of the entity, or holds an ownership interest of 10 per cent or more in the entity (please include name and sufficient information that will allow proper identification of any named individual):

If more space is required please attach a second page. If the answer to any question is none, or not applicable, please write "None" or "Not Applicable" in the space reserved for that answer.

"I certify that the answers contained in this questionnaire are true and correct."

Individual: _____

Date: _____

Entity: _____

By: _____

Date: _____

Signature: _____

Title: _____

Certified this ___ day of _____, 20____, by _____

Notary Public

Notary Seal

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFQ 19-010 LEGAL SERVICES**

Please sign and include this form in your response:

A prospective contractor seeking to enter into a contract to provide services for the South Texas Independent School District ("the District") must file this form with the District's Purchasing Department. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to any current Board of Trustee member of the District during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor, to the current Board of Trustee member of the District exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the District may cancel a solicitation or proposed award for a proposed contract, or a contract that is executed may be terminated if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or any other thing of value to any Board of Trustee member of the District during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed CAMPAIGN CONTRIBUTION DISCLOSURE FORM.

THIS FORM MUST BE INCLUDED IN THE RESPONSE FOR THIS REQUEST FOR QUALIFICATIONS FOR FINANCIAL ADVISOR SERVICES AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for Statement of Qualifications and ending with the award of the contract or the cancellation of the request for qualifications.

"Prospective contractor" means a person or business that is subject to the proposal process set forth in the Purchasing Code or a person or business that is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor, or an employee or agent of the prospective contractor acting on behalf of the prospective contractor.

Applicable current Board of Trustees of the South Texas Independent School District:

| | | |
|-----------------------------------|---------------------------------|---------------------------|
| Douglas Buchanan, Board President | Yolanda Cuellar, Vice President | Henry LeVrier, Secretary |
| Graciela Camargo | Abiel J. Cantu | Eduardo L. Cantu |
| Martin Castillo Jr. D.C. | Yolanda Chapa | Javier Farias |
| Richard Fleming, M.D. | Adrian Garcia | Homero Garcia |
| Margarita Garcia | Sylvia Sanchez Garza, Ph.D. | Hector Gonzales |
| Robert J. Lerma | Sylvia Lopez | Ramon Montalvo,III |
| Irma Perez-Trevino | Israel G. Quintanilla | Eduardo Roberto Rodriguez |
| Jaime Solis | Rebecca Villarreal | Rick Villarreal, D.D.S. |

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution(s) made by: _____

Relation to Prospective Contractor: _____

Date(s) Contribution(s) Made: _____

Amount(s) of Contribution(s): _____

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if
necessary)

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to any applicable Board of Trustees member of the District by me, a family member or representative of this prospective contractor.

Signature

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
- The completed Form 1295 with the certification of filing must be filed with South Texas ISD by including a copy of the completed 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
5. Include a copy of the completed, signed Form 1295 with the proposal response

Definitions:

- **Contract** means a contract between South Texas ISD and/or its cooperative members and a business entity at the time it is voted on by the South Texas ISD Board of Directors or at the time it binds South Texas ISD, whichever is earlier, and includes an amended, extended, or renewed contract.
- **Business Entity** includes an entity through which business is conducted with South Texas ISD and/or its cooperative members, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or State agency.
- **Controlling Interest** means:
 - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten percent (10%);
 - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
 - 3) service as an officer of a business entity that has four (4) or fewer officers, or service as one of the four (4) officers most highly compensated by a business entity that has more than four (4) officers. This section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- **Interested Party:** a person who:
 - 1) has controlling interest in a business entity with whom South Texas ISD and/or its cooperative members contracts; or
 - 2) actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiation the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 - 1) receives compensation from the business entity for the person’s participation;
 - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - 3) is not an employee of the business entity.
- **Signed** includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- **Value** of a contract is based on the amount of consideration received or to be received by the business entity from the South Texas ISD and/or its cooperative members under the contract.

Resources:

Form 1295 Frequently Asked Questions:

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

Instructional Video – First Time Business User:

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

Instructional Video – How to Create a Certificate:

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

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

See Specific Instructions on page 3.

Print or type.

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. Also see *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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.