



SMSD

Stafford Municipal School District

"The Best Little School District in Texas"

RFP # 21-0015

Request for Proposals

**Property, Equipment Breakdown, General Liability,
Educators Legal Liability, Automobile Liability and Physical Damage,
Crime and Cyber Insurance Program**

Chalita Cyprian, Purchasing Specialist

Stafford Municipal School District
1633 Staffordshire Road
Stafford, TX 77477
Phone: (281) 261-9252
www.staffordmsd.org

Email: purchasing@staffordmsd.org

Submittal Deadline and Proposal Opening:

Wednesday, July 21, 2021 at 2:00 PM, Central Time

Table of Contents

SECTION 1	3
General Information	3
General Conditions.....	3
Minimum Qualifications	5
SECTION 2	6
Underwriting Information	6
General Underwriting Questions / Answers	6
Loss History for Past Five Years	6
SECTION 3	7
Coverage Specifications	7
Property and Contents.....	7
Equipment Breakdown Coverage	8
Blanket Crime Coverage (Public Employee Blanket Bond)	9
General Liability, Personal Injury Liability and Employee Benefits Liability Coverage.....	10
Professional Legal Liability	10
Privacy and Information Security (Data Breach)	11
Automobile Liability and Physical Damage Coverage	11
SECTION 4	12
Loss Prevention Services	12
SECTION 5	13
Proposal Response Forms	13
Company Information.....	13
Property and Contents Coverage.....	14
Total Scheduled Property Floaters.....	14
Equipment Breakdown Coverage	14
Crime	15
Privacy and Information Security (Data Breach)	15
General Liability, Personal Injury Liability and Employee Benefits Liability	16
Professional Legal Liability	16
Automobile Liability and Physical Damage Including Hired and Non-Owned Vehicles.....	18
Felony Conviction Notice	19
Conflict of Interest Questionnaire	20
W9.....	21
SECTION 6	22
Exhibits	22
Exhibit I – Five Year Loss History for All Lines of Business Quoted	attached document
Exhibit II – Property Schedule	attached document
Exhibit III – Vehicle and Mobile Equipment Schedule	attached document

SECTION 1

General Information

General Conditions

- A. Stafford MSD (**hereafter referred to as SMSD**) is requesting proposals for the following Property, Liability and Automobile coverage.

Property	Building & Contents Equipment Breakdown Flood Earthquake Scheduled Property (Floaters)/Inland Marine Electronic Data Media/Equipment Protection Extra Expense
Liability	General Liability Personal Injury Liability Employee Benefits Liability School Professional Legal Liability
Automobile & Mobile Equipment Physical Damage	Automobile Liability Vehicles Mobile Equipment
Crime	Dishonesty Faithful Performance Money & Securities

- B. Proposers may quote several plan options as long as each option is fully explained. All relationships between your company and any company offering coverage must be revealed, as well as any commission payments or fees that will be paid to the Proposer as a result of this bid award.
- C. Proposers are expected to examine the complete RFP document. Failure to do so will be at the Proposer's risk. Written questions about this RFP and requests for additional information shall be provided no later than **July 14, 2021** to the Purchasing Department, Attn: Chalita Cyprian, Purchasing Specialist, via email at: purchasing@staffordmsd.org.
- D. Proposers must submit one original and one copy (2 complete sets) of the proposal.
-

-
- E. Proposals will be received until **2:00 PM on July 21, 2021** at SMSD Administration Building. The mailing address of this office is 1633 Staffordshire Road, Stafford, TX 77477.
- F. Proposals must be plainly marked on the outside of the envelope: "SEALED PROPOSAL FOR PROPERTY, LIABILITY AND AUTOMOBILE COVERAGE."
- G. The Entity reserves the right to accept or reject any or all proposals, waive any formalities and/or technicalities in the proposal and award the contract to best serve the interests of the Entity. The Entity may negotiate with Proposers as deemed advisable or necessary.
- H. All Proposals must be submitted on the **Proposal Forms** attached hereto, in accordance with all specified conditions. Coverage shall be for one (1) year beginning September 1, 2021 with the option to renew annually for up to an additional four (4) years.
- I. Any restrictions, deviations or other modifications which alter or reduce coverage as specified in this RFP must be shown separately and explained in writing. Failure to attach an explanation of deviations to this proposal will indicate your acceptance of the specifications as written.
- J. Proposers are required to submit specimen coverage documents, agreements, and/or contracts the Entity will be required to sign in order to purchase the coverage quoted.
- K. Please indicate the method for payment and any optional methods that may be available.
- L. It is the intent of the Entity to award the proposal to one carrier who can provide all lines of coverage as a package. Preference may be given to packaged proposals; however, final purchasing decisions will be made based on the options that are most advantageous to the Entity. In addition to package pricing, please indicate if monoline pricing is available.
- M. Due care and diligence have been used in the preparation of these specifications and the information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely on the Proposer. The Entity and its representatives will not be responsible for any errors and omissions in the specifications nor for the failure on the part of the Proposer to determine the full extent of the exposures.
- N. Quotations shall be based on the underwriting information furnished by the Entity. Loss data is believed to be correct but is not warranted. If inspections are required, please coordinate them through the Business Office by contacting Chalita Cyprian, Purchasing Specialist at (281) 261-9252 or email to: purchasing@staffordmsd.org.
-

Minimum Qualifications

- A. Proposers responding to this RFP must be licensed and/or authorized to do business in Texas and have at least 5 years experience writing Property, Liability and Automobile coverage in Texas. Proposer qualifications must be included as an exhibit to your proposal.
 - B. Proposers must attach a brief biography describing the experience of the person assigned to handle this account.
 - C. Submit a summary of all Property, Liability and Automobile services available to the Entity. Indicate charges for services that are in addition to the quoted contributions/premiums.
 - D. Proposers must have an Errors and Omissions policy with a minimum limit of \$1,000,000 per occurrence. Attach current certificate of coverage.
 - E. Self-funded programs or plans organized under the terms of the Interlocal Cooperation Act (Chapter 791, Title 7, Government Code) shall be accepted provided the program offers coverage that are equivalent to a fully insured program.
 - F. The Proposer's most recently audited financial statement must be included with the proposal.
-

SECTION 2

Underwriting Information

General Underwriting Questions / Answers

Has the board implemented specific loss prevention policies?	Y		N	X
Is there a swimming pool at any location?			N	
- If yes, please attach.				
Do you operate a daycare center?	Y			
- If yes, can the general public utilize the center?	Y			
- Is the center operated by Entity employees?	Y			
Does the applicant own or lease any watercraft?			N	
Does the applicant own or charter any aircraft?			N	
Does the applicant engage in any activities, other than school activities, including the loaning or leasing of property?			N	
- If yes, please list and explain in detail –				
- Are certificates of insurance required from lessee?				
Is the applicant engaged in any joint ventures, cooperatives or SSA's?			N	
- If yes, please list and explain in detail				
Does the applicant employ police or security guards in any capacity?	Y			
- If yes, are they certified by Texas Commission of Law Enforcement Officer Standards & Education (TCLEOSE)?	Y			
- If yes, how many?	4			
Does the applicant have an on-site physician(s), medical/dental clinics or a pharmacy?			N	
If yes, is it operated by the Entity?				
If yes, are they employees of the Entity?				

Loss History for Past Five Years

A five-year loss history report for all lines of business requested in this RFP is attached.

See Exhibit I.

SECTION 3

Coverage Specifications

Property and Contents

1. **Property covered** See attached Exhibit II.
 2. **Policy Limits** \$ **187,886,565**
State if co-insurance limit represents 90% or 100% of total value.
 3. Blanket coverage on buildings, contents and auxiliary structures at all locations including on-site improvements such as fences, light poles, and bleachers.
 4. **Basis of Recovery** Full Replacement Cost
 5.

Peril	Deductible	Deductible Options
<u>All Other Perils</u>	<u>\$25,000</u>	<u>\$</u>
<u>Wind Hail and Hurricane</u>	<u>2% per bldg.</u> <u>\$500,000 minimum</u>	<u>\$</u>
<u>Named Windstorm</u>	<u>2% per bldg.</u> <u>\$500,000 minimum</u>	<u>\$</u>
<u>Flood not Zone A or V</u>	<u>\$100,000</u>	<u>\$</u>
 6. **Extra Expense** \$250,000 per occurrence
 7. **Automatic Coverage on newly acquired Property:** \$1,000,000 limits for up to 90 days
-

Underwriting Information – Fire Protection

Are fire hydrants located on or across the street from each campus?	Y			
Are fire alarm systems located in all buildings?	Y			
Is the fire department paid or voluntary?		N		
Is the applicant located in a town of less than 15,000 population?			N	
- If yes, is the applicant within five miles of a town with a population of more than 15,000?	Y			
- If yes, will that city's fire department respond to a fire at all your locations?	Y			
Does the applicant have a hooded ventilating system in the kitchen?	Y			
Does the applicant have a contract for hood-cleaning services?	Y			
- If yes, how often does the contractor clean the hood?	2 times annually all locations			

Underwriting Information – Building Maintenance / Occupancy

List any security measures such as burglar alarms, security lighting, etc.:				
Does the applicant have any buildings 30 years or older?	Y			
- If yes, has the wiring been updated to meet code specifications?	Y			
Are any owned or leased buildings being used for purposes other than their intended use?			N	
Are any owned or leased buildings controlled by the applicant currently vacant or unoccupied?			N	

Equipment Breakdown Coverage

Covered equipment unless otherwise indicated, includes electrical, mechanical and pressure equipment. It includes both Real Property, such as heating, cooking and electrical systems, and Personal Property, such as office and process equipment.

1.	Total number of locations occupied by the Entity:	See attached Exhibit II
2.	Type of Coverage	Comprehensive
3.	Policy Limits	Equal to property limits, not to exceed \$100,000,000
4.	Deductible	\$10,000 per occurrence
5.	Basis of Recovery	Repair or Replacement
6.	Stipulated Time for Repair or Replacement:	24 months
7.	Automatic Coverage for new locations	90 days
8.	Expediting Expense	\$250,000 per occurrence
9.	Hazardous Substance Cleanup	\$250,000 per occurrence
10.	Water Damage	Included in Coverage Limit
11.	Ammonia Contamination	Included in Coverage Limit
12.	Consequential/ Perishable Goods Damage	\$100,000 per occurrence
13.	Extra Expense (24 hours)	Included in Coverage Limit

Blanket Crime Coverage (Public Employee Blanket Bond)

1. Coverage will include employee dishonesty, loss inside and outside the premises for money and securities and faithful performance on a blanket basis.
2. Blanket Limit \$100,000
Deductible \$5,000

Underwriting Information – Blanket Crime Coverage (Public Employee Blanket Bond)

Total number of locations occupied by the Entity:	Please see Exhibit II			
Total number of locations at which money or securities are handled:	7			
How frequently are audits made?	Annually			
Are they made by an independent auditor or CPA?	Y			
Are countersignatures required?	Y			
Are securities subject to joint control of two or more responsible employees?	Y			
Number of employees and board members who handle money or securities, sign checks, authorize drafts, or audit accounts on a regular basis:	4			
Number of clerical personnel not listed above:	11			
Number of all other employees:	478			
What is the Average Daily Attendance (ADA) reported to TEA?	3039			

General Liability, Personal Injury Liability and Employee Benefits Liability Coverage

1. Limits of Liability: \$1,000,000 per occurrence, no annual aggregate
Deductible: \$0
2. Pays expenses, including judgments and defense costs.
3. Provides coverage for care, custody, and control.
4. Includes incidental medical malpractice.
5. Provides coverage for libel, slander and defamation of character.
6. Covers premises liability, advertising liability, and products liability on a per occurrence form.
7. Persons Covered/Insured **must** include named Entity, any trustees / board members, employees, student teachers, and volunteers.
8. Claims arising out of the negligent act, error, or omission of the Entity and/or its employees relative to the administration of employee benefit programs must be included.

Professional Legal Liability

1. Provides protection for named Entity, any trustees / board members, employees, student teachers, and volunteers while acting in the course and scope of their duties.
 2. Limits of Liability: \$1,000,000 per occurrence, \$1,000,00 annual aggregate
Deductible: \$5,000
 3. Coverage Form: Claims - Made
 4. The Proposer will pay all sums to which the Entity shall become legally obligated to pay on any claim first made against them during the policy period.
 5. The Proposer shall defend civil suits against the Entity alleging a Wrongful Act including but not limited to civil rights - Section 1983, discrimination, sexual abuse, sexual harassment and sexual molestation claims.
 6. A claim shall include demand received by the Entity for money, services or nonpecuniary relief. This shall include the service of suit or institution of arbitration proceedings against the Insured.
 7. Claims expenses shall include attorney fees and all other fees, costs and expenses arising from defense of any claim.
 8. The Proposer will pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of the policy.
 9. Either Professional Legal Liability or General Liability coverage must cover claims arising out of corporal punishment or student discipline.
 10. Limits of coverage will not be reduced by the payment of defense costs (defense in addition to limits).
 11. Cancellation by either the Proposer or the Entity will be subject to the terms and conditions of the contractual agreement or ten (10) days in the case of nonpayment.
 12. Please provide an explanation of any **Prior Acts** coverage that will be quoted.
 13. **Extended Reporting/Discovery Period** must be offered.
-

Privacy and Information Security (Data Breach)

\$250,000 Limit for Privacy Liability

\$250,000 Limit for Claim/Event Response Services

Notification costs for up to 10,000 individuals

Deductible \$0

Optional quotes accepted

Coverage should include but not limited to: acts of third parties, any breach or failure to protect, transmission of virus, breach of confidence, copyright violations, coverage off premises data loss & restoration, defamation from e-mails or internet use, e-mails extortion, failure of security software, failure to design, maintain & upgrade, security failure to provide user access, infringement of intellectual property, infringement of right to privacy, network/business interruption, regulatory action with or without suit, reputational harm, social engineering, fraud, violation-confidential information, theft by non-electronic means, theft of non-electronic data or paper, theft of password, theft or destruction of personal data

Automobile Liability and Physical Damage Coverage

1. Schedule of Vehicles, including Mobile Equipment, Bus Seating Capacities, & Values: See attached Exhibit III.

2. Minimum Liability Limits & Coverage desired:

\$100,000 per person Bodily Injury limits,

\$300,000 per occurrence Bodily Injury limits,

\$100,000 per occurrence Property Damage limits

Deductible \$1,000

Optional Liability Limits - \$1,000,000 Combined Single Limits

3. Hired and Non-Owned Vehicle coverage shall be excess over any other valid and collectible insurance.

4. Physical Damage coverage for Vehicles (list deductible options desired):

Collision	\$1,000
Comprehensive	\$1,000

Physical Damage coverage for Mobile Equipment (list deductible options desired):

Collision	\$1,000
Comprehensive	\$1,000

Fleet Automatic Coverage: Subject to audit, it is agreed that automatic coverage is provided for substitute and newly acquired automobiles (cars, trucks, trailers and buses) for the same coverage provided for all similar type automobiles.

Underwriting Information – Automobile Liability & Physical Damage

Are any transportation operations contracted to another? If yes, include name of contractor:			N	
Are owned vehicles used by security personnel?			N	
How often do you run Motor Vehicle Reports on Entity drivers?				
Upon Application				
Where are the vehicles housed and what is the total value of vehicles at each location?	Transportation Center			
Transportation Department – please see Exhibit III				

SECTION 4
Loss Prevention Services

1. Attach a description of loss prevention services provided. Include a recent example of a loss prevention service completed by the Proposer’s firm.
2. Provide the Proposer’s experience and professional qualifications.
3. Describe any charges and the unit pricing of these services.
4. Describe the Proposer’s philosophy on loss prevention.
5. List the name of the loss prevention representative(s) who will make scheduled appointments to the Entity. Indicate the frequency or schedule for these appointments.
6. Where is this loss prevention representative located?
7. Include a biography of the loss prevention representative(s) who would be assigned to our account.
8. Describe the specific risk management materials/resources that are available to the Entity. Indicate the additional charges, if any.
9. Describe the specific education and training provided to Entity personnel. Indicate additional charges, if any.

SECTION 5

Proposal Response Forms

Company Information

Name of your company: _____

Phone number: _____

Facsimile number: _____

Address: _____

Primary business: _____

Type of company:
(corp., partnership, etc.): _____

Year started in business: _____

Number of years administering
Property, Liability, Automobile in
Texas: _____

Number of years administering
Property, Liability, Automobile for
public educational entities: _____

Proposers must include in the proposal a notice as to whether the person submitting the bid or an owner or operator of the business entity has been convicted of a felony and the description of the conduct resulting in the conviction. The contract may be terminated if it is determined that the person or business entity failed to give notice or misrepresented the conduct resulting in the conviction.

The Proposer, in compliance with the invitation for proposal on Property, Liability, Automobile funding, having examined the specifications and being familiar with all conditions in the specifications, hereby proposes to provide the services in accordance with the proposal documents on the attached response sheets.

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

Having reviewed the specifications, we have complied with all requirements and conditions except as noted on the attachment labeled "Deviations."

Signature and title of authorized representative

Proposing Company Date

Property and Contents Coverage

Limit	\$	Limit	\$
Deductible	\$	Deductible	\$
Total Cost	\$	Total Cost	\$

Total Scheduled Property Floaters

Limit	\$
Deductible	\$
Total Cost	\$

Name of Company offering coverage: _____

DEVIATIONS from proposal specifications:

Equipment Breakdown Coverage

Limit	\$
Deductible	\$
Total Cost	\$

Name of Company offering coverage: _____

DEVIATIONS from proposal specifications:

Crime

Limit	\$
Deductible	\$
Total Cost	\$

Name of Company offering coverage: _____

DEVIATIONS from proposal specifications:

Privacy and Information Security (Data Breach)

Notification Limit	\$
Claim/Event Response Services	\$
Privacy Liability	\$
Data & Cyber Deductible	\$
Premium	\$

Name of Company offering coverage: _____

DEVIATIONS from proposal specifications:

General Liability, Personal Injury Liability and Employee Benefits Liability

Limit	\$
Deductible	\$
Total Cost	\$

Name of Company offering coverage: _____

DEVIATIONS from proposal specifications:

Professional Legal Liability

Limit	\$
Deductible	\$
Total Cost	\$

Name of Company offering coverage: _____

DEVIATIONS from proposal specifications:

Please respond to the following questions as they relate to the Professional Legal Liability coverage proposed. Please specify if there are any SUBLIMITS, otherwise it will be assumed full policy limits are available:

1. Who are the "covered persons" or "named insureds?"
 2. Is Prior Acts coverage provided as part of the basic coverage? If so, what is the retroactive date?
 3. In corporal punishment/student discipline covered?
 4. Describe the terms available for "Extended Reporting/Discovery Period" coverage available when either the insured or insurer cancels or non renews? How long is the reporting period and what is the cost?
 5. Does the policy cover non-pecuniary relief? If so, are there any sub limits for either defense costs or damages? If sub limits apply, please stipulate.
 6. Are board members/employees covered as they serve on other boards within the course and scope of their employment (i.e., would coverage extend to a superintendent as he/she served on a Special Education Cooperative)?
 7. Are claims alleging discrimination covered (e.g., 1983 Civil Rights violation)? If so, what is the Limit of Liability?
 8. Is sexual misconduct (i.e., harassment), sexual abuse and molestation covered? If so, are there sub limits?
 9. Does the coverage pay on behalf of or indemnify?
 10. Are defense costs within limits or in addition to?
 11. Please explain the notice of claim provision and what constitutes a "demand."
 12. What provisions are there if the insured refuses to consent to settle?
 13. Must the insured have the Proposer's consent to incur expenses?
-

Automobile Liability and Physical Damage Including Hired and Non-Owned Vehicles

Automobile Liability Coverage

1. Minimum Limits	\$100,000 / \$300,000 / \$100,000		
Deductible	\$250	\$500	\$1,000
Cost	\$	\$	\$

2. Optional Limits	\$1,000,000 Combined Single Limits		
Deductible	\$250	\$500	\$1,000
Cost	\$	\$	\$

Physical Damage Coverage

Deductible	\$250	\$500	\$1,000
Comprehensive	\$	\$	\$
Specified Perils	\$	\$	\$
Collision	\$	\$	\$

Name of Company offering coverage:

DEVIATIONS from proposal specifications:

SECTION 6

Exhibits

Exhibit I – Five Year Loss History

Five Year Loss History Report for:

- **Property**
- **Equipment Breakdown**
- **Crime**
- **Bonds**
- **General Liability**
- **Professional Legal Liability**
- **Automobile**
- **Any other lines of business requested in this RFP**

Exhibit II – Property

Property

Exhibit III – Vehicle and Mobile Equipment

Claim Detail by Program Year - PY5

Summary of all Transactions for Claims with a DOL in Period 09-01-2016 to 08-31-2017

Claim Statuses as of 05-31-2021

Property Casualty Alliance of Texas

Stafford MSD

Line of Business / Coverage	Open	Closed	Denied	No Status	Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
LOB: Auto Physical Damage										
Coverage: Auto Physical Damage Collision										
Stafford MSD	079910-01901				3,315.38	0.00	0.00	0.00	0.00	3,315.38
Coverage Subtotals	0	1	0	0	3,315.38	0.00	0.00	0.00	0.00	3,315.38
LOB Subtotal	0	1	0	0	3,315.38	0.00	0.00	0.00	0.00	3,315.38
LOB: Auto										
Coverage: Auto Bodily Injury										
Harrison, Michael	079910-01802				6,700.00	0.00	0.00	0.00	0.00	6,700.00
Coverage Subtotals	0	1	0	0	6,700.00	0.00	0.00	0.00	0.00	6,700.00
Coverage: AUTO Property Damage										
Harrison, Michael	079910-01801				1,611.38	19.90	0.00	0.00	0.00	1,631.28
Coverage Subtotals	0	1	0	0	1,611.38	19.90	0.00	0.00	0.00	1,631.28
LOB Subtotal	0	2	0	0	8,311.38	19.90	0.00	0.00	0.00	8,331.28
LOB: Property Wind and Hail										
Coverage: Property Hail / Wind										
Stafford MSD	079910-02001				0.00	3,121.11	0.00	0.00	0.00	3,121.11
Coverage Subtotals	0	1	0	0	0.00	3,121.11	0.00	0.00	0.00	3,121.11
LOB Subtotal	0	1	0	0	0.00	3,121.11	0.00	0.00	0.00	3,121.11

Grand Total for Enterprise

Claim Counts				Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
Open	Closed	Denied	No Status						
0	4	0	0	11,626.76	3,141.01	0.00	0.00	0.00	14,767.77

Claim counts reflect total number of unique claim ID's.

Claim Detail by Program Year - PY6

Summary of all Transactions for Claims with a DOL in Period 09-01-2017 to 08-31-2018

Claim Statuses as of 05-31-2021

Property Casualty Alliance of Texas

Stafford MSD

Line of Business / Coverage	Open	Closed	Denied	No Status	Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
LOB: Auto Physical Damage										
Coverage: Auto Physical Damage Collision										
Stafford MSD	079910-02301				0.00	290.68	0.00	0.00	0.00	290.68
Coverage Subtotals	0	1	0	0	0.00	290.68	0.00	0.00	0.00	290.68
LOB Subtotal	0	1	0	0	0.00	290.68	0.00	0.00	0.00	290.68
LOB: Auto										
Coverage: AUTO Property Damage										
JONES, Harold Keith	079910-02101				279.17	0.00	0.00	0.00	0.00	279.17
Coverage Subtotals	0	1	0	0	279.17	0.00	0.00	0.00	0.00	279.17
LOB Subtotal	0	1	0	0	279.17	0.00	0.00	0.00	0.00	279.17

Grand Total for Enterprise

Claim Counts				Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
Open	Closed	Denied	No Status						
0	2	0	0	279.17	290.68	0.00	0.00	0.00	569.85

Claim counts reflect total number of unique claim ID's.

Property Casualty Alliance of Texas

Stafford MSD

Line of Business / Coverage	Open	Closed	Denied	No Status	Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
LOB: Auto										
Coverage: Auto Bodily Injury										
Williams, Toni	079910-02601				0.00	0.00	0.00	0.00	0.00	0.00
Coverage Subtotals	0	0	1	0	0.00	0.00	0.00	0.00	0.00	0.00
Coverage: Auto Garagekeepers										
Wade, Jennifer	079910-02401				9,345.65	110.00	0.00	0.00	0.00	9,455.65
Coverage Subtotals	0	1	0	0	9,345.65	110.00	0.00	0.00	0.00	9,455.65
Coverage: AUTO Property Damage										
Montoya, Allan	079910-02501				2,123.28	110.00	0.00	0.00	0.00	2,233.28
Coverage Subtotals	0	1	0	0	2,123.28	110.00	0.00	0.00	0.00	2,233.28
LOB Subtotal	0	2	1	0	11,468.93	220.00	0.00	0.00	0.00	11,688.93

Grand Total for Enterprise

Claim Counts				Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
Open	Closed	Denied	No Status						
0	2	1	0	11,468.93	220.00	0.00	0.00	0.00	11,688.93

Claim counts reflect total number of unique claim ID's.

Claim Detail by Program Year - PY8

Summary of all Transactions for Claims with a DOL in Period 09-01-2019 to 08-31-2020

Claim Statuses as of 05-31-2021

Property Casualty Alliance of Texas

Stafford MSD

Line of Business / Coverage	Open	Closed	Denied	No Status	Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
LOB: Auto Physical Damage										
Coverage: Auto Physical Damage Collision										
Stafford MSD	079910-02902				209.90	110.00	0.00	0.00	0.00	319.90
Stafford MSD	079910-03002				869.62	0.00	0.00	0.00	0.00	869.62
Coverage Subtotals	0	2	0	0	1,079.52	110.00	0.00	0.00	0.00	1,189.52
LOB Subtotal	0	2	0	0	1,079.52	110.00	0.00	0.00	0.00	1,189.52
LOB: Auto										
Coverage: AUTO Property Damage										
Barrett, Jasmine	079910-02901				2,426.00	311.38	0.00	0.00	0.00	2,737.38
Tuskan, Shawn	079910-03001				1,784.56	168.50	0.00	0.00	0.00	1,953.06
Coverage Subtotals	0	2	0	0	4,210.56	479.88	0.00	0.00	0.00	4,690.44
LOB Subtotal	0	2	0	0	4,210.56	479.88	0.00	0.00	0.00	4,690.44
LOB: CYBERSUITE										
Coverage: CyberSuite Computer Attack										
Stafford MSD	079910-02801				4,922.00	0.00	0.00	0.00	0.00	4,922.00
Coverage Subtotals	0	1	0	0	4,922.00	0.00	0.00	0.00	0.00	4,922.00
LOB Subtotal	0	1	0	0	4,922.00	0.00	0.00	0.00	0.00	4,922.00

Grand Total for Enterprise

Claim Counts				Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
Open	Closed	Denied	No Status						
0	5	0	0	10,212.08	589.88	0.00	0.00	0.00	10,801.96

Claim counts reflect total number of unique claim ID's.

Claim Detail by Program Year - PY9

Summary of all Transactions for Claims with a DOL in Period 09-01-2020 to 08-31-2021

Claim Statuses as of 05-31-2021

Property Casualty Alliance of Texas

Stafford MSD

Line of Business / Coverage	Open	Closed	Denied	No Status	Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
LOB: Auto										
Coverage: AUTO Property Damage										
Chiang, Chishiun	079910-03101				1,739.61	105.00	0.00	0.00	0.00	1,844.61
Coverage Subtotals	0	1	0	0	1,739.61	105.00	0.00	0.00	0.00	1,844.61
LOB Subtotal	0	1	0	0	1,739.61	105.00	0.00	0.00	0.00	1,844.61

Grand Total for Enterprise

Claim Counts				Loss Payments	Expense Payments	Loss Reserves	Expense Reserves	Indemnity Recoveries	Total Incurred
Open	Closed	Denied	No Status						
0	1	0	0	1,739.61	105.00	0.00	0.00	0.00	1,844.61

Claim counts reflect total number of unique claim ID's.

EXHIBIT II
PROPERTY

Number	Building	Bldg #	Address	City	Zip Code	Const	# Story	YR Built	Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Source	Building Value	Contents Value	Total Value
079-910	Old Administration	1A	1625 Staffordshire Drive	Stafford	77477	MNC	1	1983		YES	8,152	\$ 188.97	30%		\$ 1,540,495	\$ 462,149	\$ 2,002,644
079-910	High School - Middle School Main	1B	1625 Staffordshire Drive	Stafford	77477	MNC	2	1983		YES	324,260	\$ 181.00	23%		\$ 58,691,165	\$ 13,498,968	\$ 72,190,133
079-910	High School - Middle School Gyms	1C	1625 Staffordshire Drive	Stafford	77477	MNC	1	1983		YES	88,576	\$ 164.87	15%		\$ 14,603,210	\$ 2,190,482	\$ 16,793,692
079-910	Primary - Elementary Main / Cafeteria	1D	1625 Staffordshire Drive	Stafford	77477	MNC	1	1983		YES	184,223	\$ 169.46	20%		\$ 31,219,344	\$ 6,243,869	\$ 37,463,213
079-910	High School Field House / Concession Stand	1E	1625 Staffordshire Drive	Stafford	77477	MNC	1	1983		YES	12,982	\$ 154.98	15%		\$ 2,011,987	\$ 301,798	\$ 2,313,785
079-910	Boiler House / Chiller Plant	1F	1625 Staffordshire Drive	Stafford	77477	MNC	1	1983			3,888	\$ 117.82	40%		\$ 458,085	\$ 183,234	\$ 641,319
079-910	New Stafford Administration	1G	1633 Staffordshire Road	Stafford	77477	MFR	2	2020	2020	YES	30,874	\$ 241.75	30%		\$ 7,463,866	\$ 2,239,160	\$ 9,703,026
079-910	Trailer/Bus Barn Office (Contents Only)		1625 Staffordshire Drive	Stafford	77477	Frame	1	2009			1,957				\$ -	\$ 15,000	\$ 15,000
079-910	Football Field - Bleachers - Home - 240' by 16 rows		1625 Staffordshire Drive	Stafford	77477										\$ 384,000	\$ -	\$ 384,000
079-910	Football Field - Bleachers - Visitor - 240' by 16 rows		1625 Staffordshire Drive	Stafford	77477										\$ 384,000	\$ -	\$ 384,000
079-910	Football Field - Pressbox - 10 x 72		1625 Staffordshire Drive	Stafford	77477	Frame	1				720	\$ 40.00			\$ 28,800	\$ -	\$ 28,800
079-910	Football Field - Poles (4) / Lights (88)		1625 Staffordshire Drive	Stafford	77477										\$ 117,600	\$ -	\$ 117,600
079-910	Football Field - 8 Lane Synthetic Track		1625 Staffordshire Drive	Stafford	77477										\$ 150,000	\$ -	\$ 150,000
079-910	Football Field - Ticket Booth - 9 x 12		1625 Staffordshire Drive	Stafford	77477	MNC	1				108	\$ 40.00			\$ 4,320	\$ -	\$ 4,320
079-910	Baseball - Bleacher - 30' by 10 rows		1625 Staffordshire Drive	Stafford	77477										\$ 13,000	\$ -	\$ 13,000
079-910	Baseball - Bleacher - 30' by 10 rows		1625 Staffordshire Drive	Stafford	77477										\$ 13,000	\$ -	\$ 13,000
079-910	Baseball - Poles (6) / Lights (63)		1625 Staffordshire Drive	Stafford	77477										\$ 103,800	\$ -	\$ 103,800
079-910	Baseball - Pressbox / Concession - 20 x 30		1625 Staffordshire Drive	Stafford	77477	Frame	2				600	\$ 35.00			\$ 21,000	\$ -	\$ 21,000
079-910	Baseball - Dugout - 9 x 48		1625 Staffordshire Drive	Stafford	77477	MNC	1				432	\$ 30.00			\$ 12,960	\$ -	\$ 12,960
079-910	Baseball - Dugout - 9 x 48		1625 Staffordshire Drive	Stafford	77477	MNC	1				432	\$ 30.00			\$ 12,960	\$ -	\$ 12,960
079-910	Baseball - Shed (Metal) - 8 x 40		1625 Staffordshire Drive	Stafford	77477	NC	1				320	\$ 25.00			\$ 8,000	\$ -	\$ 8,000
079-910	Baseball - Scoreboard		1625 Staffordshire Drive	Stafford	77477										\$ 6,000	\$ -	\$ 6,000
079-910	Softball - Bleacher 27' by 5 rows		1625 Staffordshire Drive	Stafford	77477										\$ 5,850	\$ -	\$ 5,850
079-910	Softball - Bleacher 27' by 5 rows		1625 Staffordshire Drive	Stafford	77477										\$ 5,850	\$ -	\$ 5,850
079-910	Softball - Poles (6) / Lights (26)		1625 Staffordshire Drive	Stafford	77477										\$ 81,600	\$ -	\$ 81,600
079-910	Softball - Pressbox / Concession - 12 x 24		1625 Staffordshire Drive	Stafford	77477	Frame	2				576	\$ 32.50			\$ 18,720	\$ -	\$ 18,720
079-910	Softball - Dugout - 7 x 30		1625 Staffordshire Drive	Stafford	77477	MNC	1				210	\$ 30.00			\$ 6,300	\$ -	\$ 6,300
079-910	Softball - Dugout - 7 x 30		1625 Staffordshire Drive	Stafford	77477	MNC	1				210	\$ 30.00			\$ 6,300	\$ -	\$ 6,300
079-910	Softball - Scoreboard		1625 Staffordshire Drive	Stafford	77477										\$ 6,000	\$ -	\$ 6,000
079-910	Band Tower in Football Stadium Parking Lot		1625 Staffordshire Drive	Stafford	77477	NC	2	2014							\$ 22,500	\$ -	\$ 22,500
079-910	Intermediate School Main	2A	1625 Staffordshire Drive	Stafford	77477	MNC	1	2000			78,660	\$ 170.37	20%		\$ 13,401,580	\$ 2,680,316	\$ 16,081,896
079-910	Maintenance / Operations / Warehouse	3A	1625 Staffordshire Drive	Stafford	77477	MNC	1	2012			7,344	\$ 123.00	40%		\$ 903,304	\$ 361,322	\$ 1,264,626
079-910	Agriculture Barn	4A	1900 Scanlin Road	Stafford	77477	NC	1	1983			3,486	\$ 35.43	5%		\$ 123,523	\$ 6,176	\$ 129,699
079-910	Agriculture Pens		1900 Scanlin Road	Stafford	77477	Frame	1	2011			928	\$ 30.00	5%		\$ 27,840	\$ 1,392	\$ 29,232
079-910	Football Field - Synthetic Turf		1625 Staffordshire Drive	Stafford	77477			2015							\$ 700,000	\$ -	\$ 700,000
079-910	Stafford Middle School	5A	1424 Constitution Ave	Stafford	77477	MFR	3	2020	2020	YES	141,691	\$ 218.16	18%		\$ 30,911,628	\$ 5,564,093	\$ 36,475,721
Totals															\$ 163,468,587	\$ 33,747,959	\$ 197,216,546

District	Member #	Vehicle #	YR	Make	Model	Vin	ClassX	CostNew	Comp Ded	Coll Ded	District Unit #	Department
Stafford MSD	079-910	1	2002	Thomas	BUS	6264	618300	\$56,000	\$1,000	\$1,000	13	TXPT
Stafford MSD	079-910	2	2007	International	BUS	8792	618300	\$87,330	\$1,000	\$1,000	82	TXPT
Stafford MSD	079-910	3	2009	International	BUS	5341	681300	\$87,330	\$1,000	\$1,000	83	TXPT
Stafford MSD	079-910	4	2005	International	BUS	9785	618300	\$66,988	\$1,000	\$1,000	223	TXPT
Stafford MSD	079-910	5	2005	International	BUS	9784	618300	\$66,988	\$1,000	\$1,000	224	TXPT
Stafford MSD	079-910	6	2002	Thomas	BUS	5886	618400	\$56,000	\$1,000	\$1,000	154	TXPT
Stafford MSD	079-910	7	2012	International	BUS	7489	618400	\$93,712	\$1,000	\$1,000	161	TXPT
Stafford MSD	079-910	8	2012	International	BUS	7491	618400	\$93,712	\$1,000	\$1,000	163	TXPT
Stafford MSD	079-910	9	2012	International	BUS	7494	618400	\$93,712	\$1,000	\$1,000	166	TXPT
Stafford MSD	079-910	10	2001	Thomas	BUS	9799	618400	\$53,288	\$1,000	\$1,000	176	TXPT
Stafford MSD	079-910	11	2012	International	BUS	7487	618400	\$91,312	\$1,000	\$1,000	200	TXPT
Stafford MSD	079-910	12	2012	International	BUS	7498	618400	\$93,712	\$1,000	\$1,000	201	TXPT
Stafford MSD	079-910	13	2012	International	BUS	7495	618400	\$91,312	\$1,000	\$1,000	202	TXPT
Stafford MSD	079-910	14	2007	International	BUS	8591	618400	\$83,443	\$1,000	\$1,000	215	TXPT
Stafford MSD	079-910	15	2007	International	BUS	8620	618400	\$83,443	\$1,000	\$1,000	216	TXPT
Stafford MSD	079-910	16	2007	International	BUS	8595	618400	\$83,443	\$1,000	\$1,000	217	TXPT
Stafford MSD	079-910	17	2007	International	BUS	8594	618400	\$83,443	\$1,000	\$1,000	218	TXPT
Stafford MSD	079-910	18	2007	International	BUS	8590	618400	\$83,443	\$1,000	\$1,000	219	TXPT
Stafford MSD	079-910	19	2007	International	BUS	8637	618400	\$83,443	\$1,000	\$1,000	220	TXPT
Stafford MSD	079-910	20	2007	International	BUS	8619	618400	\$83,443	\$1,000	\$1,000	221	TXPT
Stafford MSD	079-910	21	2007	International	BUS	8621	618400	\$83,443	\$1,000	\$1,000	222	TXPT
Stafford MSD	079-910	22	2013	International	BUS	5885	618400	\$93,712	\$1,000	\$1,000	5075	TXPT
Stafford MSD	079-910	23	2013	International	BUS	5884	618400	\$93,712	\$1,000	\$1,000	5064	TXPT
Stafford MSD	079-910	24	2013	International	BUS	5882	618400	\$93,712	\$1,000	\$1,000	5059	TXPT
Stafford MSD	079-910	25	2013	International	BUS	5856	618400	\$93,712	\$1,000	\$1,000	5052	TXPT
Stafford MSD	079-910	26	2013	International	BUS	5864	618400	\$93,712	\$1,000	\$1,000	5058	TXPT
Stafford MSD	079-910	27	2013	International	BUS	5883	618400	\$93,712	\$1,000	\$1,000	5060	TXPT
Stafford MSD	079-911	28	2020	International	BUS	6733	618400	\$97,274	\$1,000	\$1,000	5080	TXPT
Stafford MSD	079-912	29	2020	International	BUS	8726	618400	\$96,794	\$1,000	\$1,000	5081	TXPT
Stafford MSD	079-913	30	2020	International	BUS	8721	618400	\$96,794	\$1,000	\$1,000	5082	TXPT
Stafford MSD	079-914	31	2021	International	BUS	6289	618400	\$108,286	\$1,000	\$1,000	5085	TXPT
Stafford MSD	079-915	32	2021	International	BUS	6291	618400	\$108,286	\$1,000	\$1,000	5086	TXPT
Stafford MSD	079-916	33	2021	International	BUS	6290	618400	\$108,286	\$1,000	\$1,000	5087	TXPT
Stafford MSD	079-910	34	2009	Chevy 3500	PU	8040	014990	\$31,922	\$1,000	\$1,000	90	FFA
Stafford MSD	079-910	35	1997	Ford F350	PU	6873	014990	\$23,932	\$1,000	\$1,000	994	Band
Stafford MSD	079-910	36	2009	Chevrolet 1500	PU	3099	014990	\$16,303	\$1,000	\$1,000	91	Operations
Stafford MSD	079-917	37	2017	Chevrolet Cargo	PU	1525	014990	\$60,293	\$1,000	\$1,000	5011	Band

District	Member #	Vehicle #	YR	Make	Model	Vin	ClassX	CostNew	Comp Ded	Coll Ded	District Unit #	Department
Stafford MSD	079-910	38	2000	Chevrolet Impala	SED	7296	739800	\$20,461	\$1,000	\$1,000	8	Operations
Stafford MSD	079-910	39	1997	Ford Crown Victoria	SED	3120	739800	\$19,159	\$1,000	\$1,000	9	Operations
Stafford MSD	079-910	40	2012	Chevrolet Impala	SED	5048	739800	\$18,918	\$1,000	\$1,000	5074	Operations
Stafford MSD	079-910	41	2009	Chevrolet Impala	SED	6407	739800	\$18,460	\$1,000	\$1,000	94	TXPT
Stafford MSD	079-919	42	2020	Chevrolet Malibu	SED	6261	739800	\$19,893	\$1,000	\$1,000	5013	TXPT
Stafford MSD	079-910	43	2012	Chevrolet Suburban	SUV	2450	014990	\$32,573	\$1,000	\$1,000	5010	TXPT
Stafford MSD	079-910	44	2000	Chevrolet Suburban	SUV	7560	014990	\$29,620	\$1,000	\$1,000	12	Operations
Stafford MSD	079-910	45	2009	Chevrolet Suburban	SUV	9473	014990	\$30,249	\$1,000	\$1,000	5092	TXPT
Stafford MSD	079-910	46	2009	Chevrolet Suburban	SUV	9514	014990	\$30,447	\$1,000	\$1,000	5093	TXPT
Stafford MSD	079-920	47	2019	Chevrolet Suburban	SUV	5631	014990	\$45,127	\$1,000	\$1,000	5095	TXPT
Stafford MSD	079-910	48	2007	Four Star	TRLR	7985	694990	\$16,186	\$1,000	\$1,000	963	FFA
Stafford MSD	079-910	49	2008	Flat Bed Trailer	TRLR	2013	694990	\$2,468	\$1,000	\$1,000	965	FFA
Stafford MSD	079-910	50	1996	Trailer 1111	TRLR	1925	694990	\$2,500	\$1,000	\$1,000		FFA
Stafford MSD	079-910	51	1998	Band Trailer- Blk	TRLR	9748	694990	\$10,000	\$1,000	\$1,000		Band
Stafford MSD	079-910	52	2008	Band Trailer	TRLR	3332	694990	\$2,468	\$1,000	\$1,000		Band
Stafford MSD	079-910	53	1998	Chevrolet	VAN	9869	014990	\$18,000	\$1,000	\$1,000	16	Operations
Stafford MSD	079-910	54	2012	Chevrolet	VAN	6247	014990	\$18,188	\$1,000	\$1,000	5019	Operations
Stafford MSD	079-918	55	2019	Ford Transit	VAN	0714	014990	\$37,235	\$1,000	\$1,000	5012	TXPT
Stafford MSD		56	2018	Trailer Featherlite	TRLR	7393		\$13,840	\$1,000	\$1,000		FFA

\$3,395,174

After a thorough review of our assets, it has been determined that the following items are not present and can be removed from inventory.

Stafford MSD	079-910	42	1989	Chevrolet	SED	5612	739800	\$5,000	\$1,000	\$1,000	993	
Stafford MSD	079-910	51	1987	Trailer 1111	TRLR	5036	694990	\$2,135	\$1,000	\$1,000		FFA
Stafford MSD	079-910	56	1998	Chevrolet	VAN	8389	014990	\$18,000	\$1,000	\$1,000	19	Operations
Stafford MSD	079-910	57	2000	Chevrolet	VAN	6033	014990	\$18,972	\$1,000	\$1,000	15	Operations

District	Member #	Vehicle #	YR	Make	Model	Vin	ClassX	CostNew	Comp Ded	Coll Ded	District Unit #
Stafford MSD	079-910	1	2002	Thomas	BUS	6264	618300	\$56,000	\$1,000	\$1,000	13
Stafford MSD	079-910	2	2007	International	BUS	8792	618300	\$87,330	\$1,000	\$1,000	82
Stafford MSD	079-910	3	2009	International	BUS	5341	681300	\$87,330	\$1,000	\$1,000	83
Stafford MSD	079-910	4	2005	International	BUS	9785	618300	\$66,988	\$1,000	\$1,000	223
Stafford MSD	079-910	5	2005	International	BUS	9784	618300	\$66,988	\$1,000	\$1,000	224
Stafford MSD	079-910	6	2002	Thomas	BUS	5886	618400	\$56,000	\$1,000	\$1,000	154
Stafford MSD	079-910	7	2012	International	BUS	7489	618400	\$93,712	\$1,000	\$1,000	161
Stafford MSD	079-910	8	2012	International	BUS	7491	618400	\$93,712	\$1,000	\$1,000	163
Stafford MSD	079-910	9	2012	International	BUS	7494	618400	\$93,712	\$1,000	\$1,000	166
Stafford MSD	079-910	10	2001	Thomas	BUS	9799	618400	\$53,288	\$1,000	\$1,000	176
Stafford MSD	079-910	11	2012	International	BUS	7487	618400	\$91,312	\$1,000	\$1,000	200
Stafford MSD	079-910	12	2012	International	BUS	7498	618400	\$93,712	\$1,000	\$1,000	201
Stafford MSD	079-910	13	2012	International	BUS	7495	618400	\$91,312	\$1,000	\$1,000	202
Stafford MSD	079-910	14	2007	International	BUS	8591	618400	\$83,443	\$1,000	\$1,000	215
Stafford MSD	079-910	15	2007	International	BUS	8620	618400	\$83,443	\$1,000	\$1,000	216
Stafford MSD	079-910	16	2007	International	BUS	8595	618400	\$83,443	\$1,000	\$1,000	217
Stafford MSD	079-910	17	2007	International	BUS	8594	618400	\$83,443	\$1,000	\$1,000	218
Stafford MSD	079-910	18	2007	International	BUS	8590	618400	\$83,443	\$1,000	\$1,000	219
Stafford MSD	079-910	19	2007	International	BUS	8637	618400	\$83,443	\$1,000	\$1,000	220
Stafford MSD	079-910	20	2007	International	BUS	8619	618400	\$83,443	\$1,000	\$1,000	221
Stafford MSD	079-910	21	2007	International	BUS	8621	618400	\$83,443	\$1,000	\$1,000	222
Stafford MSD	079-910	22	2013	International	BUS	5885	618400	\$93,712	\$1,000	\$1,000	5075
Stafford MSD	079-910	23	2013	International	BUS	5884	618400	\$93,712	\$1,000	\$1,000	5064
Stafford MSD	079-910	24	2013	International	BUS	5882	618400	\$93,712	\$1,000	\$1,000	5059
Stafford MSD	079-910	25	2013	International	BUS	5856	618400	\$93,712	\$1,000	\$1,000	5052
Stafford MSD	079-910	26	2013	International	BUS	5864	618400	\$93,712	\$1,000	\$1,000	5058
Stafford MSD	079-910	27	2013	International	BUS	5883	618400	\$93,712	\$1,000	\$1,000	5060

District	Member #	Vehicle #	YR	Make	Model	Vin	ClassX	CostNew	Comp Ded	Coll Ded	District Unit #
Stafford MSD	079-911	28	2020	International	BUS	6733	618400	\$97,274	\$1,000	\$1,000	5080
Stafford MSD	079-912	29	2020	International	BUS	8726	618400	\$96,794	\$1,000	\$1,000	5081
Stafford MSD	079-913	30	2020	International	BUS	8721	618400	\$96,794	\$1,000	\$1,000	5082
Stafford MSD	079-914	31	2021	International	BUS	6289	618400	\$108,286	\$1,000	\$1,000	5085
Stafford MSD	079-915	32	2021	International	BUS	6291	618400	\$108,286	\$1,000	\$1,000	5086
Stafford MSD	079-916	33	2021	International	BUS	6290	618400	\$108,286	\$1,000	\$1,000	5087
Stafford MSD	079-910	34	2009	Chevy 3500	PU	8040	014990	\$31,922	\$1,000	\$1,000	90
Stafford MSD	079-910	35	1997	Ford F350	PU	6873	014990	\$23,932	\$1,000	\$1,000	994
Stafford MSD	079-910	36	2009	Chevrolet 1500	PU	3099	014990	\$16,303	\$1,000	\$1,000	91
Stafford MSD	079-917	37	2017	Chevrolet Cargo	PU	1525	014990	\$60,293	\$1,000	\$1,000	5011
Stafford MSD	079-910	38	2000	Chevrolet Impala	SED	7296	739800	\$20,461	\$1,000	\$1,000	8
Stafford MSD	079-910	39	1997	Victoria	SED	3120	739800	\$19,159	\$1,000	\$1,000	9
Stafford MSD	079-910	40	2012	Chevrolet Impala	SED	5048	739800	\$18,918	\$1,000	\$1,000	5074
Stafford MSD	079-910	41	2009	Chevrolet Impala	SED	6407	739800	\$18,460	\$1,000	\$1,000	94
Stafford MSD	079-910	42	1989	Chevrolet	SED	5612	739800	\$5,000	\$1,000	\$1,000	993
Stafford MSD	079-919	43	2020	Chevrolet Malibu	SED	6261	739800	\$19,893	\$1,000	\$1,000	5013
Stafford MSD	079-910	44	2012	Suburban	SUV	2450	014990	\$32,573	\$1,000	\$1,000	5010
Stafford MSD	079-910	45	2000	Suburban	SUV	7560	014990	\$29,620	\$1,000	\$1,000	12
Stafford MSD	079-910	46	2009	Suburban	SUV	9473	014990	\$30,249	\$1,000	\$1,000	5092
Stafford MSD	079-910	47	2009	Suburban	SUV	9514	014990	\$30,447	\$1,000	\$1,000	5093
Stafford MSD	079-920	48	2019	Suburban	SUV	5631	014990	\$45,127	\$1,000	\$1,000	5095
Stafford MSD	079-910	49	2007	Four Star	TRLR	7985	694990	\$16,186	\$1,000	\$1,000	963
Stafford MSD	079-910	50	2008	Flat Bed Trailer	TRLR	2013	694990	\$2,468	\$1,000	\$1,000	965
Stafford MSD	079-910	51	1987	Trailer 1111	TRLR	5036	694990	\$2,135	\$1,000	\$1,000	
Stafford MSD	079-910	52	1996	Trailer 1111	TRLR	1925	694990	\$2,500	\$1,000	\$1,000	
Stafford MSD	079-910	53	1998	Trailer 1111	TRLR	3728	694990	\$10,000	\$1,000	\$1,000	
Stafford MSD	079-910	54	2008	Band Trailer	TRLR	2013	694990	\$2,468	\$1,000	\$1,000	

EXHIBIT III
VEHICLE

District	Member #	Vehicle #	YR	Make	Model	Vin	ClassX	CostNew	Comp Ded	Coll Ded	District Unit #
Stafford MSD	079-910	55	1998	Chevrolet	VAN	9869	014990	\$18,000	\$1,000	\$1,000	16
Stafford MSD	079-910	56	1998	Chevrolet	VAN	8389	014990	\$18,000	\$1,000	\$1,000	19
Stafford MSD	079-910	57	2000	Chevrolet	VAN	6033	014990	\$18,972	\$1,000	\$1,000	15
Stafford MSD	079-910	58	2012	Chevrolet	VAN	6247	014990	\$18,188	\$1,000	\$1,000	5019
Stafford MSD	079-918	59	2019	Ford Transit	VAN	0714	014990	\$37,235	\$1,000	\$1,000	5012

\$3,425,441



SMSD

Stafford Municipal School District
"The Best Little School District in Texas"

SMSD 21-0015

Request for Proposals

Property, Liability and Automobile Coverage

APPENDIX A - ATTACHMENTS

Name of Company Submitting Proposal: _____

TABLE OF CONTENTS

Items below are components which comprise this bid/proposal package. Respondents are asked to review the proposal document and attachments package to be sure that all applicable parts are included. If any portion of the package is missing, please notify SMSD immediately.

This attachment package must be completed, executed, and dated by the authorized proposer and must be included with your proposal at the time of submission.

Attachments:

- Execution of Offer
- Conflict of Interest Questionnaire
- Certificate of Interested Parties – Form 1295
- IRS Form W-9
- Proposer Certifications
- Felony Conviction Notice Form
- Antitrust Certification Statement

Add this item if it deals with student contact

1. SB9 Contractor Certification Form: Contractor Employees (Varies)
2. SB9 Contractor Certification Form: Subcontractor (Varies)

EXECUTION OF OFFER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this RFQ and the Agreement and certifies:

1. It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Proposer acknowledges that SMSD will rely on such statements, information, and representations in selecting the successful Proposer(s).
4. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
5. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. Submission of a proposal indicates the Proposer's acceptance of the evaluation technique and the Proposer's recognition that some subjective judgments may be made by SMSD and its membership as part of the evaluation.
7. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by SMSD if not otherwise noted in the proposal.
8. The individual signing below has authority to enter into this on behalf of Proposer.
9. Proposer acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by SMSD.
10. This Agreement is subject to purchase orders duly authorized and executed by SMSD.

CORPORATE NAME:	
AUTHORIZED SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
ADDRESS:	
CITY, STATE, ZIP CODE:	
PHONE/FAX:	
EMAIL ADDRESS:	
WEBSITE URL:	

This Section to be Completed by SMSD

Contract Number: _____ Term of Contract _____ to _____

Approved by Stafford Municipal School District:

Authorized SMSD Representative

Board Approval Date

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Stafford Municipal School District (SMSD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with SMSD or who seeks to do business with SMSD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of SMSD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of SMSD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of SMSD.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)*.

“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. *Texas Local Government Code 176.001(3)*.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a)*.

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)*.

- **SMSD Board of Trustees and Superintendent include:**

Mr. Christopher Caldwell	Ms. Alicia Lacy-Castille
Ms. Dawn Reichling	Mr. Greg Holsapple
Mr. Ash Hamirani	Mr. Manuel Hinojosa
Ms. Jacqueline Jean-Baptiste	Dr. Robert Bostic, Superintendent

- **Current local government officers include, but are not limited to:**

Marva Rasberry, Chief Innovations Officer
Dr. Kadir Almus, Chief Academic Officer
Dr. Dawn Dubose, Chief of Schools
Dedrea Norman, Chief Financial Officer

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 40px;">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?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____ Date</p>	

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.

SMSD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

SMSD 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 SMSD 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 SMSD at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom SMSD contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) 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 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert “Stafford Municipal School District”
 - In Section 3, insert the SMSD SMSD/RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed Form 1295 by **attaching the form to your statement of qualifications/proposal.**

SMSD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by SMSD. After SMSD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from SMSD.

Request for Taxpayer Identification Number and Certification

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

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

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 one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Other (see instructions) ▶ _____	
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								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td></td> <td></td> <td></td> </tr> </table>					-			
-								

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.

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.

**STAFFORD MUNICIPAL SCHOOL DISTRICT
PROPOSER/VENDOR CERTIFICATION FORMS**

CERTIFICATION OF RESIDENCY

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for SMSD to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non-resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting bid is a **resident bidder**:

Yes

No

City and state of vendor's principal place of business:

SMSD SUPPLIER DIVERSITY PROGRAM – REQUIRED FORM

SMSD's supplier diversity program ensures that the District shall use its best efforts to inform small, women-owned, and minority-owned businesses of current and future purchasing activities. Pursuant to SMSD Board Policy CH (Local), the District shall encourage the participation of these businesses in purchasing of all goods and services. All solicitations issued by the District shall include this supplier diversity program form that is to be completed and submitted with the bid response.

If possible, the District shall attain 25 percent of its professional goods and services from small, women-owned, and minority-owned businesses.

In addition, the District shall make every effort to purchase goods and services from Stafford-owned businesses.

The following definitions shall apply:

- A "small business" shall be defined as a business entity that is independently owned and operated and is not dominant in its field of operation. The business shall employ fewer than 50 employees and/or shall have less than \$3 million in annual business volume from this local operation.
- A "minority business" shall be a business entity that is at least 51 percent owned by one or more minority individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals and whose management and daily business operations are controlled by one or more of the minority individuals who own the entity. Minority individuals shall mean residents of the United States who are members of the following groups: African Americans, Hispanics, American Indians, Asian Americans, Alaska natives, or Pacific Islanders.
- A "woman business enterprise" shall mean a business entity that follows the same guidelines as a minority business but that is at least 51 percent owned by one or more women, or in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more women who own the entity.

Vendor certifies that it has the following supplier diversity classification(s):

- Vendor certifies that it is a small business as defined above: Yes No
Vendor certifies that it is a minority business as defined above: Yes No
Vendor certifies that it is a woman business enterprise as defined above: Yes No

If Vendor is MWBE and/or HUB certified, please include a copy of the certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

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, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

_____ Initials of Authorized Representative of Vendor, if applicable

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by SMSD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by SMSD, SMSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by SMSD, SMSD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. SMSD also reserve the right to terminate the contract immediately, with written notice to vendor, for convenience, if SMSD believes, in its sole discretion that it is in the best interest of SMSD to do so. The vendor will be compensated for work performed and accepted and goods accepted by SMSD as of the termination date if the contract is terminated for convenience of SMSD. Any award under this procurement process is not exclusive and SMSD reserves the right to purchase goods and services from other vendors when it is in the best interest of SMSD.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by SMSD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all

prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by SMSD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by SMSD, the vendor certifies that during the term of an award for all contracts by SMSD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 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 awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by SMSD, the vendor certifies that during the term of an award for all contracts by SMSD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by SMSD, the vendor certifies that during the term of an award for all contracts by SMSD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by SMSD, the vendor certifies that during the term of an award for all contracts by SMSD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to SMSD if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. SMSD may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless SMSD knows the certification is erroneous.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by SMSD, the vendor certifies that during the term and after the awarded term of an award for all contracts by SMSD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by 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 agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (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 contract, grant, loan, or cooperative agreement, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

- (J) Procurement of Recovered Materials – When federal funds are expended by SMSD, SMSD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended SMSD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**REQUIRED AFFIRMATIVE STEPS FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR
CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.321**

When federal funds are expended by SMSD, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by SMSD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by SMSD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by SMSD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor 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.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

**STAFFORD MUNICIPAL SCHOOL DISTRICT
FELONY CONVICTION NOTICE FORM**

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement 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 the agreement 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”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

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

Contractor’s Name/Company Name: _____

Authorized Official’s Name (Printed or Typed): _____

You must select one and sign below:

- Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _____ Detail
of Conviction(s): _____

(Attach additional pages if necessary.)

Signature of Company Official: _____

Date: _____

STAFFORD MUNICIPAL SCHOOL DISTRICT

ANTITRUST CERTIFICATION STATEMENT

(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Contractor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

SB 9 Contractor Certification: Contractor Employees

(As applicable)

Background: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain **criminal history records on covered employees**. Covered employees **with disqualifying criminal histories are prohibited from serving at a school district**. Contractors must certify to SMSD that they have complied and must obtain similar certifications from their subcontractors. *See SB 9 Contractor Certification: Subcontractor attachment.* The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety’s Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. SMSD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee’s duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor’s employees from interacting with students or entering areas used by students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by SMSD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

- For employees hired by Contractor before January 1, 2008—Any law enforcement or criminal justice agency;
- For employees hired by Contractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of _____ (“Contractor”), I, the undersigned authorized signatory for Contractor, certify to Stafford Municipal School District (“SMSD”) that [check one]:

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

Or

[] Some or all of Contractor’s employees are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify

SMSD in writing within 3 business days.

- (3) Upon request, Contractor will provide SMSD with the name and any other requested information of covered employees so that SMSD may obtain criminal history record information on the covered employees.

If SMSD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at SMSD locations.

I also certify to SMSD on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Title

Date

SB 9 Contractor Certification: Subcontractor

(As applicable)

Background: Texas Education Code Chapter 22 requires entities that contract with **school district contractors to obtain criminal history records regarding covered employees**. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to SMSD and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

Definitions:

Covered employees: Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. SMSD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

Public Works Exception to Covered Employees: Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by SMSD; (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with _____ ("Contractor"), to provide services in connection with the contract between Stafford Municipal School District ("SMSD") and Contractor. I, the authorized signatory for Subcontractor, certify to SMSD and Contractor that [check one]

None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify SMSD in writing within 3 business days.
- (3) Upon request, Subcontractor will provide SMSD with the name and any other requested information of covered employees so that SMSD may obtain criminal history record information on the covered employees.

If SMSD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at SMSD locations.

I also certify to SMSD and Contractor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature	Title	Date