



Always Innovating

**South  
Texas ISD**

**RIO GRANDE VALLEY | GRADES 6-12**

100 MED HIGH DR., MERCEDES, TX 78570

P: 956.565.2454

**STISD.NET**

## REQUEST FOR PROPOSALS

**ITEM: SECURITY GUARD SERVICES**

**BID NUMBER: RFP 23-015**

**EFFECTIVE DATES: 2022-2023 SCHOOL YEAR**

South Texas Independent School District is requesting Proposals from vendors to provide Security Guard Services for the South Texas Independent School District (STISD), for an initial one-year term, and upon mutual agreement, the contract may be renewed for one-year terms, thereafter.

Sealed bids will be received no later than **2:00 PM, Thursday, July 21, 2021.** Bids must be plainly marked on the outside of envelope **SEALED PROPOSALS: RFP 23-015, SECURITY GUARD SERVICES.** Business Office, STISD, 100 Med High Drive, Mercedes, Texas, 78570 or delivered to the STISD Business Office, at the same address. Bids must be made on the enclosed bid document. Faxed, emailed or phone bids will not be accepted.

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

All contracts will be made through STISD purchase orders. Proposals received without proper signature will not be accepted.

Your proposal **MUST** be signed by an individual authorized to contractually bind the firm or individual submitting the proposal. Failure to sign the proposal will cause it to be rejected as NON-RESPONSIVE. Person signing the Proposal should show title or authority to bind his/her firm in a contract.

### **RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE PROPOSAL**

Your proposal will be appreciated.

Sincerely,

Marla R. Knaub  
Assistant Superintendent for Finance & Operations

MARCO ANTONIO LARA, JR., ED.D.  
Superintendent

MARLA R. KNAUB  
Assistant Superintendent for Finance & Operations

EFRAIN GARZA  
Deputy Superintendent

LISSA FRAUSTO, MBA, SPHR  
Assistant Superintendent for Human Resources

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**ACKNOWLEDGEMENT OF RECEIPT**

**THIS FORM MUST BE COMPLETED  
UPON RECEIVING THE REQUEST FOR PROPOSAL**

**ACKNOWLEDGEMENT OF RECEIPT**

Please fill in the requested information below as acknowledgement that you have received the Request for Proposal noted above. If your firm is interested in participating, it is highly recommended that this sheet be completed and e-mailed to:

**reynaldo.cantu@stisd.net**  
**SOUTH TEXAS ISD**  
**PURCHASING DEPARTMENT**  
**100 MED HIGH DRIVE, MERCEDES, TX 78570**  
Phone (956) 565-2454

By doing this, we will be able to provide notification of any addenda to the RFP.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: (Print) \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Yes, our company does have an interest in responding.

\_\_\_\_\_ No, our company does not have an interest in responding.

## SECTION 2

### INTRODUCTION

#### 2.1 Background on South Texas ISD

South Texas Independent School District (STISD) 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.

The district is comprised of six magnet schools:

- South Texas ISD Preparatory Academy in Edinburg;
- South Texas ISD Rising Scholars Academy in San Benito;
- South Texas ISD Medical Professions in Olmito;
- South Texas ISD Health Professions in Mercedes;
- South Texas ISD Science Academy in Mercedes; and
- South Texas ISD World Scholars in Edinburg

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

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

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

#### 2.2 Purpose of RFP

Notice is hereby given that the South Texas Independent School District ("South Texas ISD", "STISD" or "District") is soliciting proposals from qualified companies ("Vendor", "Proposer", "Provider", or "Contractor") for providing **Security Guard Services**, in accordance with the terms, conditions, and specifications stipulated in this **Request for Proposals 23-015** (the "Solicitation" or "RFP") for all its campuses and locations. The selected firm will be required to enforce South Texas ISD rules and regulations concerning order, safety, and lawful conduct on campus.

#### 2.3 TERM OF CONTRACT

This Agreement is for an initial one-year contract, between South Texas Independent School District, and the awarded Proposer, and upon mutual agreement, the contract will automatically renew for one-year terms at the end of each term, thereafter; unless the Agreement is terminated by mutual agreement of The District and Vendor.

## SECTION 3 INSTRUCTIONS TO BIDDERS

### 1. Bid Submission

Hard copy bid responses will be accepted at the address listed below until the time and date specified herein, and immediately after will be publicly opened and read aloud. One (1) original response and (1) copy response and (1) copy on a USD drive shall be submitted for a total of three (3) bid responses.

All bids shall be **plainly marked with the Request for Proposal number**, due date, and the bidder's name and address.

South Texas Independent School District  
Marla R. Knaub  
100 Med High Drive  
Mercedes, Texas 78570

**NOTE: THE STISD PURCHASING DEPARTMENT WILL NOT ACCEPT RESPONSIBILITY FOR BIDS THAT ARE INCORRECTLY ADDRESSED OR ARE HAND DELIVERED TO THE WRONG LOCATION.**

Late bids will not be accepted and will be returned unopened to the bidder as nonresponsive.

All bids submitted in response to this invitation shall become the property of South Texas Independent School District and will be a matter of public record available for review after the evaluation and board action.

### 2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder. The bid shall be signed and shall include the complete address of the bidder.

South Texas Independent School District is exempt from Federal and State Sales Taxes and such taxes shall not be included in bid prices.

### 3. Changes and Addenda to Bid Documents

**Each change or addendum issued in relation to this document will be posted or emailed to the vendor and will be on file in the Office of the Purchasing Agent.** Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening.

**VENDORS WILL BE NOTIFIED OF ADDITIONAL INFORMATION/ADDENDA POSTINGS.** All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the South Texas Independent School District Purchasing Agent.

***Bid tabulations and administrative recommendations are based on the information requested in the bid form. Vendors who do not use the bid form to provide all essential bid pricing information may be subject to disqualification.***

### 4. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind

the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

**5. Rejection or Withdrawal**

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. South Texas Independent School District reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

**6. Award**

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to South Texas Independent School District— price and other factors considered. Unless otherwise specified in this document, South Texas Independent School District reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of South Texas Independent School District. Any bidder who is in default to South Texas Independent School District at the time of submittal of the bid shall have that bid rejected.

South Texas Independent School District reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by South Texas Independent School District, shall be deemed non-responsive and the offer rejected.

In evaluating bids, South Texas Independent School District shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, South Texas Independent School District may conduct such investigation, as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

South Texas Independent School District reserves the right to award this contract on the basis of **best value** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards, and/or to reject any or all bids, as well as, build a pool of qualified bidders to call upon on an as-needed basis.

A response to this document is an offer to contract with South Texas Independent School District based upon the terms, conditions, and specifications contained in the document. Bids do not become contracts unless and until they are executed by South Texas Independent School District, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the document, unless any of the terms and conditions is modified by a project Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**7. Waiver of Subrogation**

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against South Texas Independent School District as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

**8. Fiscal Funding**

**South Texas Independent School District is operated and funded on a September 1 to August 31 fiscal year; accordingly, the South Texas Independent School District reserves the right to terminate, without liability to the District, any contract for which funding is not available**

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

**9. Bid Results**

Bid results are not provided in response to telephone inquiries. A final tabulation will be available following bid award and will be available for review in the Purchasing Department.

**This bid is subject to all legal requirements provided for in the Texas Education Code 21.901 and/or applicable state and federal statutes. Any bid after being opened becomes subject to the Open Records Act, Article 6252-17A VTCS.**

**10. Specifications**

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with South Texas Independent School District's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of South Texas Independent School District, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. South Texas Independent School District reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

**11. Delivery**

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included. The school district shall reserve the right to refuse and request pickup and replacement of any and all materials found to be inferior to the specifications as required in this bid. VENDORS WHO CONSISTENTLY DELIVER INFERIOR GOODS AND/OR REFUSE TO PICK UP AND REPLACE INFERIOR GOODS WILL BE REMOVED FROM THE BIDDERS LIST AND NOT ALLOWED TO PARTICIPATE IN FUTURE BIDS.

**12. Currency**

Prices calculated by the bidder shall be stated in U.S. dollars.

**13. Non Performance**

Continuing non-performance of the bidder in terms of specifications shall be a basis for termination of the contract bid. Cancellation by STISD may be made upon thirty (30) days written notice to the successful vendor. The district shall not pay for services, equipment or supplies which are unsatisfactory. Vendors will be given reasonable opportunity (30 calendar days) before termination, to correct deficiencies. This however, shall in no way be construed as negating the basis for termination for non- performance.

**14. Non-Participating Bidders**

Non participating bidders may be eliminated from the bid list unless written notice is received by the district that such bidders wish to remain on the bid list for future bid mailings.

**15. References**

All vendors shall submit a list of at least four (4) references for which vendor has provided like products or services. References will include contact information as requested herein. Bids submitted without four references may be disqualified from consideration.

- 16. Texas Education Code**, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony.” Bidders will be required to submit a "Felony Conviction Notice" with their bids. (A copy is included with this bid.)

**17. Pricing**

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

**18. Notice to Proceed/Purchase Order**

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent with an approved purchase order.

**19. Definitions**

“District” – South Texas Independent School District  
Mercedes, Texas.

“Contractor” – The bidder whose bid is accepted by South Texas Independent School District.



## **SECTION 4**

### **GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT**

By execution of this document, the vendor accepts all general and special conditions of the contract as outlined below and in the specifications.

#### **1. Bid Submission**

##### **1.1 Bidding**

All bids must be submitted on the bid form furnished in this package.

##### **1.2 Authorized Signatures**

The bid must be executed personally by the vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

##### **1.3 Late Bids**

Bids must be in the office of the South Texas Independent School District Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

##### **1.4 Withdrawal of Bids Prior to Bid Opening**

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. South Texas Independent School District reserves the right to withdraw a request for bids before the opening date.

##### **1.5 Withdrawal of Bids After Bid Opening**

Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

##### **1.6 Bid Amounts**

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of South Texas Independent School District.

##### **1.7 Exceptions and/or Substitutions**

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, South Texas Independent School District rejects exception(s) and /or substitutions as non-

responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of South Texas Independent School District.

#### **1.8 Alternates**

The Invitation for Bid and/or specifications may expressly allow bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

#### **1.9 Descriptions**

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

#### **1.10 Bid Alterations**

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

#### **1.11 Tax Exempt Status**

South Texas Independent School District is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

#### **1.12 Quantities**

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

#### **1.13 Bid Award**

Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. South Texas Independent School District reserves the right to be the sole judge as to whether items bid will serve the purpose intended. South Texas Independent School District reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the South Texas Independent School District. South Texas Independent School reserves the right to award based upon individual line items, sections or total bid.

#### **1.14 Silence of Specifications for Complete Units**

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

#### **1.15 General Bid Bond/Surety Requirements**

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

#### **1.16 Responsiveness**

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

#### **1.17 Responsible Standing of Bidder**

To be considered for award, bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

#### **1.18 Proprietary Data**

Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. South Texas Independent School District will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

#### **1.19 Public Bid Opening**

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the South Texas Independent School District. Following the bid evaluation, all bids submitted are available for public review.

## **2. Performance**

### **2.1 Design, Strength, and Quality**

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

### **2.2 Age and Manufacture**

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

### **2.3 Delivery Location**

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

### **2.4 Delivery Schedule**

Delivery time may be an important consideration in the evaluation of best value. The

maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

## **2.5 Delivery Charges**

All delivery and freight charges, F.O.B. destination shown on South Texas Independent School District purchase order, as necessary to perform contract are to be included in the bid price.

## **2.6 Installation Charges**

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

## **2.7 Operating Instructions and Training**

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of South Texas Independent School District. Instructions and training shall be at no additional cost to the South Texas Independent School District.

## **2.8 Storage**

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

## **2.9 Compliance with Federal, State, South Texas Independent School District, and Local Laws**

Bids must comply with all federal, state, South Texas Independent School District and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of South Texas Independent School District or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

## **2.10 OSHA**

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will confirm and comply with federal and State of Texas OSHA standards. The successful bidder will agree to indemnify and hold harmless South Texas Independent School District for any and all damages that may be assessed against the South Texas Independent School District.

## **2.11 Patents and Copyrights**

The successful vendor agrees to protect the South Texas Independent School District from claims involving infringements of patents and/or copyrights.

## **2.12 Samples, Demonstrations and Testing**

At South Texas Independent School District's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award.

Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the bidder/vendor.

### **2.13 Acceptability**

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by South Texas Independent School District. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the South Texas Independent School District. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

### **2.14 Maintenance**

Maintenance required for equipment bid should be available in South Texas Independent School District by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If South Texas Independent School District opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

### **2.15 Liquidated Damages**

For contracts involving construction, Owner and Contractor recognize that time is of the essence and the Owner will suffer financial loss if the work is not complete within the time specified, plus any extensions thereof allowed. If the Contractor fails to perform the Work within the specified time set forth in the proposal, the Owner and Contractor agree that as liquidated damages for delay in performance the Contractor shall pay the Owner in the amount stipulated below for each calendar day that expires after the proposed timeline after signing the Notice of Award where the Work is not complete and ready for Final Payment, the Owner shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor. The Owner has the option to enforce liquidated damages or to waive such damages. In order to recover liquidated damages, the Owner is under no obligation to prove the actual damages sustained by the Owner due to the Contractor's delay in performance. The parties agree that liquidated damages shall be computed according to the following schedule of two hundred and fifty dollars (\$250) unless otherwise noted in the proposal, for each calendar day that completion of the work shall be delayed, inclusive of any applicable changes thereto.

### **2.16 Material Safety Data Sheets**

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

### **2.17 Evaluation**

Evaluation shall be used as a determinant as to which services are the most efficient and/or

most economical for the South Texas Independent School District. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the South Texas Independent School District Purchasing Department and recommendation to South Texas Independent School District Board of Directors. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is **not** the only criteria for making a recommendation. The South Texas Independent School District Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify, or require information with regard to this bid.

- (1) The purchase price;
- (2) the reputation of the vendor and of the vendor's goods or services;
- (3) the quality of the vendor's goods or services;
- (4) the extent to which the goods or services meet the district's needs;
- (5) the vendor's past relationship with the district;
- (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
- (7) the total long-term cost to the district to acquire the vendor's goods or services; and
- (8) any other relevant factor specifically listed in the request for bids or proposals.

## **2.18 Scoring**

The following criteria will be the base of the tabulation for this proposal

Price	30%
Qualifications & Experience	25%
Ability to Meet District Needs	20%
Past Relationship with the District	10%
Vendor Reputation	10%
HUB Status	5%

## **3. Purchase Orders and Payment**

### **3.1 Purchase Orders**

A purchase order(s) shall be generated by the South Texas Independent School District Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices, packing slips, and related communication. The South Texas Independent School District will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

### **3.2 Invoices**

a) All invoices shall reference the most recent Purchase Order number for the duration of the services were rendered. Invoices shall reference the bid item number or a detailed description for each item invoiced. Each invoice shall contain detailed itemization of each charge for products or services. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the South Texas Independent School District in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and

the purchasing department.

**Mail to:  
South Texas Independent School District ATTN: Accounts Payable  
100 Med High Drive  
Mercedes, Texas 78570**

- b) Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in remittance addresses.
- c) Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.
- d) Vendors that repeatedly fail to supply complete, accurate, and timely billing to the Accounts Payable office may be omitted from our vendor list.

### **3.3 Prompt Payment**

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the South Texas Independent School District of the merchandise ordered and of a valid invoice. Successful bidder(s) is required to pay subcontractors within ten (10) days after the successful bidder receives payment from the South Texas Independent School District.

**South Texas Independent School District will pay for the requested goods and/or services as promptly as possible, but in any event, no later than thirty (30) days after 1) receipt of goods; or 2) the day the service is complete; or 3) the day the district receives the invoice for the goods and/or services, whichever is later.**

### **3.4 Force Majeure**

If either District or Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

## **4. Contract**

### **4.1 Contract Definition**

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by South Texas Independent School District, shall constitute a contract equally binding between the successful bidder and South Texas Independent School District.

### **4.2 Contract Agreement**

Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract.

**Contract shall commence on date of award, for an initial one-year term, and upon mutual agreement, the contract may be renewed for one-year terms, thereafter, unless otherwise specified.**

### **4.3 Change Order**

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of South Texas Independent School District. No change order will be binding unless signed by an authorized representative of the South Texas Independent School District and the vendor.

### **4.4 Price Re-determination**

A price re-determination may be considered by South Texas Independent School District only at the twelve month anniversary dates of the contract. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. South Texas Independent School District reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the South Texas Independent School District.

### **4.5 Termination**

South Texas Independent School District reserves the right to terminate the contract for default if the bidder breached any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which South Texas Independent School District may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to South Texas Independent School District's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. South Texas Independent School District reserves the right to award canceled contract to the next lowest bidder. Bidder, in submitting this bid, agrees that South Texas Independent School District shall not be liable to prosecution for damages in the event that the South Texas Independent School District declares the bidder in default.

### **4.6 Conflict of Interest**

Employees of the South Texas Independent School District are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the South Texas Independent School District without disclosure.

When conflict of interest is discovered, it shall be grounds for termination of contract.

### **4.7 Injuries or Damages Resulting from Negligence**

Successful vendor shall defend, indemnify and save harmless South Texas Independent School District and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act



or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against South Texas Independent School District growing out of such injury or damages.

#### **4.8 Interest by Public Officials**

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

#### **4.9 Warranty**

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

#### **4.10 INSURANCE:**

**EACH BID MUST BE ACCOMPANIED BY CERTIFICATES OF COVERAGE FROM WELL REGARDED INSURANCE COMPANIES REFLECTING THE FOLLOWING COVERAGE:**

(Certificates must be issued in the name of the company submitting the bid.)

a. Worker's Compensation and Employers Liability

Covering all work contemplated in the contract by the bid. Amount of statutory requirement.

b. General Liability

Written on a Comprehensive General Liability or Commercial General Liability form to include completed operations/products and addition of the Broad Form Comprehensive General Liability Endorsement and removal of any X (explosion), C (collapse) and U (underground) exclusions. Minimum General Aggregate Limit of \$300,000 with South Texas Independent School District named as an additional insured.

c. Automobile Liability

Issued on a Comprehensive Automobile Liability form covering all owned and non-owned vehicles. Minimum Combined Single Limit of \$300,000 or \$100,000/\$300,000/\$100,000.

d. Builders Risk

Equal to contract amount with STISD named as additional insured.

**ALL CERTIFICATES SUBMITTED WITH BIDS WILL BE REVIEWED BY THE DISTRICT'S INSURANCE COMMITTEE. ANY DEVIATIONS OR DEFICIENCIES FOUND MAY BE CAUSE FOR THE REJECTION OF THE BID. ALL COVERAGE REQUIRED AT THE TIME OF THE AWARD OF CONTRACT MUST REMAIN IN FORCE DURING THE ENTIRE CONTRACT PERIOD. RENEWAL CERTIFICATES MUST BE RECEIVED PRIOR TO THE EXPIRATION DATE LISTED ON THE ORIGINAL CERTIFICATE. These certificates must contain a provision that the Owner shall be notified thirty (30) days before the cancellation of the insurance. FAILURE TO SUBMIT INSURANCE CERTIFICATES WITH BID WILL BE CAUSE FOR THE REJECTION OF THE BID.**

#### **4.11 Uniform Commercial Code**

The successful vendor and South Texas Independent School District agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

#### **4.12 Venue**

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the South Texas Independent School District of Mercedes, Texas.

#### **4.13 Sale, Assignment, or Transfer of Contract**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of South Texas Independent School District Board of Directors.

#### **4.14 Silence of Specifications**

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

#### **4.15 Texas Education Code**

Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. This notice must include a general description of the conduct resulting in the conviction of a felony." Bidders will be required to submit a "Felony Conviction Notice" with their bids. (A copy is included with this bid.)

#### **4.16 Utilization of Minority Business Enterprises**

It is the policy of the South Texas Independent School District that minority business enterprises and concerns shall have opportunity to participate in the performance of STISD contracts. Supplier agrees to use his best efforts to carry out this policy in the award of his sub-contracts to the fullest extent consistent with his efficient performance of contract with STISD. As used herein, the term "minority business enterprise" means (a) business at least fifty-one (51%) percent of which is owned by minority members, or in the case of a corporation, at least fifty-one (51%) percent of issued stock of any class is owned by minority shareholders and (b) the daily management functions of the entity are the responsibility of one or more minority members. A "minority member" is defined to mean a person who is Black, Hispanic, Asian American, American Indian, Alaskan Native, a woman or handicapped.

#### **4.17 Gratuities**

The Buyer may, by written notice to the Seller, cancel this contract without liability to seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with the view toward securing a contract or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

#### **4.18 Forms**

Bidders must complete all forms contained within this bid document at the time of their bid submission.

## SECTION 5 SOLICITATION NOTICE

Notice is hereby given that the South Texas Independent School District ("South Texas ISD", "STISD" or "District") is soliciting request for proposals from qualified providers ("Vendor", "Proposer", "Provider", or "Contractor") for providing **Security Guard Services**, in accordance with the terms, conditions, and specifications stipulated in this **Request for Proposals 23-015** (the "Solicitation" or "RFP").

Vendor responses ("Proposals") are to be submitted to the Purchasing Department via mail to 100 Med High Drive, Mercedes, TX. (1) One original hardcopy, (1) hardcopy, and (1) copy on a USB drive.

All solicitation documents and any applicable addenda will be made available through the district website. Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through an Addendum, which will be posted and distributed to all participating proposers through the District's website. It shall be the sole responsibility of each Proposer to ensure review of all Addenda issued in connection to this Solicitation prior to submitting a proposal.

- a. **POINT OF CONTACT:** The District's point of contact for questions regarding this solicitation is listed below. Unless otherwise indicated, any communication regarding this solicitation, including requests for clarification, must be directed via **e-mail only** to:

Marla R. Knaub  
Asst. Superintendent for Finance & Operations  
South Texas ISD  
100 Med High Drive  
Mercedes, TX 78570  
[marla.knaub@stisd.net](mailto:marla.knaub@stisd.net)  
956-565-2454

Reynaldo Cantu  
Purchasing Agent  
South Texas ISD  
100 Med High Drive  
Mercedes, TX 78570  
[reynaldo.cantu@stisd.net](mailto:reynaldo.cantu@stisd.net)  
956-514-4228

- b. **DEADLINE FOR SUBMISSION OF PROPOSALS ("BID OPENING"):**  
Proposals shall be submitted **prior to 2:00 p.m. (CST) on Thursday, July 21, 2022.**

## **SECTION 6**

### **SCOPE OF SERVICES AND SPECIFICATIONS**

This procurement is for security services for the various South Texas ISD campuses in accordance with the requirements in this RFP. The successful respondent will provide all financial resources, management, equipment, supervision, transportation and other necessary resources.

The successful respondent must perform all work as an independent contractor. Although South Texas ISD reserves the right to determine the schedule for the work to be performed and to evaluate the quality of the completed performance, South Texas ISD cannot and will not control the means or manner of work performance. The successful respondent is responsible for the appropriate means and manner of performing the work and for providing all necessary equipment.

The term "Contractor" in this section will refer to the successful respondent to this RFP.

#### **6.1 Minimum Requirements**

1. Texas License Class B or Class C in good standing (A copy must be provided.)
2. Insurance/Bond Coverage for \$2 million
3. Certified in Level II as mandated by the State of Texas and provide a copy of license
4. Cleared Criminal Background Checks for each officer and provide a copy of the colored PSB non-commissioned license
5. Drug Free Test Results for each officer
  - The District requires the approved company to test as per the following:
    - A. Prior to employment as a pre-requisite
    - B. At random during the contract year
    - C. Immediately upon the District's suspicion
    - D. Must carry non-commissioned license card while on duty
6. Negative T.B. Test (test must have been administered within the preceding 4 months or 120 days)
7. All security guards must have their own form of transportation.
8. The selected vendor must designate a field supervisor solely to handle STISD campuses for the daily inspections and must be available by phone at all times

#### **6.2 General Requirements**

- A. The Contractor must be duly licensed by the Texas Board of Private Investigators and Private Security Agencies. License must be maintained for the duration of the contract. (A copy must be provided)
- B. The Contractor must have the administrative and fiscal capability to provide and manage the services requested.
- C. The Contractor must furnish all equipment required to outfit the security officer staff.

- D. The Contractor must provide uniforms for all security guards and provide a company I.D. to be worn by security guards while on duty in plain view.
- E. The Contractor should have a minimum of three (3) continuous years of experience providing services for governmental agencies or private companies.
- F. The Contractor must work closely with Campus Principals to ensure that security services are provided as required.
- G. The Contractor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction over the contract.
- H. The Contractor must make and keep accurate and complete written reports and supporting documents of all unusual and/or important incidents as soon as possible after they occur.
- I. The Contractor and his staff must be adequately insured and bonded.

### **6.3 Services**

- A. Primary Security Requirements: Foot patrols of campuses. Duties to include security of assets and safety of students and staff.
- B. Additional Services:
  - Special Events: From time to time, South Texas ISD hosts special events, which require additional security.

### **6.4 Contractor Personnel**

- A. The Contractor must employ qualified personnel with adequate training and experience and in adequate numbers.
- B. All Contractor staff must, at a minimum, be high school graduates (or equivalent) and be able to read and write English satisfactorily and must have at least 1 year of security experience or military law enforcement experience with honorable discharge.
- C. Contractor staff must conduct themselves in such a manner as to promote and maintain good public relations at all times.
- D. The Contractor must ensure that all its employees adhere to all campus regulations and policies, including policies regarding personal behavior, parking regulations, smoking and drug-free workplace.

- E. All Contractor staff acting in the capacity of security officers must be properly clothed in approved uniforms. Shoes are to be properly shined. Tennis shoes are not acceptable as footwear unless otherwise authorized.
- F. All Contractor staff must, except for due politeness and courtesy, abstain from engaging in any personal familiarities with South Texas ISD students and staff while on official duty.
- G. Contractor staff members are not police officers and have no more power of arrest than any other citizen. Each Security officer must be aware of the limitations of his/her powers in order to avoid false arrest or illegal search.
- H. All Contractor staff working as security officers must undergo, and pass, (or have already passed a background investigations acceptable to South Texas ISD) a thorough background investigation before they are permitted to work under this contract.
- I. Contractor must remove from further service on South Texas ISD premises any staff member that South Texas ISD finds objectionable.
- J. The Contractor will be responsible for the direct supervision of all security guards. Such supervision must be adequate to insure that each guard conforms to the work requirements as contained herein and to insure that they are alert and on duty during their assignments.
- K. Personnel employed to perform security duties must have the minimum training by local law enforcement patrol officers. Proof of training and/or certification of personnel as a TCLOSE Certified Peace Officer, Private Investigator, or Security Certification by the State is required.
- L. All security guards must act in a professional manner at all times.
- M. All security officers must carry a company photo ID tag in plain view.
- N. Security guards must be on time every day

## **6.5 Detailed Services**

The Contractor must provide security guards to perform the following services

- A. Security Guards must at all times protect all persons from injury and harm.
- B. Security Guards should be highly visible and should do as much as possible to prevent a crime. If a Security Guard is unable to prevent a crime, it is his/her responsibility to observe and report.
- C. Security Guards must guard, protect, and save all South Texas ISD property from theft, injury, arson, hazardous conditions, sabotage, vandalism, malicious mischief, defacement and other similar acts.

- D. Security Guards should assist with performing first aid when needed.
- E. Security Guards should courteously direct and assist the public, as may be requested, with public information and guidance.
- F. Security Guards will investigate, pursue, and diligently endeavor to establish definite identification of persons on South Texas ISD premises who commit personal injury, theft, arson, sabotage, vandalism, malicious mischief, defacement, or any other illegal act.
- G. Security Guards must report to South Texas ISD any disclosure of information concerning an incident, act or threat which is made known to a Contractor staff member.
- H. Contractor Staff should thoroughly investigate criminal acts coming to its attention and immediately report them to the proper authority.
- I. While on patrol, Security Guards will be alert to any disturbances, vehicle burglaries, and vandalism to South Texas ISD and students' property. Security officers will be alert for any unusual activity. The security officers will be alert for any indication of smoke or fire in any buildings on the campus grounds. The security officers will be alert for any medical emergencies so that the appropriate personnel can be notified.
- J. Security Guards will be alert for any unusual noises coming from machinery in buildings or around buildings. The security officers will notify the Custodian Supervisor of water leaks in buildings or grounds, broken equipment, which present a safety hazard to staff and students and of any equipment, or material that, may be a fire or safety hazard.
- K. Security Guards must file reports on any incidents that would be helpful to police investigations
- L. Security Guards' main role is to provide a safe environment for our students and staff (be visible at all times). The Security officers must enforce and obey all District Policies and Procedures (student code of conduct). Contracted security officers must assist the District personnel in all daily campus matters as needed.

## **SECTION 7**

### **EVALUATION CRITERIA FOR AWARD**

The review and evaluation of Vendor responses will determine the Provider(s) most capable of delivering the **"best overall value"** to the District, consistent with the requirements herein and as evidenced by the respondent's experience in providing the type and scope of services required within this Solicitation.

The evaluation will take into account the overall response to the RFP, including the financial proposal and the responsiveness to the requirements defined in the RFP. South Texas I.S.D.

will evaluate and make the award on the proposal that is determined to be the best value to South Texas ISD based on the criteria listed below.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, South Texas ISD alone will determine whether the proposal is a candidate for further consideration.

Proposal responses from prospective vendors that do not demonstrate adequate financial stability may be rejected at the evaluation stage.

Depending on the number and quality of vendor responses received, the District anticipates a 2-Phased evaluation process to identify either a sole vendor or multiple vendors to be considered for contract award, as described herein:

- a. **Phase 1A Evaluation**: Phase 1A entails the evaluation of written proposals submitted by Providers meeting the requirements referenced in this Solicitation. In phase 1A, each vendor's response will be reviewed for completeness and adherence to the submission requirements and will be ranked based on the evaluation criteria referenced in the table below. The District will be the sole judge of the quality of proposals and reserves the right, at its own discretion, to disqualify any vendor that submits a proposal that is incomplete, does not properly adhere to the solicitation requirements, and/or clearly does not meet the needs of the District. A Vendor's response that is disqualified will not be scored nor ranked.

#### **Phase 1A Evaluation Criteria and Weights**

<b>Criteria</b>	<b>Description and Scoring Points System</b>	<b>Maximum Points Attainable</b>
1. Purchase Price	<ul style="list-style-type: none"><li>• Each Vendor's overall pricing proposal will be scored based on pricing structure and anticipated costs over the term of the contract and may include but is not limited to:</li><li>• Labor rates proposed (i.e. Daily / Hourly rates) are competitive and in-line with industry standards</li><li>• Any additional fees that may be incurred by the District, as applicable.</li><li>• Overall value of vendor's rates in consideration of any value added services that may be included in Vendor's proposal</li></ul>	30



<p>2. Vendor's Qualifications and Experience</p>	<p>May include but is not limited to:</p> <ul style="list-style-type: none"> <li>• Qualifications and experience of proposing Vendor</li> <li>• Qualifications and experience of each individual who may be assigned to work with the District</li> <li>• Vendor's experience with servicing public school districts (or other public sector);</li> <li>• Number of years in business;</li> <li>• Number of years offering the proposed services;</li> <li>• Ability to provide qualified staff, as needed;</li> <li>• Vendor's affirmation to verifying qualifications of staff/agents</li> <li>• Vendor's affirmation to comply with required criminal background checks</li> <li>• Vendor's process for recruiting and assigning staff/agents</li> </ul>	<p>25</p>
<p>3. Ability to Meet District's Needs</p>	<p>May include but is not limited to:</p> <ul style="list-style-type: none"> <li>• Vendor's acceptance to District's standard terms and conditions and special terms and conditions;</li> <li>• Impact on District based on any Vendor's stated exceptions or deviations from the District's standard/special terms and conditions and requirements;</li> <li>• Vendor's ability to comply with minimum requirements and monthly invoicing requirements;</li> <li>• Vendor's acceptance to firm fixed price over a minimum of 12 months and not to exceed a 3% increase year-over-year thereafter; and Vendor's acceptance to pass down price decreases when possible.</li> <li>• Additional services offered by the Vendor and references in the proposal;</li> <li>• Value added services included in Vendor's proposal;</li> <li>• Vendor's ability to meet minimum insurance requirements</li> <li>• On-site response time to service requests</li> </ul>	<p>20</p>
<p>4. Past Performance with the District</p>	<p>Indicate past engagements with South Texas ISD:</p> <ul style="list-style-type: none"> <li>• Vendors without prior experience with South Texas ISD will automatically receive a neutral score of 5 points;</li> <li>• Vendors with prior experience with South Texas ISD may earn up to 10 points, depending on the District's experience with the Vendor.</li> </ul>	<p>10</p>

5. Vendor Reputation	May include but is not limited to: <ul style="list-style-type: none"> <li>• Quality of vendor's references (i.e. similar size and scope) and extent of work performed for each reference;</li> <li>• Vendor provided a minimum of four (4) client references, preferably Texas public school districts, which the District can contact to verify quality of services rendered by Vendor</li> </ul>	10
6. HUB Status	HUB status/certificate or use of HUB subcontractors policy to be included in proposal	5
	<b>Maximum Score Attainable</b>	<b>100</b>

b. **Phase 1B (If necessary) Evaluation:** The District, at its sole discretion, may select one or more Proposers to be invited to participate in an on-site (or remote) interview process to clarify various aspects of a vendor's proposal and/or to further evaluate the qualifications and experience of the Proposer prior to completing their evaluation.

Upon completion of the evaluation process, the total points earned by each vendor will be calculated to determine the final scores. The District, at its sole discretion, will determine which Vendor(s) to consider for contract award.

## SECTION 8 STANDARD TERMS AND CONDITIONS

Proposers or authorized representatives are expected to inform themselves as to all terms and conditions, requirements, and specifications contained within this solicitation and associated documents prior to submitting a proposal. Failure to do so will be at the proposer's own risk.

**Any Vendor submitting a proposal in response to this solicitation shall thoroughly review the District's *General Terms & Conditions* ("General Terms & Conditions"). These Standard Terms & Conditions shall be binding of the parties involved and shall be incorporated by reference into the contract resulting from this solicitation process.**

## SECTION 9

### RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the items listed below. Responses may be submitted on a separate page(s). Please reference each response by its line number listed below.

#### 9.1 Company Profile

- A. Number of Years in Business: \_\_\_\_\_
- B. Type of Operation: Individual\_\_\_\_\_ Partnership\_\_\_\_\_ Corporation \_\_\_\_\_ Government\_\_\_\_\_
- If corporation, indicate State of incorporation: \_\_\_\_\_
- C. Number of Employees: \_\_\_\_\_
- D. Annual Sales Volume: \_\_\_\_\_
- E. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, provide details.
- F. Provide and attach a financial statement, preferably audited, including your company's latest balance sheet and income statement showing the following items:
  - Current assets, (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses); Net Fixed Assets; Other Assets; Current Liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes); Other Liabilities (capital, capital stock, authorized and outstanding share per values, earned surplus and retained earnings)
- G. Provide details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with South Texas ISD.
- H. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, explain the expected impact.
- I. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any South Texas ISD employee or member of the South Texas ISD Board of Trustees?
- J. Is your company currently certified as a Historically Underutilized Business (HUB) by the Texas Building and Procurement Commission, or certified as a woman, minority or small business under any U.S. Government agency? If yes, please attach a copy of the HUB certification or other proof of such certification.
- K. Provide a customer reference list of at least four (4) organizations for which you currently

provide products/services or have provided products/services of the type and scope requested herein over the past five (5) years. References must include company name, contact person, address, telephone number, email, and length of business relationship.

- L. Describe the firm's organizational line of authority for management personnel from the local to the highest corporate level.
- M. Describe your company's quality assurance program and how it is measured.

## **9.2 Staff/Service**

- A. Provide resumes of staff that will be providing services under a possible contract with South Texas ISD
- B. What type of emergency medical response training (e.g. CPR, First Aid, etc.) do you provide for staff?
- C. What type of customer service training do you provide for staff?
- D. Describe your security screening procedures (such as background checks) on potential employees?
- E. What type of health screening do you provide for potential employees? What type of screening and health exams do you require of current employees?
- F. Provide the protocol or plan for supervision of security guards.
- G. Explain and provide documentation on the policies and procedures used by your company to address issues of sexual harassment and discrimination claims.
- H. Describe the supervision you will provide for security guards, under a contract with South Texas ISD, to insure performance of duties.

## SECTION 10 REFERENCES

### **VENDOR REFERENCES**

The Proposer is to submit four (4) references that have contracted with their company to provide like products and/or services. It is recommended that the Proposer show school districts or other local government organizations equal to STISD in size and structure, if possible. To expedite the evaluation process, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for proposal disqualification.

<b>Company Name:</b>		<b>Phone Number:</b>	
<b>Contact Name:</b>		<b>Email:</b>	
<b>Address:</b>		<b># of Years providing services</b>	

<b>Company Name:</b>		<b>Phone Number:</b>	
<b>Contact Name:</b>		<b>Email:</b>	
<b>Address:</b>		<b># of Years providing services</b>	

<b>Company Name:</b>		<b>Phone Number:</b>	
<b>Contact Name:</b>		<b>Email:</b>	
<b>Address:</b>		<b># of Years providing services</b>	

<b>Company Name:</b>		<b>Phone Number:</b>	
<b>Contact Name:</b>		<b>Email:</b>	
<b>Address:</b>		<b># of Years providing services</b>	

**THIS FORM MUST BE RETURNED WITH YOUR BID**

**SECTION 11**  
**FINANCIAL PROPOSAL**

Enter your firm's schedule of charges in this section. You may attach your firm's proposals on your form(s), but this page must be signed and returned as part of the submittal proposal.

<b>Campus/Location</b>	<b>Number of Non- Armed Guards</b>	<b>Billing Rate p/ Hour \$</b>	<b>Number of Armed Guards</b>	<b>Billing Rate p/ Hour \$</b>
Health Professions/ Science Academy Mercedes, Texas	4		2	
World Scholars Edinburg, Texas	2		1	
Preparatory Academy Edinburg, Texas	2		1	
Medical Professions Olmito, Texas	3		1	
Rising Scholars Academy San Benito, Texas	1		1	
Special Events (as needed by District) Location TBD				

Note: The school calendar consists of 180 instructional days. Number of hours per campus location will be determined at a later date. Billing rate also applies to summer schedule. Summer schedule to be determined at a future date.

Company/Entity Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

**SECTION 12**  
**REQUIRED FORMS**

South Texas ISD  
Conflict of Interest Questionnaire

**Notice to Vendors: Chapter 176 of the Texas Local Government Code**

Effective January 1, 2006, any person or entity who contracts or seeks to contract with STISD for the sale or purchase of property, goods, or services as well as agents of such persons, (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with STISD is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire no later than September 1 of each year in which a covered transaction is pending, **and** the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

*Note:* 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.

The Conflict of Interest Questionnaire is attached herein, to this RFP and should be submitted with proposal.

The Local Government Officers of the South Texas Independent School District are: Board of Directors:

Douglas E. Buchanan, President  
Henry LeVrier, Vice President  
Sylvia S. Garza, Ph.D., Secretary  
Abiel J. Cantu, Member  
Eduardo J. Cantu, Member  
Martin Castillo, Member  
Sasha Crane, Member  
Javier Farias, Member  
Richard Fleming, M.D., Member  
Adrian Garcia, Member  
Margarita Garcia, Member  
Hector Gonzales, Member

Yolanda Kamel, Member  
Robert J. Lerma, Member  
Sylvia Lopez, Member  
Ricardo Ochoa, MD, Member  
Irma Perez-Trevino, Member  
Israel G. Quintanilla, Member  
Eduardo Roberto Rodriguez, Member  
Jaime Solis, Member  
Natividad Sosa, Member  
David Torres, Member  
Rick Villarreal, D.D.S., Member  
Ruth Villarreal, Member

Superintendent:      Marco Antonio Lara, Jr., Ed.D.

Others: The local government officers also include any administrator who works for the district or any employee who is in a decision-making position to influence the services/products provided to the district.

**THIS FORM MUST BE RETURNED WITH YOUR BID**

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# Conflict of Interest Questionnaire - EXAMPLE PAGE

All individuals or companies being paid by STISD are REQUIRED to complete this form

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

Individual or company name goes here

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

Check if applicable

Complete this section if applicable.

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

7 Signature & date required from ALL VENDORS

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	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 <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. 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:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://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.*

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

---

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

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

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

---

FIRM NAME

---

DOING BUSINESS AS (dba)

---

ADDRESS

---

CITY, STATE, ZIPCODE

---

TELEPHONE NUMBER

---

FAX NUMBER

---

EMAIL ADDRESS

---

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS PROPOSAL

---

COMPANY OFFICIAL (PRINT NAME)

---

OFFICIAL TITLE/POSITION

## 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](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 30<sup>th</sup> 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](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](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>

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

**OFFICE USE ONLY**

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

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

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

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

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

**5** Check only if there is NO Interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

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

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

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

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



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

### 1. Felony Conviction Notification

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

**Initial where applicable.**

- ☐ A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable
- ☐ B. My company is not owned nor operated by anyone who has been convicted of a felony
- ☐ C. My company is owned and operated by the following individual(s) who has/have been convicted of a felony:  
Name of Felon(s): \_\_\_\_\_  
Details of Conviction(s): \_\_\_\_\_

### 2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

- ☐ None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

**OR**

- ☐ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

### 3. Debarment and Suspension

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### 4. Confidential/Copyrighted Information

By signing below, the Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term "**CONFIDENTIAL**" on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.



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

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

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

- ☐ A. Has its principal place of business in the State of Texas; **OR**
- ☐ B. Employs at least 500 persons in the State of Texas; **OR**
- ☐ C. Principal place of business is not in the State of Texas: \_\_\_\_\_  
(City, State)

---

---

**6. Owner(s) Name of Business**

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


---

---

**7. Delinquent Taxpayers**

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

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

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

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

- ☐ I am an active certified HUB vendor. HUB expiration date: \_\_\_\_\_
- ☐ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
- ☐ I am neither.

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**9. Buy American Provisions**

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

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**10. Prohibition on Contracts with Companies Boycotting Israel- HB89**

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

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**11. Non Collusion Statement**

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



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

Proposer} has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the {Proposer} certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the South Texas School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal; the {Proposer} further certifies and represents that {Proposer} has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the South Texas Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the South Texas Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal; the {Proposer} certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

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**12. Prohibition on Contracts with Companies Engaged with Iran, Sudan or Foreign Terrorist Organization- SB252**

By signing below, {Vendor} hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the government of Iran, the government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

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**13. Applicable to Grants, Subgrants, Cooperative Contracts, and Contracts Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of congress, or an employee of a member of Congress in connection with this Federal grant or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

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**14. Equal Employment Opportunity**

In fulfilling its obligations under the Agreement, Proposer shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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**15. Rights to Inventions Made Under a Contract or Agreement**



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

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

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

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

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

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

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**18. Access to Records**

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

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**19. Applicability to Selected Vendors**

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

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

Vendor Name: \_\_\_\_\_

Address, City, State, Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Printed Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_



Always Innovating

**South  
Texas ISD**

RIO GRANDE VALLEY | GRADES 7-12

Phone: 956.565.2454

Web: [www.stisd.net](http://www.stisd.net)

100 Med High Drive, Mercedes, TX 78570

## ACH Vendor Direct Deposit Form

<b>Section 1: Payee Information (all information is REQUIRED)</b>			
Payee Name		TIN/EIN or SS#	
Payment Address	City	State	Zip Code
Accounting/ACH Contact Name			
Email Address for Remittance Advice *Required*		Phone Number	

<b>Section 2: Financial Institution Information (all information is REQUIRED)</b>			
Financial Institution Name			
Financial Institution Address	City	State	Zip Code
Routing Transit Number**	Customer Account Number	Type of Account	
		Checking	Savings

\*\* Please provide the 9 digit bank routing number from a check. The routing number from a deposit slip is invalid.

**Submit a copy of voided check or bank verification with this form.**

<b>Section 3: Authorization for Direct Deposit Setup (REQUIRED)</b>
I (we) hereby authorize South Texas Independent School District, hereinafter to initiate automatic credit entries, and if necessary, to initiate automatic debit entries for adjustments for any credit entries in error to my (our) account identified below, and the financial institution named below to credit and/or debit the same to such account, for payment of goods and/or services.
This authorization is to remain in full force and effect until South Texas Independent School District has received written notification of its termination in such manner as to afford South Texas ISD and the Financial Institution a reasonable opportunity to act on it.

Authorized Signature	Printed Name	Date

**\*\*NOTE\*\*** This form will not be processed unless we receive the voided check and/or bank verification letter.

### **Form Checklist**

<b><u>Form</u></b>	<b><u>Completed</u></b>
Criteria Description	
Respondents' Questionnaire	
References	
Financial Proposal	
Conflict of Interest Form	
W9 Form	
Bid Acceptance Form	
Form 1295	
Vendor Certifications	
ACH Direct Deposit Form	