

Santa Fe Independent School District

Request for Proposals

RFP #22-230011

Property/Casualty Insurance

NOTICE REGARDING SUBMISSION OF RESPONSE TO THIS RFP

The District recommends you either hand deliver the RFP response to the Business Services Office at the following address:

Santa Fe ISD Business Services Department

P.O. Box 370

Santa Fe, Texas 77510

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

Proposals submitted via the U. S. Postal Service are to be mailed to:

Santa Fe ISD Business Services Department

P.O. Box 370

Santa Fe, Texas 77510

Proposals received at the Santa Fe ISD Business Services Department after the time and date specified will not be considered and will be filed unopened. The district shall not be held liable for late proposals.

NOTE:

Delivery of Proposal envelope to other Departments within the Santa Fe Independent School District is not considered as delivery to the Business Services Department. You may mail the response in time, but it may not be received in the Business Services Office in a timely fashion, and therefore will be rejected.

Oral, e-mail, or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX YOUR SUBMISSION.**

SUBMIT ONE ORIGINAL, TWO COPIES, AND ONE (1) ELECTRONIC COPY (Flash Drive– no email) OF PROPOSAL.

RESTRICTED CONTACT PERIOD

"Restricted Contact Period" shall mean a prohibition on any communication during the solicitation, evaluation and award process regarding this RFP, between a. Any person who seeks an award from the District or its affiliated entities including a potential Proposer or Proposer's representative; and b. Any Board member, the Superintendent, senior staff member, principal, department head, director, manager or other District employee who has influence in the evaluation or selection process.

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2.0 INSTRUCTIONS TO PROPOSERS

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

Issuance (Public Notices)	February 24, 2023 and February 28, 2023
Deadline for Questions	March 1, 2023
Response to Questions/Addendum (#1)	March 2, 2023
Proposal Due Dates	March 6, 2023 By 2:00PM
Consideration of Board Approval	Tentative March , 2023
Effective Date	Tentative March , 2023

2.2. DISCUSSIONS / NEGOTIATIONS

The District's Business Services Department and key representatives and proposers may enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, SFISD reserves the right to award a contract without discussions/ negotiations. The competitive range and responsiveness of the proposal submitted will be determined by SFISD's Purchasing Specialist and the evaluation will include only those initial proposals that the Purchasing Specialist determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal.

2.3. QUESTIONS

Questions and requests for additional information, omissions, or corrections requested shall be sent to the Business Services Department in writing by **March 1, 2023 by 2:00 pm** You may e-mail this information to Bryan.Holliday@sfisd.org. Requests for information/interpretation must be received on or before the date indicated above. Only questions answered by formal posted written addenda will be binding.

2.4. TEXAS PUBLIC INFORMATION ACT

Santa Fe Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this Solicitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form – **See Required Forms**. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

2.5. CONFIDENTIAL & PROPRIETARY INFORMATION DECLARATION

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form – See Required Forms. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form – **See Required Forms**, proposers grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public

Information Act, Texas Government Code Chapter 552. In the event a proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.

2.6. WITHDRAWAL OF PROPOSAL

Subject to the restrictions discussed below, the District will consider a WRITTEN request from any Proposer that the Proposer be allowed to withdraw any proposal submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR PROPOSAL SUBMISSION as stated in the Notice of Invitation to Proposal included with this Proposal Invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate his/her title along with his/her signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the Notice of Proposal Invitation. Withdrawal of any proposal allowed by the District will require the completion and signature of a written receipt by the proposer's representative satisfactory to the management or staff of the District before the proposal will be released.

If a Proposer requests to withdraw a proposal and the District allows the withdrawal of the proposal, the Proposer may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in this RFP. If a Proposer resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the Proposer must initial all alterations made to any proposal document. All proposals in the possession of the District at the time proposals are due shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP.

2.7. EXCEPTIONS & DEVIATIONS

If any **exceptions** are taken to any portion of this RFP, the Proposer must clearly indicate the exception taken and include a full explanation on the **Deviation/Compliance Form (See Required Forms)**, or as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the proposer of the RFP as proposed by the District. The District reserves the right to reject an RFP containing exceptions, additions, qualifications or conditions.

2.8. PROPOSED CONTRACT DOCUMENT(S)

Proposer must include its *proposed contract* (if applicable) in its response to this RFP. Proposer shall also be prepared to submit the contract in WORD format per request by the District. The contract form should already have been used, and approved with other Texas school districts, other units of local government, and/or State Agencies. This RFP and the Proposer's response **shall be added** by reference as an addendum to the Contract.

2.9. LOBBYING

In order to ensure the integrity of the selection process, Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation to the Proposer's response, directly or indirectly, through any contact with school board members or other district official from the date this RFP is released until the award.

2.10. CONFLICT OF INTEREST

This RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of the District, is at any time while the RFP is in effect, an employee of any other party to the RFP in any capacity or a consultant to any other party of the RFP with respect to the subject matter of the RFP.

2.11. ASSIGNMENT / DELEGATION

No responsibility or obligation created by this contract shall be assigned or delegated by the firm

without written permission from the District. Any attempted assignment or delegation by the firm shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

2.12. TAX EXEMPTION STATUS:

Santa Fe ISD is exempt from and will not be responsible for payment of any taxes, federal excise taxes, state and local sales taxes and use taxes. In the event that taxes are imposed on the goods and/or services purchased, the district will not be responsible for payment of the taxes. The proposer shall absorb the taxes entirely. The district will supply tax exemption information upon request. Santa Fe ISD will not pay any taxes, fees, surcharges, or late payment charges incurred as result of billing errors by proposer regardless of any corporate policy, billing statement, tariff, or proposer contractual clause to the contrary.

2.13. AWARD/EVALUATION OF PROPOSALS

- a. The Santa Fe Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.
- b. The District reserves the right to award to a primary and/or secondary vendor, single proposer, multiple proposers, each line item separately or in any combination it determines to be in its best interest.
- c. Responses and offers must remain open for acceptance for a period of thirty (30) days subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
- d. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the District.

2.20 COLLUSION / DISQUALIFICATION

Proposer may be disqualified before or after Santa Fe ISD opens proposals upon evidence of collusion with the intent to defraud, upon evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage, upon evidence of debarment and suspension, or upon indebtedness to the District. Non-Responsive Proposals and deviations/exceptions stipulated in Proposer's response may also result in disqualification.

END OF SECTION

3.0 GENERAL TERMS AND CONDITIONS

3.1 TERMS AND CONDITIONS

In submitting an RFP, Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this RFP between the firm and the District. By submitting a RFP, each Proposer agrees to waive any claim it has or may have against the District arising out of or in connection with the administration, evaluation, or recommendation of any RFP; waiver of any requirements under the RFP Documents; acceptance or rejection of any RFPs; and award of Contracts, if any. The District may elect to issue subsequent proposals and approve additional firms for the same or similar items/services during the agreement period if it is determined to be in the best interest of the District.

3.2 COMPLIANCE WITH LAWS

Proposer and Santa Fe ISD shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations. All federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulation, including, EDGAR Certifications, are hereby integrated into this Contract.

Student Confidentiality

Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”). Any student information provided to awarded Contractor shall be provided in compliance with the requirements and exceptions outlined in FERPA. Contractor must comply with said law and regulations and safeguard student information. Contractor may not disclose student information to a third party without prior written consent from the parent or eligible student. Contractor must destroy any student information received from the District when no longer needed for provision of services to District.

3.3 CONFLICT OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a Contract if he or she has a real or apparent conflict of interest. *See* 2 C.F.R. § 200.318(c)(1). Santa Fe ISD officers, employees, and agents may not solicit nor accept gratuities, favors, or anything of monetary value from Proposers or parties to subcontracts. Santa Fe ISD maintains written standards covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. For more information regarding conflicts of interest, visit the district: Conflict of Interest policy is located: <https://pol.tasb.org/PolicyOnline?key=504>

3.4 TEXAS PUBLIC INFORMATION ACT (TPIA).

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

1. by Santa Fe ISD; [or]
2. for Santa Fe ISD and Santa Fe ISD
 - a. owns the information; [or]
 - b. has a right of access to the information; or
 - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or

3. by an individual officer or employee of Santa Fe ISD in the officer's or employee's official capacity and the information pertains to official business of the Santa Fe ISD.

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

3.5 RECORD RETENTION

Proposer shall preserve all records relating to this RFP and/or Contract for a period of seven (7) Santa Fe ISD fiscal years or for such longer period as may be required by law, after final payment relating to this project.

3.6 RIGHT TO AUDIT

Proposer shall maintain on a current basis complete books and records relating to this Agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Agreement. In addition, Proposer shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least seven (7) fiscal years from the completion of this Agreement. Proposer will permit District to audit all books, accounts or record relating to this Agreement or all books, accounts or record of any business entities controlled by Proposer that participated in this Agreement in any way. Any audit may be conducted on Proposer's premises or, at District's option; another location. Proposer shall provide all books and records within fifteen (15) days upon receipt of written notice from District.

3.7 ASSIGNMENT

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

3.8 TERMINATION

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

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

In the event of a material failure by the Contractor to provide services in accordance with the terms of this Request ("**default**"), the District may terminate the award upon ten (10) calendar days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the District. The termination will not be effective if the material failure is fully cured prior to the end of the ten-day period.

Termination by District will not relieve Contractor from liability for any default or breach under a resulting Agreement or any other act or omission of Contractor. If Contractor fails to cure any default within fifteen (15) calendar days after receiving written notice of the default, the District will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor, any and all reasonable expenses incurred in connection with the District's curative actions.

In the event the award is terminated, then within thirty (30) calendar days after termination, Contractor will reimburse the District for all fees paid by the District to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that the District did not receive from Contractor prior to termination.

3.9 DEFAULT AND REMEDIES

The Firm shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Firm fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP award be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience as provided herein.

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

3.10 GRATUITIES

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

3.11 FORCE MAJEURE

Neither Firm nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or

nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

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

3.12 CONTROLLING DOCUMENTS AND INTEGRATION

The Contract resulting from this solicitation consists of the RFP, including all Addenda, the Proposal submitted by Proposer that is satisfactory to the District, and accepted and awarded by the district, and the District's Contract form(s) which may include, but are not limited to, a written contract, an agreement letter, or a purchase order. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY PROPOSER FORM, PROPOSAL, OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE CONTRACT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES.**

To the extent that there is any conflict between or among the documents composing the Contract, the following hierarchy (from most to least authoritative) shall prevail: (i) the District's Contract forms (written contract, agreement letter, or purchase order as applicable); (ii) RFP as provided by the District and all Addenda; and (iii) any Proposal provisions submitted by Proposer and agreed to by the District.

3.13 FIXED TERM OF ENGAGEMENT PRICING

All pricing proposed shall be maximums and be fixed as a maximum rate for the term of the engagement subject to the allowance by the District for the firm to decrease rates at any time.

3.14 THIRD PARTY BENEFICIARIES

Nothing relating to this project shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this request.

3.15 INDEMNIFICATION AND HOLD HARMLESS

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

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

3.16 NON-APPROPRIATION OF FUNDS

Agreement and all Addenda shall be subject to all applicable federal, state and local laws, ordinances, and regulations, and shall be construed in accordance with the laws of the state of Texas. Customer will make reasonable effort to obtain and appropriate funds each fiscal year for payment of its contractual obligations. In the event that Customer does not appropriate funding for the next fiscal year for the services specified in the Addendum, then the affected Addendum shall terminate at the end of

the last fiscal year for which funding is appropriated. The rates and charges, terms and conditions of this Agreement are subject to the review and/or approval by the regulatory authorities of the state of Texas.

3.17 PAYMENT TERMS

Santa Fe ISD pays net 30 and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- a. Invoices are received at P.O. Box 370 Santa Fe TX 77510, or Accounts.Payable@sfsid.org
- b. Pricing on the invoice matches the agreed upon pricing
- c. Include a description of the goods or services provided, invoice number and any applicable cash discount.
- d. Quantities on the invoice do not exceed those specified
- e. Unique invoice number used for each billing
- f. Merchandise has been shipped or service performed.
- g. Description of goods and services on the invoice shall match those specified.

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

Orders will be placed as items are approved for purchase and funds become available.

Proposer agrees to pay any sub-Proposers the appropriate share of the payment received from Santa Fe ISD not later than the tenth (10th) day after the date Proposer receives the payment from Santa Fe ISD. The exceptions to payments made by Santa Fe ISD listed in Tex. Gov't Code Section 2251.002 shall apply to this Contract.

3.18 INVOICES:

Proposer's invoices **must** contain the appropriate Santa Fe ISD agreement number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the order number shown may be returned to the Proposer for correction. Corrected invoices will be subject to the same payment provisions as original invoices. A delay of payment may result if Proposer presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Proposer.

**Invoices are to be mailed for payment of, delivery to
Santa Fe ISD/Accounts Payable**

1. **P. O. Box 370
Santa Fe, TX 77510**
2. **or email to:**
Accounts.payable@sfsid.org

3.19 AMENDMENTS

No amendment of this Contract shall be permitted unless and until first approved in writing by Santa Fe ISD, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by the Superintendent or designee after any necessary approvals have been obtained from the Santa Fe ISD Board of Trustees.

3.20 GOVERNING LAW, JURISDICTION AND SERVICE OF PROCESS

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

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Galveston County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court.

3.21 ATTORNEY FEES

In connection with Santa Fe ISD's defense of any suit against it and/or Santa Fe ISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Contract, in which Santa Fe ISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, Santa Fe ISD shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action. Likewise, in connection with Proposer's defense of any suit against it and/or Proposer's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any Contract, in which Proposer prevails as to all or any portion of its defense(s), claims, counterclaims or actions, Proposer shall be entitled to recover its actual attorney's fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.

3.22 NOTIFICATION OF MATERIAL CHANGE

Proposer is required to notify Santa Fe ISD when any material change in operations occurs, including changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

3.23 WARRANTIES: PROPOSER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE CONTRACT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING CONTRACT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. PROPOSER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING CONTRACT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT'S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE CONTRACT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT'S PROCUREMENT DIRECTOR.

3.24 M/WBE PLAN

Women and minority owned businesses, and historically underutilized businesses (HUB), shall have equal access as compared to other vendors, to competitive bidding, competitive sealed proposals, and requests for proposals as defined by the Texas Education Code 44.031.

The term women or minority owned business shall mean a business in which at least 51 percent of the ownership and management is by minority group members or women owned, or in the case of a publicly owned business, at least 51 percent of the stock is owned and managed by minority group members or women, or as otherwise defined by federal law. Minority groups shall include African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans, or as otherwise defined by federal law.

END OF SECTION

SPECIFICATIONS & SCOPE OF SERVICES

Property/Casualty Insurance

General Information

General Conditions

- A. The Santa Fe Independent School District (**hereafter referred to as SFISD**) is requesting proposals for excess property & casualty insurance from qualified carriers/underwriting companies, consortiums and other groups of entities for the term period noted herein. This RFP is being completed in accordance with the Office of Attorney General – State of Texas Opinion No. JC-0205. **SFISD is not procuring brokerage services; however carriers are not prohibited from submitting proposals through outside agents or brokers.** Attached to this solicitation as Exhibit 1 is a Broker of Record Termination Letter which, if necessary, may be provided to insurance carriers in order to obtain quotes in response to this RFP. SFISD encourages and welcomes the participation of small, minority, and women owned firms in this solicitation. Additionally, the selected firm will be required to take all affirmative steps set forth in 2 CFR Part 200, where applicable.
- B. 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 bidaward.
- C. Proposers must submit one (1) original, two (2) copies, and one (1) electronic copy (flash drive).
- D. Proposals must be plainly marked on the outside of the envelope: **“SEALED PROPOSALS FOR RFP #22-230011 PROPERTY/CASUALTY INSURANCE.”**
- E. SFISD 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 the proposer that best serves the interests of the district. SFISD may negotiate with proposers as deemed advisable or necessary.
- F. All proposals must be submitted on the **Proposal Forms** attached hereto, in accordance with all specified conditions. All prices must be typed or plainly written in ink. Proposals written in pencil will not be accepted. The initial contract will be for a one (1) year period, beginning on March 1, 2023 and ending March 1, 2024. It will be renewable for four successive one (1) year periods based upon the same terms and conditions at the discretion of SFISD, subject to funding and Board approval. The contract shall be reviewed prior to renewal each and every year and any changes made by agreeing parties.
- G. Any restrictions, deviations or other modifications which either restrict or broaden coverage must be shown separately and explained in writing. Failure to attach any modifications or deviations to the specifications of this proposal will indicate your acceptance of the specifications as written.
- H. Proposers are required to submit specimen agreements/contracts that SFISD will be required to sign in order to participate in your program.
- I. 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. SFISD 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.
- J. Quotes shall be based on the underwriting information furnished by SFISD. Loss data is believed to be

correct but is not warranted.

K. In evaluating proposals, SFISD shall consider the following criteria contained in Section 44.031 (b) Texas Educ Code. All scores per criterion are as follows:

- **The purchase price-** Forty (40) points total.
- **The reputation of the vendor and of the vendor's goods or services-** Eighteen (18) points total.
- **The quality of the vendor's goods or services-** Fifteen (15) points total.
- **The extent to which the goods or services meet the district's needs-** Ten (10) points total.
- **The vendor's past relationship with the district-** Two (2) points total.
- **The total long-term cost to the district to acquire the vendor's goods or services-** Five (5) points total.
- **Any other relevant factor specifically listed in the Request for Proposal or Proposals-** Ten (10) points total.
- **Total possible points that can be tallied-** One Hundred (100) points total.

	EVALUATION CRITERIA	WEIGHT
1	The purchase price; a. The Annual Premium	40
2	The reputation of the vendor and of the vendor's goods or services; a. Service to like kind entities b. Length of time in industry c. Reference checks	18
3	The quality of the vendor's goods or services a. AM Best Minimum rating of A- = 3 points, A = 5, and A+ =7 b. Completeness and compliance to solicitation	15
4	The extent to which the goods or services meet the district's needs a. Complete response forms for all coverages being offered and include descriptions/documentation clearly describing services/plans offered and pricing	10
5	The vendor's past relationship with the district	2
6	The total long-term cost to the district to acquire the vendor's goods or services	5
7	Any other relevant factor specifically listed in the Request for Proposal or Proposals.	10

P r o p o s a l Format and Content

Proposers are required to provide information in their Proposals in the format outlined below. You may also provide any additional sales and engineering documentation you deem relevant to the service being provided.

<p>1. Executive Summary,</p>	<p>a. Cover Page/Letter of Transmittal - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description. State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).</p> <p>b. FIRM OVERVIEW - Define the overall structure of your firm to including:</p> <ol style="list-style-type: none"> 1. A descriptive background of your company's history; 2. Principal business location and any other service locations; 3. Primary line of business; 4. Length of time you have been selling proposed product(s) and/or providing proposed service(s) described in this document; 5. Number of locations and where proposed product/services are in use.
<p>2. Experience and Qualifications</p>	<p>Specify the number of years the Proposer has been in business. Identify the Proposer's qualifications to perform the services identified in this RFP.</p> <p>List a minimum of three (3) references for Texas school districts and similar previous clients similar in size and scope for which the proposer has provided requested services. With each reference, provide a brief description of coverages and services provided. References should include at least two (2) projects similar to that described by these specifications.</p> <p>Identify the specific individual(s) who would serve the district as a primary point of contact and responsible for the service of the Proposer. Include the name, brief description of duties, phone number, and email address. An organizational chart with proposal identifying the duties and responsibilities of personnel and organizations employed to effectively implement coverages and services requested.</p>

<p>3. Suitability of coverage, service</p>	<p>a. Quality of Responses to <u>Proposer Questionnaire</u></p> <p>b. <u>Implementation Plan</u>. Proposer shall detail their implementation plan and specific timelines to be followed, including a transition plan if selected Proposer is different than the current provider</p> <p>Extent to which goods and services meet the District’s needs. Complete response forms for all coverages being offered and include descriptions/documentation clearly describing services/plans offered and pricing</p>
<p>4. Pricing of services and total long- term cost</p>	<p><u>Price Summary</u>. Proposer must supply all pricing in this proposal response.</p> <p>a. Proposer shall complete the Cost Proposal Details.</p> <p>b. Proposer's proposed <u>Annual Cost and The Annual Premium</u> to the district to provide services</p> <p>c. Proposer's information regarding price/cost escalation and/or decreases delineated by year.</p>
<p>6. Acceptance of RFP & Contract Terms & Conditions</p>	<p><u>RFP Exceptions</u>. Proposer is to prepare a list of any exception to any item in the RFP that the Proposer is unable to accept. Proposer fully accepts and will comply with each requirement of the RFP not listed as an exception in this proposal response.</p> <p>Provide a statement accepting all terms and conditions within the RFP document to include acceptance of the contract form or detail all exceptions/deviations and the rationale for the deviation.</p>
<p>7. Other Information</p>	<p>a. Forms. Include All Required Forms</p> <p>b. <u>RFP Addenda</u></p> <p>Include any other information you believe will assist Santa Fe ISD in evaluating your proposal.</p>

INSURANCE REQUIREMENTS

- A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the Santa Fe ISD. The vendor shall furnish to the Santa Fe ISD Purchasing Specialist certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

Bryan Holliday, Purchasing Specialist
Santa Fe Independent School District
P.O. Box 370
Santa Fe, Texas 77510

1. Professional Liability (Errors & Omissions) insurance with a minimum limit of \$1,000,000 per occurrence.
 2. Applicable General Liability insurance with minimum combined single limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate. Coverage must be written on an occurrence form.
 3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$100,000 per occurrence.
- B. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:
1. The Santa Fe ISD, its officials, employees and officers shall be named as additional insureds on the General Liability policy.
 2. All insurance policies shall be endorsed to the effect that Santa Fe ISD will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of A VII or better as assigned by A.M. Best Company or equivalent.

COVERAGE SPECIFICATIONS

Coverages sought include:

Property	Building & Contents Flood Equipment Breakdown Extra Expense Property Earth Movement Property Hurricane & Named Storm Property all other wind & hail Property all other perils
Crime	Employee Dishonesty Faithful Performance Money & Securities
Liability	General Liability Employee Benefits Liability Professional Legal Liability
Cyber	Privacy Liability Claim/Event Response Services
Automobile & Mobile Equipment Physical Damage	Vehicles Mobile Equipment

Proposers and/or insurers shall be duly licensed and comply with all applicable Texas insurance laws and requirements of the Texas State Board of Insurance.

SFISD serves approximately 4,400 students and employs approximately 720 employees and has an annual general fund budget of approximately \$47,270,090.

SFISD is governed by an elected seven (7) member Board of Trustees who appoints a Superintendent to manage the daily operations.

SFISD consists of 12 locations. There are three (3) elementary schools, one (1) junior high school, one (1) high school, plus seven (7) support facilities, Cowan Administration Building, Ag Barn, Transportation Center, Museum, Alamo (old School) Gym, W.A. Nelson Maintenance & operations Building, and C.A.P. Building.

INSURANCE SPECIFICATIONS

At minimum, SFISD prefers to obtain specifications identical to the current coverages, as well as automatic coverage on newly acquired property. Please note any difference that does not meet or exceed specifications on the “Deviations” sections of the response forms.

Insured

Santa Fe Independent School District

P.O. Box 370

Santa Fe, TX 77510

Property and Contents Coverage

- **Property Covered** - See attached Exhibit 1
- Blanket coverage on buildings, contents and auxiliary structures at all locations including on-site improvements such as fences, light poles, bleachers, and playgrounds.

Equipment Breakdown

- Unless otherwise indicated, should include electrical, mechanical and pressure equipment. It should include both Real Property, such as heating, cooking and electrical systems, and Personal Property, such as office and process equipment.
- **Basis of Recovery** – Repair or Replacement

Blanket Crime Coverage

- **Coverage** - Coverage will include employee dishonesty, loss inside and outside the premises for money and securities and faithful performance on a blanket basis.

General Liability, Personal Injury Liability and Employee Benefits Liability Coverage

- **Coverage to include:**
 - Expenses, including judgments and defense costs.
 - Coverage for care, custody, and control.
 - Law enforcement liability
 - Incidental medical malpractice.
 - Coverage for libel, slander and defamation of character.
 - Premises liability, advertising liability, and products liability on a per occurrence form.
 - Persons Covered/Insured should include named Entity, any trustees / board members, employees, student teachers, and volunteers.
 - 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 should be included.

Professional Legal Liability Coverage

- **Coverage to include:**
 - Protection for named Entity, any trustees / board members, employees, student teachers, and volunteers while acting in the course and scope of their duties.
 - Payment of all sums to which the Entity shall become legally obligated to pay on any claim first made against them during the policy period.
 - Defense of 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.

- 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.
- Claims expenses shall include attorney fees and all other fees, costs and expenses arising from defense of any claim.
- Defense cost shall be outside the limits of liability.
- Payment of all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of the policy.
- Must cover claims arising out of corporal punishment or student discipline.
- Limits of coverage should not be reduced by the payment of defense costs (defense in addition to limits).
- Extended Reporting/Discovery Period.

Automobile Liability and Physical Damage Coverage

- **Vehicles Covered** - See attached Exhibit 2
- **Fleet Automatic Coverage:** Automatic coverage should be provided for substitute and newly acquired automobiles (cars, trucks, trailers, mobile equipment and buses) for the same coverage provided for all similar type automobiles.

UNDERWRITING INFORMATION

Safety

1. Does SFISD have a safety/loss control program with a budget? **Yes**
2. Are regular safety /loss control meetings held? **Yes**
3. Does SFISD have an Occupational Safety Program Manual? **Yes; currently being updated**
4. Does the District conduct self-inspections with formal record keeping? **Yes**
5. Does SFISD track loss data and use it for strategic decision-making? **Yes**

Policy/Procedures

6. Has the Board implemented specific loss control policies? **No; however, we do have guidelines/procedures in place**
7. Does SFISD have a procedure to report sexual harassment? **Yes**
8. Does entity have a written policy for the administration of corporal punishment? **No**

Property / Building Maintenance

9. Is there a swimming pool at any location? **No**
10. Does SFISD operate a day care center? **No, but we do have an after-school daycare program.**
11. Does SFISD own or lease any watercraft? **No**
12. Does SFISD own any aircraft? **No**
13. Does SFISD allow property use for activities other than school activities? **Yes, primarily city sports leagues but other entities and organizations can rent facilities as well.**
14. Type of rental activities: **Community**
15. Are certificates of insurance required from lessee? **Yes**
16. Does SFISD have any vacant or unoccupied buildings? **No**
17. Are any buildings being used for purposes other than their intended use? **No**
18. Does SFISD have formal maintenance procedures with a budget? **Yes**
19. Are facility inspections done regularly? **Yes**
20. Are buildings located in special flood hazard area? **Yes**

Fire Protection

21. Are fire hydrants located at each facility? **Yes**
22. Are fire alarm systems located in all buildings? **Yes**
23. Are all alarms monitored by a service company? **Yes**
24. Is the fire department voluntary? **No, paid**
25. Does SFISD have a hooded ventilating system in all kitchens? **Yes**

Auto

26. Is there a full time Transportation Director? **Yes**
27. Are any transportation operations contracted to another? **No**
28. Are owned vehicles used by security personnel? **Yes**
29. How often are MVR's checked? **Annually**
30. There are **0** drivers under the age of **20**. There are **4** drivers over the age of **65**.

Security

31. Does SFISD use police in any capacity? **Yes. SFISD operates its own police department.**
32. What do the law enforcement officers do? **They monitor the halls, cafeteria, parking lot, assist students in general, traffic control, and extracurricular events.**
33. Are officers certified by Texas Commission on Law Enforcement (TCOLE)? **Yes**
34. Are security personnel employed or used by District? **Yes**
35. Do security personnel patrol facilities? **Yes**
36. Is there security lighting at all locations? **Yes**
37. Are there burglar alarms/motion sensors at all locations? **Yes**
38. Are there surveillance cameras in all location writing images to a hard drive? **Yes**

Crime

39. Total number of locations at which money or securities are handled: **All campus front office's and some central office departments, and a Tax Office.**
40. How frequently are audits made? **Annually**
41. Are they made by an independent auditor or CPA? **Yes**
42. Are countersignatures required? **Yes**
43. Are securities subject to joint control of two or more responsible employees? **Yes**
44. Are employee background checks performed on those who handle money? **Yes**
45. Number of employees and board members who handle money or securities, sign checks, authorize drafts, or audit accounts on a regular basis: **40; this includes campus secretaries, cashiers and food service employees on each campus. Board members do not handle district cash.**

Miscellaneous

46. Does SFISD receive money from concessions? **No**
47. Does SFISD have an on-site physician(s) or clinic? **No**
48. Are there nurses on staff? **Yes, there 5 nurses throughout the district**
49. Are there any unusual exposures with protection? **No**
50. The estimated annual attendance at all outdoor stadiums events is 5,000
51. The District's policies and procedures (Board Policy Manual) can be found on-line:
<https://pol.tasb.org/PolicyOnline?key=504>

SPECIFIC EXPOSURES

The following table outlines SFISD's involvement in some common specific exposures:

Specific Exposure	Yes	No
Load/unload, repair or construct watercraft or work on barges or docks?		X
Operations or employees subject to the Longshoremen's and Harbor Workers'		X
Own, operate or maintain a railroad or railroad equipment?		X
Foreign operations or employees who travel to foreign countries?		X
Occupational disease exposures? (i.e. asbestos, silica, toxic substances, etc.)		X
Store gasoline or other flammables? At the Transportation Tank only.	X	
Manufacture, store, distribute, transport, or handle explosives?		X
Underground, tunneling, mining, cofferdam or sub-aqueous operations?		X
Operations subcontracted to others?	X	
Volunteer or donated labor?	X	
Leased employees?		X
Any substantial or unusual changes in the last 5 years?		X

SFISD has a facilities/maintenance crew of approximately sixty-seven (67) employees that perform general maintenance throughout the district, such as plumbing, HVAC, and electrical repairs; and forty-seven (47) employees that perform custodial services. Most large projects and extensive repairs are performed by outside contractors.

SFISD employs all transportation staff, and food services employees.

CURRENT COVERAGES –
North American Solutions (NAS)

PROPERTY Risk of Direct Physical Loss to Buildings, Personal Property, and Other Structures	Per Occurrence Limit	Deductible
All Perils Except Wind, Hurricane, Hail, and all other	Blanket Replacement Cost \$75,000,000	\$10,0000
Wind, Hurricane, Hail, Named storm, and all other perils		3% per occurrence/ \$50,000 minimum
Flood	\$5,000,000	\$100,000
Property Earth Movement	\$2,500,000	\$100,000
Crime	\$100,000	\$25,000
Additional Limits and/or Deductibles		
Additional deductible(s) for Wind, Hurricane, and Hail	\$270,481,889	\$50,000
Equipment Breakdown		
Equipment Breakdown	\$100,000,000	\$10,000

SCHOOL LIABILITY	Per Occurrence Limit	Deductible
Educator's Legal Liability	\$1,000,000	\$2,500
General Liability	\$1,000,000	\$1,000
Employee Benefits Liability	\$100,000	\$0

Cyber Suite Coverage	Deductible
\$100,000 Limit for Privacy Liability \$100,000 Limit for Claim/Event Response Services Notification costs for up to 10,000 individuals	\$1,000

AUTOMOBILE	Limit	Deductible
Automobile Liability (Bodily Injury- per person, Bodily Injury- per accident, Property Damage Per accident)	\$100k, \$300k, \$100k	\$1,000
Automobile Physical Damage		
Comprehensive	Actual Cash Value	\$1,000
Collision	Actual Cash Value	\$1,000

DISTRICT INFORMATION

EMPLOYEE INFORMATION

Santa Fe ISD employs approximately 719 employees:

Teachers:	307
Counselors:	12
Nurses:	5
Administrators:	33
Athletic Trainer	1
All Other Employees	<u>361</u>
	719

ENROLLMENT INFORMATION

<u>Number of Students:</u>	<u>Total</u>
Elementary (k-5)	1995
Middle School (6-8)	1011
High School (9-12)	<u>1375</u>
	4381

VEHICLE INFORMATION

SFISD owns approximately 116 vehicles that are used for various purposes, including: deliveries, maintenance work, and other administrative business use. In general, district vehicles stay within a travel radius of approximately 10-15 miles. SFISD vehicles are not used to transport hazardous or toxic materials. The following shows the number of district leased/owned vehicles and the average number of employees occupying each vehicle:

Type of Vehicle	Number of Units	Average # of Employees	Type of Vehicle	Number of Units	Average # of Employees
Cars	2	3	Police cars	4	6
Vans	5	7	SUV'S	11	16
Light trucks	23	36	Ambulance	0	
Heavy trucks	2	3	Motorcycles	0	
Truck tractors	0		Buses	54	48
Trailers	13		ATVs	2	2
			Total	116	

See Exhibit 2 for the full vehicle schedule.

PROPERTY SCHEDULE

SFISD consists of 3 elementary schools, 1 junior high school, 1 high school, plus support facilities, Ag Barn, Cowan Administration, Museum, Alamo (old School) Gym, W.A. Nelson Maintenance & Operations Building, C.A.P. Building, and Transportation Center. SFISD's total value, including contents, is \$270,481,889.

See Exhibit 1 for the full property schedule.

PROPOSAL RESPONSE FORMS

RFP #22-230011

To: Santa Fe Independent School District
Bryan Holliday – Purchasing Specialist
P.O. Box 370
Santa Fe, Texas 77510

From: Company Name

Address

City/State/Zip

Area Code & Telephone Number

Fax Number

I, or we the undersigned, having carefully read the Invitation to Vendors, General Information, and Instructions to Proposers sections, do hereby agree to enter into a contract with said Santa Fe ISD by tendering this offer to perform the work required and/or provide the products/services specified in this solicitation for the price(s) indicated.

This proposal is made without any previous understanding or verbal or written agreement with any other firm or corporation making a proposal to Santa Fe ISD for this same RFP and that this proposal is in all respects fair and without collusion or fraud and that the contents of this 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.

Owner or Legally Authorized Representative

Title

Signature

Date

ENVELOPES SHOULD BE PLAINLY MARKED:

PROPERTY/CASUALTY INSURANCE PROGRAM

RFP #22-230011

PROPOSER INFORMATION AND CHECKLIST
PROPERTY/CASUALTY INSURANCE PROGRAM
RFP #22-230011

Proposer Name _____

Proposer Address _____

Website Address _____

Phone _____ Fax: _____

Carrier _____ A.M. Best Rating _____

Contact for this proposal

Name _____

Address _____

City/State/Zip _____

Phone _____ Fax _____

Email _____

Number of years program has been offered: _____

Proposer is a: sole proprietorship
 partnership
 corporation

Proposer is: an agent
 a principal

Proposed staffing with names is attached.

Signed Proposal Form is attached.

Exceptions to specifications or alternate proposals are attached.

PROPOSAL QUESTIONNAIRE

Please answer the following questions regarding your insurance agency or risk pool:

1. Who will have primary responsibility for the District's account?
 - a. Number of years in the insurance business:
 - b. Educational background and Insurance certifications:
 - c. Number of other public entities serviced:
2. Who will be the back-up person for the District's account?
 - a. Number of years in the insurance business:
 - b. Educational background and Insurance certifications:
 - c. Number of other public entities serviced:
3. How many Texas school districts does your agency (this office, if a national broker) provide coverage on behalf of?
4. What is your (this office, if a national broker) estimated premium volume with Texas school districts?
5. How many years has your agency been licensed to conduct fire/casualty insurance in Texas?
6. Will you provide an annual summary of premiums and losses by coverage if requested?
7. Please attach a copy of the following documents:
 - a. A copy of the agent's current insurance license.
 - b. A certificate for the agent's errors and omissions coverage.
8. Please list any added benefits included with the proposal by your agency or the carrier (e.g., loss control services, training, appraisal services, etc).

ATTACHMENT A-1

SANTA FE ISD
PROPERTY INSURANCE RESPONSE FORM

SCOPE OF COVERAGE: Blanket coverage on buildings, contents, and auxiliary structures at all locations including on-site improvements such as fences, light poles and bleachers.

Table with 4 columns: Policy Limit, Deductible, Annual Premium, 2nd Year Premium, 3rd Year Premium, Annual Aggregate, Wind/Hail Deductible. Sub-columns: Option I, Option II, Option III.

Name of Insurance Company _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Specimen Policy Attached - All endorsements and exclusions included Yes No
Insurance Company's Latest Audited Financial Statement Attached Yes No
Descriptions of Deviations Attached Yes No

Signature of Authorized Representative Date

Printed Name & Title

Printed Name of Broker Agency

ATTACHMENT A-2

SANTA FE ISD QUESTIONS AND DEVIATIONS TO SPECIFICATIONS PROPERTY INSURANCE

Directions: Please answer the following questions and use the space provided to explain any, and all, deviations or differences as may be indicated between the specification requirements in Santa Fe ISD RFP #22-230011 and your proposal. Responses to questions stating “see policy” will not be accepted. This form MUST list all exceptions to the specifications by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied during this proposal.

1. Is this proposal providing “all risk” (including theft) coverage?
2. Is the policy Blanket or Scheduled coverage?
3. Is there a co-insurance clause applicable to property coverage? If yes, what is the co-insurance percentage? ____
4. Is the basis of recovery replacement cost, both on building and contents?
5. Is newly acquired or constructed property covered?
Limit: _____
6. Does the policy include demolition cost?
Limit: _____
7. Does the proposal include a debris removal clause?
Limit: _____
8. Does the policy have an extension of coverage for property off premises? Limit: _____
9. Will a joint loss agreement be available if the insurer is not the Boiler & Machinery carrier?
10. Is Flood Coverage included / available?
Limit applicable: _____
Deductible: _____
Additional Premium: _____
11. Is Employee Crime Coverage included?
12. Is Money & Securities coverage included?
If yes, does it cover accounting errors or omissions?
13. Does the policy include environmental claims such as those for mold?

Please note deviations below. If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Authorized Signature

Printed Name and Title

Company

Date

ATTACHMENT B-1

**SANTA FE ISD
EQUIPMENT BREAKDOWN RESPONSE FORM**

SCOPE OF COVERAGE: Comprehensive on a blanket, repair or replacement basis of all steam boilers, hot water boilers and heaters, other pressure vessels and refrigeration units. Coverage will be for sudden and accidental breakdown manifested by physical damage that necessitates repair or replacement.

	Option I	Option II	Option III
Policy Limit:	\$100,000,000	_____	_____
Deductible	\$25,000	\$15,000	_____
Annual Premium	_____	_____	_____
2nd Year Premium	_____	_____	_____
3rd Year Premium	_____	_____	_____

Name of Insurance Company _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Specimen Policy Attached - All endorsements and exclusions included	Yes	_____	No	_____
Insurance Company's Latest Audited Financial Statement Attached	Yes	_____	No	_____
Descriptions of Deviations Attached	Yes	_____	No	_____

Signature of Authorized Representative

Date

Printed Name & Title

Printed Name of Broker Agency

ATTACHMENT B-2

SANTA FE ISD DEVIATIONS TO SPECIFICATIONS EQUIPMENT BREAKDOWN INSURANCE

Directions: Please use this page to explain any and all deviations or differences as may be indicated between the specification requirements in Santa Fe ISD RFP# 22-230011 and your proposal. This form **MUST** list all exceptions to the specifications by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied on this page.

If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Authorized Signature

Printed Name and Title

Company

Date

ATTACHMENT C-1

BLANKET CRIME RESPONSE FORM

SCOPE OF COVERAGE: Coverage to include employee dishonesty, loss inside and outside the premises for money and securities and faithful performance on a blanket basis.

	Option I	Option II	Option III
Policy Limit	\$100,000	_____	_____
Deductible	\$25,000	_____	_____
Annual Premium	_____	_____	_____
2nd Year Premium	_____	_____	_____
3rd Year Premium	_____	_____	_____

Name of Insurance Company _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Specimen Policy Attached - All endorsements and exclusions included	Yes	_____	No	_____
Insurance Company's Latest Audited Financial Statement Attached	Yes	_____	No	_____
Descriptions of Deviations Noted	Yes	_____	No	_____

Signature of Authorized Representative

Date

Printed Name & Title

Printed Name of Broker Agency

ATTACHMENT C-2

**QUESTIONS AND DEVIATIONS TO SPECIFICATIONS
BLANKET CRIME INSURANCE**

Directions: Please answer the following questions and use the space provided to explain any and all deviations or differences as may be indicated between the specification requirements in Santa Fe ISD RFP #22-230011 and your proposal. Responses to questions stating “see policy” will not be accepted. This form **MUST** list all exceptions to the specifications by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied on this page.

1. Does the policy cover accounting errors or omissions?

Please note deviations below. If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Authorized Signature

Printed Name and Title

Company

Date

ATTACHMENT D-1

**SANTA FE ISD
GENERAL LIABILITY
LIABILITY RESPONSE FORM**

SCOPE OF COVERAGE: Persons covered should include the named entity as well as any trustees, employees, student teachers and volunteers. Claims arising out of the negligent act, error or omission of the entity and/or its employees relative to the administration of the employee benefit program should be included.

	Option I	Option II	Option III
Policy Limit:	\$2,000,000	_____	_____
Deductible	\$0	_____	_____
Annual Premium	_____	_____	_____
2nd Year Premium	_____	_____	_____
3rd Year Premium	_____	_____	_____

Name of Insurance Company _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Specimen Policy Attached - All endorsements and exclusions included	Yes	_____	No	_____
Insurance Company's Latest Audited Financial Statement Attached	Yes	_____	No	_____
Descriptions of Deviations Noted	Yes	_____	No	_____

Signature of Authorized Representative

Date

Printed Name & Title

ATTACHMENT D-2

**SANTA FE ISD DEVIATIONS TO SPECIFICATIONS
GENERAL LIABILITY
LIABILITY INSURANCE**

Directions: Please use this page to explain any and all deviations or differences as may be indicated between the specification requirements in Santa Fe ISD RFP #22-230011 and your proposal. This form **MUST** list all exceptions to the specifications by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied on this page.

If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Authorized Signature

Printed Name and Title

Company

Date

ATTACHMENT E-1

PROFESSIONAL LEGAL LIABILITY RESPONSE FORM

SCOPE OF COVERAGE: Claims made coverage. Protection for named Entity, any trustees / board members, employees, student teachers, and volunteers while acting in the course and scope of their duties.

	Option I	Option II	Option III
Policy Limit	\$2,000,000	_____	_____
Deductible	\$ 10,000	_____	_____
Annual Premium	_____	_____	_____
2nd Year Premium	_____	_____	_____
3rd Year Premium	_____	_____	_____

Name of Insurance Company _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Specimen Policy Attached - All endorsements and exclusions included	Yes	_____	No	_____
Insurance Company's Latest Audited Financial Statement Attached	Yes	_____	No	_____
Descriptions of Deviations Noted	Yes	_____	No	_____

Signature of Authorized Representative

Date

Printed Name & Title

Printed Name of Broker Agency

ATTACHMENT E-2

SANTA FE ISD QUESTIONS AND DEVIATIONS TO SPECIFICATIONS PROFESSIONAL LEGAL LIABILITY INSURANCE

Directions: Please answer the following questions and use the space provided to explain any and all deviations or differences as may be indicated between the specification requirements in Santa Fe ISD RFP #22-230011 and your proposal. Responses to questions stating “see policy” will not be accepted. This form MUST list all exceptions to the specifications by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied on this page.

1. Who are the “covered persons” or “named insured”?
2. Is Prior Acts coverage provided as part of the basic coverage?
If yes, what is the retroactive date?
3. Is corporal punishment/student discipline covered?
4. Under what terms is "tail" 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 yes, 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 yes, what is the Limit of Liability? _____
8. Are sexual misconduct (i.e., harassment), sexual abuse and molestation covered?
If yes, are there sub-limits? Please stipulate.
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. Does the insured have to have the Company’s consent to incur expenses?

Please note deviations below. If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Authorized Signature

Printed Name and Title

Company

Date

**ATTACHMENT F-1
SANTA FE ISD EMPLOYEE BENEFITS LIABILITY
RESPONSE FORM**

SCOPE OF COVERAGE: Persons covered should include the named entity as well as any trustees, employees, student teachers and volunteers. Claims arising out of the negligent act, error or omission of the entity and/or its employees relative to the administration of the employee benefit program should be included.

	Option I	Option II	Option III
Policy Limit:	\$100,000	_____	_____
Deductible	\$0	_____	_____
Annual Premium	_____	_____	_____
2nd Year Premium	_____	_____	_____
3rd Year Premium	_____	_____	_____

Name of Insurance Company _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Specimen Policy Attached - All endorsements and exclusions included	Yes	_____	No	_____
Insurance Company's Latest Audited Financial Statement Attached	Yes	_____	No	_____
Descriptions of Deviations Noted	Yes	_____	No	_____

Signature of Authorized Representative **Date**

Printed Name & Title

ATTACHMENT F-2

**SANTA FE ISD DEVIATIONS TO SPECIFICATIONS EMPLOYEE BENEFITS LIABILITY
LIABILITY INSURANCE**

Directions: Please use this page to explain any and all deviations or differences as may be indicated between the specification requirements in Santa Fe ISD RFP #22-230011 and your proposal. This form **MUST** list all exceptions to the specifications by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied on this page.

If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Authorized Signature

Printed Name and Title

Company

Date

ATTACHMENT G-1

SANTA FE ISD
AUTO INSURANCE RESPONSE FORM

SCOPE OF COVERAGE: Liability and physical damage coverage for SFISD vehicles, including hired and non-owned vehicles (Symbol 1). Hired and Non-Owned Vehicle coverage shall be excess over any other valid and collectible insurance.

	Option I	Option II	Option III
A. <u>Auto Liability Coverage</u>			
Policy Limit	\$100,000	_____	_____
Deductible	\$1,000	_____	_____
Annual Premium	_____	_____	_____
2nd Year Premium	_____	_____	_____
3rd Year Premium	_____	_____	_____
B. <u>Full Physical Damage Coverage</u>			
Policy Limit	Combined Single Limit	_____	_____
Deductible	\$0	_____	_____
Additional Premium	_____	_____	_____
C. <u>Comprehensive Only Coverage</u>			
Policy Limit	Actual Cash Value	_____	_____
Deductible	\$1,000	_____	_____
Additional Premium	_____	_____	_____
D. <u>Late Model Physical Damage Coverage (10 years & newer)</u>			
Policy Limit	Actual Cash Value	_____	_____
Deductible	\$1,000	_____	_____
Additional Premium	_____	_____	_____

E. Other Physical Damage Options Offered

Please Describe:

Name of Insurance Company _____

Address _____

Current A.M. Best Rating: _____

Texas License No. _____

Claims Office Location _____

Specimen Policy Attached - All endorsements and exclusions included	Yes	_____	No	_____
Insurance Company's Latest Audited Financial Statement Attached	Yes	_____	No	_____
Descriptions of Deviations Noted	Yes	_____	No	_____

Signature of Authorized Representative

Date

Printed Name & Title

Printed Name of Broker Agency

ATTACHMENT G-2

**SANTA FE ISD
QUESTIONS AND DEVIATIONS TO SPECIFICATIONS
AUTO INSURANCE**

Directions: Please answer the following questions and use the space provided to explain any and all deviations or differences as may be indicated between the specification requirements in Santa Fe ISD RFP #22-230011 and your proposal. Responses to questions stating “see policy” will not be accepted. This form **MUST** list all exceptions to the specifications by line of coverage. Failure to list the exceptions accurately could result in disqualification and rejection of the proposal. Signature below binds any information supplied on this page.

1. Does the proposed policy provide requested limits of liability, uninsured motorist coverage, and medical payments? If not, explain:

2. Is the auto liability quote based on coverage of all vehicles, including hired and non-owned vehicles as stated above? If not, explain:

3. Is quote subject to an experience modifier?

4. Is there automatic coverage, both liability and physical damage for newly acquired vehicles?

Please note deviations below. If no exceptions are noted then state “NONE,” sign form and include in proposal submission.

Authorized Signature

Printed Name and Title

Company

Date

UNDERWRITER'S CONFIRMATION

RFP #22-230011

The undersigned affirms:

1. That the insurer did not agree to submit proposals on an exclusive basis through a designated agent/broker prior to January 31, 2023.
2. That the insurer's proposal is based solely on material provided in RFP

(Note that the following is to be signed by an individual who has underwriting authority for the insurer that is proposing coverage to SFISD).

Signature

REFERENCES

REFERENCES #1:

School district Name: _____

Name of Contact Person: _____

Phone Number of Contact Person: _____

E-Mail Address of Contact Person: _____

Contract period? _____

REFERENCES #2:

School district Name: _____

Name of Contact Person: _____

Phone Number of Contact Person: _____

E-Mail Address of Contact Person: _____

Contract period? _____

REFERENCES #3:

School district Name: _____

Name of Contact Person: _____

Phone Number of Contact Person: _____

E-Mail Address of Contact Person: _____

Contract period? _____

Required Forms

- 1. Agreement funded by US Federal Grant**
- 2. Proposer Questionnaire regarding Contract Terms**
- 3. Deviation/Compliance Signature Form**
- 4. Confidentiality Declaration Form**
- 5. Commitment to Provide Insurance Affidavit**
- 6. Certification for Criminal History Check**
- 7. Non-Collusive Bidding Certificate**
- 8. Legal Compliance**
- 9. Conflict of Interest Disclosure Statement**
- 10. Notice of Conflict of Interest**
- 11. Family Conflict of Interest Questionnaire**
- 12. Campaign Contribution Disclosure Form**
- 13. SB 252 Chapter 2252 Certification**
- 14. Chapter 2270 (Boycott) Verification Form**
- 15. Information Affidavit**
- 16. Suspension or Debarment Certificate**
- 17. HB 1295 Form**
- 18. Felony Conviction Notification**
- 19. W-9 Form**

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

2 CFR Section 200 REQUIRED PROVISIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply only when the District expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount:**

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

(A) [Applicable ONLY to contracts in excess of \$250,000.] 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 the District expends federal funds, the District 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.

(B) [Applicable ONLY to contracts in excess of \$10,000.] Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement.

Pursuant to Federal Rule (B) above, when the District expends federal funds, the District 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. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

(C) [Applicable ONLY to federally assisted construction contracts.] 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 the District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) [Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project] 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.

(E) [Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] 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 the District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

(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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) [Applicable ONLY to contracts in excess of \$250,000.] 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 \$250,000 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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(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 the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, 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.

(I) [Applicable ONLY to contracts in excess of \$100,000] 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 the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District 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 for 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 grant 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

(J) Procurement of Recovered Materials – When federal funds are expended, the District 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 by the District, 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.

(K) Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the

greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(L) Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 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.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS

SPECIFICALLY NOTED ABOVE.

Vendor's 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: _____

PROPOSER QUESTIONNAIRE

1. Is your company certified by the state of Texas or the North Central Texas YES _____NO _____

2. Proposer’s principal place of business (or main corporate office) is located in _____(state).

Proposer’s principal place of business is located within the boundaries of the Santa Fe Independent School District? YES _____NO _____

Does your firm employ at least 500 persons in the state of Texas? YES _____NO _____

Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? YES _____NO _____

Does your firm fit the IRS definition of an independent Proposer? YES _____NO _____

DEVIATION/COMPLIANCE SIGNATURE FORM

RFP # 22-230011

Company Name

Address City State Zip

Phone Number Fax Number

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

- No Deviation
- Yes Deviation If yes is checked, please list below:

CONFIDENTIALITY DECLARATION FORM

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

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

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

Name of company claiming confidential status of material

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

Address City State Zip Phone

ENCLOSED ARE COPIES OF PAGES OF CONFIDENTIAL MATERIAL FROM OUR RESPONSE TO RFP#22-230011

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

Name of company expressly waiving confidential status of material

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

Address City State Zip Phone

THIS EXPRESS WAIVER IS FOR RESPONES TO RFP # 22-230011

**COMMITMENT TO PROVIDE INSURANCE
AFFIDAVIT
RFP # 22-230011**

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

If the above ten day requirement is not met, the Santa Fe ISD Business Services Department has the right to reject this proposal and award the contract to the next firm meeting all requirements. If you have any questions concerning these requirements, please contact the Buyer addressed in this procurement document, Business Services Department at (409) 925-9026.

Proposers Signature: _____ Date: _____

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

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

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

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

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

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

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

Or

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

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

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

Company Name _____ Printed Name of Company Representative _____

Signature _____ Date _____

NON-COLLUSIVE BIDDING CERTIFICATE

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

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

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

Authorized Signature

Printed Name

Company Name and Address

Telephone Number

Date

LEGAL COMPLIANCE

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

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

YES _____ NO _____

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

Authorized Signature

Printed Name

Company Name and Address

Telephone Number

Date

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

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

Conflicts of interest exist if:

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

Disclosure is required from Proposers regarding each affiliation or business relationship between the Proposer and:

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

Forms must be filed:

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

Officers of the Santa Fe Independent School District are:

- Matt Crable (Position #1)
- Patrick Kelly (Position #2)
- Eric Davenport, Vice President (Position #3)
- Clay Hertenberger (Position #4)
- James Grassmuck, Secretary (Position #5)
- J. R. "Rusty" Norman, President (Position #6)
- Angie Lambert (Position #7)
- Kevin Bott, PhD., Superintendent of Schools

If you are required to file, send the completed form to Santa Fe Independent School District, Business Services Department, P.O. Box 370, Santa Fe, Texas 77510.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM
CIQ

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

Name of Person Completing Form:	(Required Field)
--	------------------

Name of Company Completing Form:	(Required Field)
---	------------------

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY
	Date Received: ____ / ____ / ____

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

2 Check this box if you are filling an update to a previously filed questionnaire. <input type="checkbox"/> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship:
(List Name of Officer in space provided above)

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

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 <input type="checkbox"/> Check here if you are NOT reporting a conflict with any government officer of Santa Fe ISD

5

Signature (Required)	Date
-----------------------------	-------------

**NOTIFICATION OF NO CONFLICT OF
INTEREST RFP #22-230011**

Santa Fe ISD

P.O. Box 370
Santa Fe, TX 77510

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

Bryan Holliday, Purchasing Specialist
(at the above address)

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

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

_____	(_____)	(_____)
Company (Print or Type)	Phone	Fax
_____	_____	
Signature	Date	

Printed Name & Title of Signature		

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

FAMILY CONFLICT OF INTEREST QUESTIONNAIRE RFP # 22-230011

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

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

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

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

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

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

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

Individual: _____ Date: _____

Entity: _____

By: _____ Date: _____

Signature: _____

Title: _____

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

Notary Public

Notary Seal

CAMPAIGN CONTRIBUTION DISCLOSURE FORM
RFP # 22-230011

RFP for Property & Casualty Insurance

Please sign and include this form in your response:

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

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

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

The following definitions apply:

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

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

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

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

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

Applicable current Board of Trustees of the Santa Fe Independent School District:

- Matt Crable (Position #1)
- Patrick Kelly (Position #2)
- Eric Davenport, Vice President (Position #3)
- Clay Hertenberger (Position #4)
- James Grassmuck, Secretary (Position #5)
- J. R. “Rusty” Norman, President (Position #6)
- Angie Lambert (Position #7)
- Kevin Bott, PhD., Superintendent of Schools

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution(s) made by:

Relation to Prospective Proposer:

Date(s) Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s):

Purpose of Contribution(s):

(Attach extra pages if
necessary)

Signature

Date

Title (position)

-OR-

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

Signature

Date

SB 252

CHAPTER 2252 CERTIFICATION

As per Section 2252.151-154 of the Texas Government Code, added by SB 252, 75th Legislature, R.S. (2017), all bidders must complete the following:

I, the undersigned vendor, do hereby certify that the company I represent, is not identified on the Texas Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. A "Foreign Terrorist Organization," means an organization designated as a foreign terrorist organization as defined by the United States Secretary of State as authorized by federal law.

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Santa Fe ISD Business Services Department.

I, _____, the undersigned and representative
of _____
(Company or Business Name)

Name of Company Representative (Print)

Signature of Company Representative

Date

CHAPTER 2270 (BOYCOTT) VERIFICATION FORM:

This form contains a requirement for vendors competing on government contracts to declare that, at the time of they are seeking to contract with a government entity they 1) do not boycott Israel, and 2) they will not boycott Israel during the term of the contract with the government entity. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.* This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89. (pursuant to Texas Government Code §2270 and §808.001).

**BUSINESS SERVICES
DEPARTMENT**
P.O. Box 370
Santa Fe, Texas 77510
Phone: (409) 925-9026

REQUEST FOR PROPOSALS # _____ for _____

**Chapter 2270 (BOYCOTT)
VERIFICATION**

The undersigned authorized representative of the company named below (hereinafter referred to as Company), pursuant to Texas Government Code Chapter 2270, verifies, represents and warrants to the Santa Fe I.S.D. that the Company:

1. Does not boycott Israel, and;
2. Will not boycott Israel during the term of the contract (if any) between the above-named Company, business or individual with the Santa Fe Independent School District

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Sections 2270.001 and 808.001:

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

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE SANTA FE I.S.D. ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON SANTA FE I.S.D.'S RELIANCE ON THIS VERIFICATION.

Signature of Company Representative

Date

Printed Name

Title

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with SANTA FE ISD.

AFFIDAVIT

The undersigned swears/affirms that the foregoing information and statements are true and correct and include all material and information necessary to identify and explain the operations of (name of firm) _____ as well as the ownership thereof.

Further, the undersigned agrees to permit the Santa Fe Independent School District (SFISD) to interview owners, principals, officers and employees; and to audit or examine books, records and files of the above firm.

If at any time the SFISD has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statement, the SFISD may refer the matter to its General Counsel or take other action.

NOTE: Under Title 18 U.S.C. Section 1001 and Title 15 U.S.C. Section 645, any person who misrepresents a firm's status as a small disadvantaged business concern or makes false statements in order to influence the certification process in any way to obtain a government contract, shall be subject to fines of up to \$500,000 and imprisonment of up to 10 years, or both.

The burden of proof of control and management of the business is on the applicant. The SFISD reserves the right to request any additional information it deemed necessary to determine if a firm is certifiable. Failure to cooperate and/or provide requested information within the time specified is grounds for termination of the processing of your application for certification.

Name

Signature

Title

Date

Date _____ State of _____ County of _____

On this day before me appeared (name) _____ with proper identification, who being duly sworn, did execute the foregoing affidavit and did aver that he or she was properly authorized by (name of firm) _____ to execute this affidavit and did so as his or her free act/deed.

(SEAL)

Notary Public in and for the State of Texas

My Commission Expires:

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to, or in excess of, \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the proposer:

- Certifies the owner/operator has not been convicted of a felony except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034 Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (Sec. 36)

Vendor Name _____

Authorized Company Official's Name _____

Authorized Company Official's Signature _____

Email Address _____

Date _____

Instructions - Form 1295

Effective January 1, 2016, a governmental entity may not enter into a contract requiring board approval, unless the business entity submits a Disclosure of Interested Parties (Form 1295) at the time the business entity submits the signed contract.

The following definitions apply:

1. "Interested Party" means a person:
 - a. Who has a controlling interest in a business entity with whom a governmental entity 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.
2. "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
3. "Business Entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. "Business entity" includes a for-profit or nonprofit entity. He term does not include a governmental entity or state agency.
4. "Contract" includes an amended, extended, or renewed contract.
5. "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."

A business entity must file Form 1295 electronically with the Texas Ethics Commission using the Commission's online filing application, which can be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The business entity must **print a copy** of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be **signed by an authorized agent** of the business entity, and **the form must be notarized**. The **business entity must then submit the completed, signed, notarized Form 1295 to the contracting school district**.

Again, inter-local contracts DO NOT REQUIRE a Form 1295 because governmental entities do not fall within the definition of "business entity". Notably, though, compliance with HB 1295 is required for contracts with nonprofit agencies, such as the Santa Fe Independent School District.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

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

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

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

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction." The district must compensate the person or business entity for services performed before the termination of the contract.

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

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED):

AUTHORIZED COMPANY OFFICIAL'S SIGNATURE

Date: _____

CHECK A SELECTION BELOW

- A. My firm is a publicly-held corporation; therefore, this report requirement is not applicable.
- B. My firm is not owned and/or operated by anyone who has been convicted of a felony.
- C. My firm is owned or operated by the following individual (s) who has/have been convicted of a felony.

Name of Felon (s) _____

Details of conviction(s): _____

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>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.</p> <p style="text-align: center;"> <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 </p> <p>Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any)</p> <p>Exemption from FATCA reporting code (if any)</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner, but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT 1
PROPERTY SCHEDULE

**Santa Fe ISD
Property Schedule**

Building	Address	City	Zip Code	Const	# Story	YR Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Building Value	Contents Value	Total Value
Museum	13304 Hwy 6	Santa Fe	77510	Frame	1	1929	NO	7,340	\$ 212.30	15%	\$ 1,558,298	\$ 233,745	\$ 1,792,043
CAP Bldg & CAP Outside Bldg	13304 Hwy 6	Santa Fe	77510	Frame	1	1954	NO	3,818	\$ 314.79	15%	\$ 1,201,852	\$ 180,278	\$ 1,382,130
CAP Portable	13304 Hwy 6	Santa Fe	77510	Frame	1			1,536	\$ 75.00	10%	\$ 115,200	\$ 11,520	\$ 126,720
Alamo Gym	13304 Hwy 6	Santa Fe	77510	JM	1	1929	NO	9,140	\$ 222.81	10%	\$ 2,036,477	\$ 203,648	\$ 2,240,125
District Electronic Marquee Sign	13304 Hwy 6	Santa Fe	77510			2014					\$ 30,000	\$ -	\$ 30,000

High School Main	16000 Hwy 6	Santa Fe	77510	MFR	2	2020	YES	318,617	\$ 214.23	20%	\$ 68,256,015	\$ 13,651,203	\$ 81,907,218
High School - Fine Arts Bldg Addition	16000 Hwy 6	Santa Fe	77510	MFR		2021	YES	18,263	\$ 438.04	30%	\$ 8,000,000	\$ 2,400,000	\$ 10,400,000
Stadium Field House	16000 Hwy 6	Santa Fe	77510	MNC	1	2000	YES	14,845	\$ 178.15	25%	\$ 2,644,644	\$ 661,161	\$ 3,305,805
Stadium Home Concession / Restrooms	16000 Hwy 6	Santa Fe	77510	JM	1	2000		3,290	\$ 140.40	10%	\$ 461,917	\$ 46,192	\$ 508,109
Stadium Visitor's Concession / Restrooms	16000 Hwy 6	Santa Fe	77510	JM	1	2000		1,885	\$ 155.56	10%	\$ 293,227	\$ 29,323	\$ 322,550
Stadium Bleachers / Press box / Elevator - Home	16000 Hwy 6	Santa Fe	77510			2000					\$ 490,000	\$ -	\$ 490,000
Stadium Bleachers - Visitor (209' x 15 rows)	16000 Hwy 6	Santa Fe	77510			2000					\$ 261,250	\$ -	\$ 261,250
Stadium Scoreboard	16000 Hwy 6	Santa Fe	77510			2016					\$ 150,000	\$ -	\$ 150,000
Stadium Field Turf	16000 Hwy 6	Santa Fe	77510			2020					\$ 2,000,000	\$ -	\$ 2,000,000
Stadium Track	16000 Hwy 6	Santa Fe	77510			2020					\$ 90,000		
Stadium (4 Poles / 64 Lights)	16000 Hwy 6	Santa Fe	77510			2000					\$ 124,000	\$ -	\$ 124,000
Baseball Bleachers	16000 Hwy 6	Santa Fe	77510			2000					\$ 91,000	\$ -	\$ 91,000
Baseball Press Box	16000 Hwy 6	Santa Fe	77510	Frame	1	2000		135	\$ 50.00		\$ 6,750	\$ -	\$ 6,750
Baseball Concession / Restrooms	16000 Hwy 6	Santa Fe	77510	JM	1	2000		520	\$ 60.00	5%	\$ 31,200	\$ 1,560	\$ 32,760

Building	Address	City	Zip Code	Const	# Story	YR Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Building Value	Contents Value	Total Value
Baseball Scoreboard	16000 Hwy 6	Santa Fe	77510			2000					\$ 50,000	\$ -	\$ 50,000
Baseball (7 Poles / 50 Lights)	16000 Hwy 6	Santa Fe	77510			2000					\$ 140,500	\$ -	\$ 140,500
Baseball Field - new turf	16000 Hwy 6	Santa Fe	77510			2020					\$ 600,000	\$ -	\$ 600,000
Dugout / Home / Baseball	16000 Hwy 6	Santa Fe	77510	MNC	1	2000		387	\$ 30.00		\$ 11,610	\$ -	\$ 11,610
Dugout / Visitor / Baseball	16000 Hwy 6	Santa Fe	77510	MNC	1	2000		387	\$ 30.00		\$ 11,610	\$ -	\$ 11,610
Softball Bleachers	16000 Hwy 6	Santa Fe	77510			2000					\$ 98,000	\$ -	\$ 98,000
Softball Press Box	16000 Hwy 6	Santa Fe	77510	Frame	1	2000		135	\$ 50.00		\$ 6,750	\$ -	\$ 6,750
Softball Scoreboard	16000 Hwy 6	Santa Fe	77510			2000					\$ 50,000	\$ -	\$ 50,000
Softball (4 Poles / 28 Lights)	16000 Hwy 6	Santa Fe	77510			2000					\$ 70,000	\$ -	\$ 70,000
Softball Field - new turf	16000 Hwy 6	Santa Fe	77510			2020					\$ 250,000	\$ -	\$ 250,000
Dugout / Home / Softball	16000 Hwy 6	Santa Fe	77510	MNC	1	2000		234	\$ 30.00		\$ 7,020	\$ -	\$ 7,020
Dugout / Visitor / Softball	16000 Hwy 6	Santa Fe	77510	MNC	1	2000		234	\$ 30.00		\$ 7,020	\$ -	\$ 7,020
Tennis Court Fencing	16000 Hwy 6	Santa Fe	77510								\$ 50,000	\$ -	\$ 50,000
Tennis (8 Poles / 24 Lights)	16000 Hwy 6	Santa Fe	77510								\$ 34,000	\$ -	\$ 34,000
40 Light Poles 30 ft Parking Lot - High School	16000 Hwy 6	Santa Fe	77510			2000					\$ 400,000	\$ -	\$ 400,000
20 Light Poles / Parking Lot	16000 Hwy 6	Santa Fe	77510			2000					\$ 40,000	\$ -	\$ 40,000
13 Light Poles / Parking lot	16000 Hwy 6	Santa Fe	77510			2000					\$ 36,000	\$ -	\$ 36,000
High School Marquee Sign	16000 Hwy 6	Santa Fe	77510			2010					\$ 60,000	\$ -	\$ 60,000
High School FEMA Generator	16000 Hwy 6	Santa Fe	77510			2014					\$ -	\$ 1,473,615	\$ 1,473,615

Junior High Main	4132 Warpath	Santa Fe	77510	MNC	1	1973	YES	111,394	\$ 223.31	20%	\$ 24,875,190	\$ 4,975,038	\$ 29,850,228
Junior High Gym	4132 Warpath	Santa Fe	77510	MNC	1	1977		18,434	\$ 208.27	15%	\$ 3,839,240	\$ 575,886	\$ 4,415,126
Junior High Digital Marquee	4132 Warpath	Santa Fe	77510	NC	1						\$ 50,000	\$ -	\$ 50,000
Junior High Portable (24 x 64)	4132 Warpath	Santa Fe	77510	Frame	1	2021		1,536	\$ 75.00		\$ 115,200	\$ 30,000	\$ 145,200

Building	Address	City	Zip Code	Const	# Story	YR Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Building Value	Contents Value	Total Value
Junior High Portable (24 x 64)	4132 Warpath	Santa Fe	77510	Frame	1	2021		1,536	\$ 75.00		\$ 115,200	\$ 30,000	\$ 145,200
Junior High Light Poles	4132 Warpath	Santa Fe	77510								\$ 100,000	\$ -	\$ 100,000

W.A. Nelson Building (maintenance)	4135 Warpath	Santa Fe	77510	MNC	2	1957	NO	57,381	\$ 139.42	10%	\$ 8,000,000	\$ 800,000	\$ 8,800,000
W.A. Nelson Band Hall	4135 Warpath	Santa Fe	77510	MFR	1	1957		2,383	\$ 197.84		\$ 471,457	\$ -	\$ 471,457
W.A. Nelson Mechanical	4135 Warpath	Santa Fe	77510								\$ 42,000	\$ -	\$ 42,000
W. A. Nelson Old Maintenance Shop	4135 Warpath	Santa Fe	77510	NC	1	1964		16,980	\$ 80.39	25%	\$ 1,365,032	\$ 341,258	\$ 1,706,290
Indian Success Academy/Alternative Learning Center - Annex building	4135 Warpath	Santa Fe	77510	JM	1	1997	YES	26,442	\$ 151.74	15%	\$ 4,012,407	\$ 601,861	\$ 4,614,268
JH Field House	4135 Warpath	Santa Fe	77510	NC	1	2001		5,640	\$ 172.09	15%	\$ 970,562	\$ 145,584	\$ 1,116,146
JH Stadium Bleachers - Home	4135 Warpath	Santa Fe	77510								\$ 90,000	\$ -	\$ 90,000
JH Press Box	4135 Warpath Ave.	Santa Fe	77510	Frame	1	1972		198	\$ 100.00		\$ 19,800	\$ -	\$ 19,800
JH Lights/Poles	4135 Warpath	Santa Fe	77510								\$ 60,000	\$ -	\$ 60,000
JH Stadium Concession (18 x 33)	4135 Warpath	Santa Fe	77510					594	\$ 67.34		\$ 40,000	\$ -	\$ 40,000
JH Stadium Restrooms (by Field House)	4135 Warpath	Santa Fe	77510								\$ 28,000	\$ -	\$ 28,000
JH Stadium Scoreboard	4135 Warpath	Santa Fe	77510								\$ 8,000	\$ -	\$ 8,000
Maintenance Office	4140 Warpath Ave	Santa Fe	77510	NC	1	1985		5,508	\$ 45.39	10%	\$ 250,000	\$ 25,000	\$ 275,000
Grounds Shop	4140 Warpath Ave	Santa Fe	77510	NC	1	1985		6,161	\$ 93.17	20%	\$ 574,042	\$ 114,808	\$ 688,850
Drama / Maintenance Storage	4140 Warpath Ave	Santa Fe	77510	MNC	1	1973		9,720	\$ 51.44	10%	\$ 500,000	\$ 50,000	\$ 550,000

Kubacak Elementary	4131 Warpath	Santa Fe	77510	MNC	1	1985	YES	103,626	\$ 227.96	20%	\$ 23,622,119	\$ 4,724,424	\$ 28,346,543
Kubacak Elementary Annex	4131 Warpath	Santa Fe	77510	Frame	1	1954		5,208	\$ 162.16	15%	\$ 844,545	\$ 126,682	\$ 971,227
Kubacek Elem Lights/Poles	4131 Warpath	Santa Fe	77510								\$ 60,000	\$ -	\$ 60,000

Building	Address	City	Zip Code	Const	# Story	YR Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Building Value	Contents Value	Total Value
Kubacak Restrooms (14 x 21)	4131 Warpath	Santa Fe	77510					294	\$ 25.00		\$ 7,350	\$ -	\$ 7,350
Kubacak Elementary Digital Marquee	4131 Warpath	Santa Fe	77510	NC	1						\$ 50,000	\$ -	\$ 50,000
Administration / Cowan Education Center	4133 Warpath	Santa Fe	77510	MNC	1	1954	YES	45,458	\$ 225.37	35%	\$ 10,244,951	\$ 3,585,733	\$ 13,830,684
Cowan Ed Center Lights/Poles 6 poles	4133 Warpath	Santa Fe	77510								\$ 90,000	\$ -	\$ 90,000
Wollam Elementary	3400 Avenue S	Santa Fe	77510	MNC	1	1985	YES	93,136	\$ 223.27	20%	\$ 20,794,484	\$ 4,158,897	\$ 24,953,381
Wollam Elementary Gym	3400 Avenue S	Santa Fe	77510	NC	1	1985		5,580	\$ 60.75	10%	\$ 338,959	\$ 33,896	\$ 372,855
Wollam Elem Lights/Poles	3400 Avenue S	Santa Fe	77510								\$ 75,000	\$ -	\$ 75,000
Wollam Elementary Digital Marquee	3400 Avenue S	Santa Fe	77510	NC	1						\$ 50,000	\$ -	\$ 50,000
Transportation Offices / Shop	3701 Peck St	Santa Fe	77510	NC	1	2009	NO	16,991	\$ 159.06	30%	\$ 2,702,664	\$ 810,799	\$ 3,513,463
Transportation Center Lights/Poles	3701 Peck St	Santa Fe	77510			2009					\$ 255,000	\$ -	\$ 255,000
Transportation CNG compressor	3701 Peck St	Santa Fe	77510			2009					\$ 600,000	\$ 50,000	\$ 650,000
Wash Bay	3701 Peck St	Santa Fe	77510			2009		1,680	\$ 60.00		\$ 100,800	\$ 150,000	\$ 250,800
Wash Bay Storage	3701 Peck St	Santa Fe	77510			2009					\$ 20,000	\$ 35,000	\$ 55,000
Fuel Canopy	3701 Peck St	Santa Fe	77510			2009					\$ 87,360	\$ 200,000	\$ 287,360
Fuel Tank	3701 Peck St	Santa Fe	77510			2009					\$ 89,976	\$ 100,000	\$ 189,976
Agricultural Center	13405 4th 1/2 Street	Santa Fe	77510	NC	1	2010	NO	29,412	\$ 105.95	20%	\$ 3,116,258	\$ 623,252	\$ 3,739,510
Ag Barn Lights/Poles	13405 4th 1/2 Street	Santa Fe	77510								\$ 100,000		\$ 100,000
Barnett Elementary	11818 FM 1764	Santa Fe	77510	MNC	2	2019	YES	114,145	\$ 223.64	20%	\$ 25,527,242	\$ 5,105,448	\$ 30,632,690
Marquee Sign	11818 FM 1764	Santa Fe	77510			2019					\$ 36,000	\$ -	\$ 36,000
Playground Equipment	11818 FM 1764	Santa Fe	77510			2019					\$ 118,000	\$ -	\$ 118,000
Site Furnishings - Benches, etc.	11818 FM 1764	Santa Fe	77510			2019					\$ 49,900	\$ -	\$ 49,900
Sports Equipment	11818 FM 1764	Santa Fe	77510			2019					\$ 15,000	\$ -	\$ 15,000
											\$ 224,286,078	\$ 46,285,811	\$ 270,481,889

EXHIBIT 2
AUTOMOTIVE AND EQUIPMENT SCHEDULE

Santa Fe ISD Vehicle and Equipment List

Year	Make	Model	VIN	Cost New	District Unit Number
2018	Kawasaki Mule	ATV	JK1AFCW13JB500433	\$9,920	P14
2018	Kawasaki Mule	ATV	JK1AFCW13JB500383	\$9,920	P15
2021	Activity Bus	BUS	1GB3GSBG2L1266413	\$69,032	743
2021	Activity Bus	BUS	1GB3GCBG2L1266900	\$69,032	744
2004	FREIGHTLINER/THOMAS	BUS	4UZAAXDC54CM96539	\$60,573	136
2006	IC CONVENT	BUS	4DRBUAFN46B317746	\$70,994	143
2008	THOMAS FRIEGHTLINER	BUS	4UZABRCS28CY38925	\$76,348	144
2008	FREIGHTLINER/THOMAS	BUS	4UZABRCS48CY38926	\$76,348	145
2008	FREIGHTLINER/THOMAS	BUS	4UZABRDJ98CZ25162	\$83,162	146
2008	FREIGHTLINER/THOMAS	BUS	4UZABRDJ78CZ25161	\$82,360	147
2008	FREIGHTLINER/THOMAS	BUS	4UZABRDJ78CZ25158	\$83,162	148
2012	BLUEBIRD	BUS	1BAKGCPA2CF283873	\$102,532	149
2012	THOMAS/CNG CUMMINS	BUS	1T7YR4F29C1151333	\$157,893	150
2012	THOMAS	BUS	1T7YR4F20C1151334	\$157,893	151
2014	THOMAS	BUS	1T7YR4F20E1270164	\$171,186	152
2014	THOMAS	BUS	1T7YR4F22E1270165	\$171,186	153

Year	Make	Model	VIN	Cost New	District Unit Number
2014	THOMAS	BUS	1T7YR4F24E1270166	\$171,186	154
2014	THOMAS	BUS	1T7YR4F26E1270167	\$171,186	155
2017	IC COVENT	BUS	4DRBUC8N8HB503432	\$99,391	156
2017	IC COVENT	BUS	4DRBUC8N8HB503433	\$99,391	157
2019	BLUEBIRD	BUS	1BAKGCMA7KF346002	\$134,611	158
2019	BLUEBIRD	BUS	1BAKGCMA9KF346003	\$134,611	159
2019	BLUEBIRD	BUS	1BAKGCMA2KF346506	\$134,611	160
2019	BLUEBIRD	BUS	1BAKGCMA0KF346505	\$134,611	161
2018	FreightLinder/Thomas	Bus	4UZABRFC3JCJX9019	\$103,700	162
2016	BlueBird	Bus	1BABNCPH7GF320523	\$87,400	163
2016	Bluebird	Bus	1BABNCPH0GF320525	\$87,400	164
1991	FREIGHTLINER/THOMAS	BUS	1HVBBNEM1MH324958	\$52,000	202
2008	THOMAS	BUS	4UZABRDT88CZ60129	\$109,305	210
2008	SPECIAL NEEDS BUS	BUS	4UZABPDT59CZ74351	\$86,762	211
2017	SPECIAL NEEDS BUS	BUS	4UZABRDT4HCHN0596	\$110,000	213
2018	Freightliner/Thomas	BUS	4UZABRDT1JCJG1715	\$97,050	215
2021	SPECIAL NEEDS BUS	BUS	4DRBUC8N3MB177629	\$109,039	216
2021	SPECIAL NEEDS BUS	BUS	4DRBUC8N8MB177626	\$109,039	217
2021	SPECIAL NEEDS BUS	BUS	4DRBUC8NXMB177627	\$109,039	218
2021	SPECIAL NEEDS BUS	BUS	4DRBUC8N1MB177628	\$109,039	219
2021	IC CE	BUS	4DRBUC8N9MB425916	\$109,305	1165
2021	IC CE	BUS	4DRBUC8N1MB425912	\$109,305	1166
2021	IC CE	BUS	4DRBUC8N3MB425913	\$109,305	1167
2021	IC CE	BUS	4DRBUC8N5MB425914	\$109,305	1168

Year	Make	Model	VIN	Cost New	District Unit Number
2021	IC CE	BUS	4DRBUC8N7MB425915	\$109,305	1169
2022	IC CE	BUS	4DRBUC8N3NB220223	\$118,179	1170
2022	IC CE	BUS	4DRBUC8N1NB220222	\$118,179	1171
2022	IC CE	BUS	4DRBUC8N8NB220220	\$118,179	1172
2022	IC CE	BUS	4DRBUC8NXNB220221	\$118,179	1173
2022	737 2022 IC Bus	Bus	4DRBUC8N2PB082483	\$128,754	1174
2022	738 2022 IC Bus	Bus	4DRBUC8N4PB082484	\$128,754	1175
2022	739 2022 IC Bus	Bus	4DRBUC8N6PB082485	\$128,754	1176
2022	740 2022 IC Bus	Bus	4DRBUC8N8PB082486	\$128,754	1177
2022	741 2022 IC Bus	Bus	4DRBUC8N8PB430738	\$130,922	220
2022	742 2022 IC Bus	Bus	4DRBUC8NXPB430739	\$130,922	221
2021	743 Activity Bus	Bus	1GB3GSBG2L1266413	\$64,012	11001
2021	744 Activity Bus	Bus	1GB3GCBG2L1266900	\$64,012	1002
2012	Thomas Book Bus	Bus	1T88U4E25C1147923	\$49,027	STEM1
2019	749 Police vehicles	Ford Explorer	1FM5K8AR3KGB54526	\$15,000	P21
2003	CHEVROLET 1/2T PU	PU	1GCEC14VX3Z125340	\$15,360	A1
1997	FORD RANGER	PU	1FTCR10A1VPA14974	\$6,000	A10
2003	CHEVROLET 1/2T PU	PU	1GCEC14V93Z127578	\$15,360	A11
2010	FORD F250	PU	1FTNF2A56AEA02477	\$23,000	A12
2000	FORD RANGER	PU	1FTYR10C8YTB27792	\$8,000	A14
1998	FORD	PU	1FTZF1721WKC27035	\$13,960	A17
1997	FORD RANGER	PU	1FTCR10A8VUB90633	\$6,000	A18
2001	FORD 1/2T PU	PU	1FTRF17W51NB10178	\$15,000	A21
2005	DODGE DAKOTA QUAD	PU	1D7HE48K35S201135	\$16,853	A23
2002	DODGE 1500	PU	1D7HA16N82J224614	\$15,000	A24
2004	CHEVROLET PU	PU	1GCEC14V34Z187888	\$12,501	A25
2006	FORD F350	PU	1FTSF30506B92911	\$19,229	A26
2007	DODGE 2500 QUAD	PU	3D7KR28C27G720789	\$28,300	A27
2012	FORD F250	PU	1FTBF2A66CEB1103	\$20,795	A30

Year	Make	Model	VIN	Cost New	District Unit Number
2016	FORD	PU	1FT8W3DT1GEB936910	\$40,000	A32
2016	FORD	PU	1FT8W3A64GED28363	\$30,000	A33
2017	FORD F350	PU	1FT8X3A67HED18831	\$35,193	A35
2018	F250	PU	1FT7X2A64JEC38902	\$37,958	A36
2020	Ford F250 EXT CAB SD	PU	1FD7X2A69LEE34266	\$41,483	A39
2007	CHEVROLET PU	PU	1GCEC14C87Z637716	\$16,357	A6
2014	FORD	PU	1FTEW1CM8EKF78434	\$21,966	P10
2005	DODGE RAM	PU	1D7HA16P55J558413	\$14,753	P3
2014	FORD F-150 PU	PU	1FTEW1CM2EKE25448	\$21,966	P8
2014	FORD	PU	1FTEW1CM8EKF78433	\$21,966	P9
2004	CHEVROLET PU	PU	1GCEC14V54Z258721	\$15,927	T3
2016	Ford Fusion	SED	3FA6P0G74GR261933	\$15,000	P-11
2000	FORD CROWN VIC	SED	2FAFP71W4YX211965	\$20,000	T1
2009	CHEV SUBURBAN	SUV	1GNFC16039R290264	\$35,000	A29
2014	CHEV SUBURBAN	SUV	1GN5C5E03ER137000	\$34,635	A31
2020	Ford	SUV	1FMSK7BH1LGB76156	\$28,567	A37
2020	Ford	SUV	1FMSK7BH7LGB76307	\$27,438	A38
2017	FORD EXPLORER	SUV	1FM5K8AR6HGB93880	\$29,161	P13
2018	FORD	SUV	1FM5K8AR4JGC42967	\$30,941	P-16
2018	FORD	SUV	1FM5K8AR2JGC42966	\$30,941	P-17
2018	FORD	SUV	1FM5K8AR6JGC42968	\$30,941	P-18
2016	FORD	SUV	1FM5K8AR3GGB36115	\$20,000	P-19
2016	FORD	SUV	1FM5K8AR0GGB36069	\$20,000	P-20
1997	DODGE	SUV	2BYGP44R2VR373187	\$15,000	T2
2021	Loadrunner trailer	Trailer	4RALS2020NC056527	\$11,949	TR41
2007	24' Elite Trailer Alum	TRLR	5MKWG242170008829	\$15,000	AG1
1994	16' AG	TRLR	11WH51623RW204072	\$1,000	AG
2015	3240 LB SUNDOWNER	TRLR	13SKK2025F1KA9063	\$21,900	AG4
2007	5X10 TRAILER	TRLR	432-99E	\$5,000	bobs

Year	Make	Model	VIN	Cost New	District Unit Number
1996	5' X 10' AG	TRLR	4P5HH1016T1115815	\$1,000	MT10
2003	TRAILER	TRLR	901-726	\$5,000	MT10M
1991	UTILITY TRAILER	TRLR	17XFL1629M1915430 / 904-6800	\$5,000	MT16
2000	BUMPERPULL	TRLR	904-920	\$5,000	MT18
2010	BUMPERPULL	TRLR	900-8244	\$5,000	MT20
2020	PJ 13'tilt 7,000 blackwood	TRLR	4P5T11319L1339073	\$3,500	MT339073
2016	83' by 20 landscaping trailer	TRLR	5RVU62029HP046142	\$8,000	MT46142
2021	Band trailer	TRLR	4RALS2020NC056527	\$11,000	TR41
2022	746 Box Truck	Truck	F750 Box Truck	\$96,958	A40
2007	CHEVROLET	VAN	1GCGG25V471148389	\$16,359	A2
2007	CHEVROLET	VAN	1GBHG31U271234165	\$28,796	A28
2002	CHEVROLET	VAN	1GCFG15W821206463	\$14,420	A3
2017	FORD	VAN	1FBAX2CM6GKB47162	\$31,151	A34
2005	FORD	VAN	1FTNE24L45HA18212	\$15,927	A8
	Police Golf Cart				
			Total	\$6,841,575	

EXHIBIT 3
LOSS HISTORY

Santa Fe ISD- Casualty Loss Analysis and Contributions

	2013 - 2014		2014 - 2015		2015 - 2016		2016 - 2017		2017 - 2018	
Lines of Coverage	Incurred Losses	Annual Contribution	Incurred Losses	Annual Contribution	Incurred Losses	Annual Contribution	Incurred Losses	Annual Contribution	Incurred Losses	Annual Contribution
General Liability	\$0.00	\$1,799.00	\$0.00	\$1,659.00	\$0.00	\$1,665.00	\$117,805.00	\$1,653.00	\$0.00	\$1,700.00
Auto Liability	\$1,550.00	\$14,230.00	\$18,623.00	\$14,230.00	\$159,385.70	\$14,757.00	\$1,400.00	\$37,911.00	\$0.00	\$36,975.00
Auto Physical Damage	\$17,962.33	\$11,523.00	\$56,219.65	\$13,339.00	\$102,646.16	\$13,873.00	\$13,948.20	\$12,134.00	\$18,116.89	\$11,981.00
Educators Legal Liability	\$0.00	\$12,778.00	\$0.00	\$11,781.00	\$0.00	\$11,825.00	\$0.00	\$19,335.00	\$0.00	\$19,887.00
Total	\$19,512.33	\$40,330.00	\$74,842.65	\$41,009.00	\$262,031.86	\$42,120.00	\$133,153.20	\$71,033.00	\$18,116.89	\$70,543.00

	2018 - 2019		2019 -2020		2020 -2021		2021 - 2022		TOTAL		
Lines of Coverage	Incurred Losses	Annual Contribution	Incurred Losses	Annual Contribution	Incurred Losses	Annual Contribution	Incurred Losses	Annual Contribution	Total Incurred Losses	Total Annual Contribution	Loss Ratio
General Liability	\$0.00	\$1,703.00	\$0.00	\$30,833.00	\$0.00	\$10,876.00	\$0.00	\$11,148.00	\$117,805.00	\$63,036.00	186.89%
Auto Liability	\$20,200.00	\$42,123.00	\$298,363.23	\$74,799.00	\$0.00	\$137,998.00	\$0.00	\$146,953.00	\$499,521.93	\$519,976.00	96.07%
Auto Physical Damage	\$49,708.58	\$14,650.00	\$53,502.19	\$53,023.00	\$69,766.00	\$84,019.00	\$0.00	\$88,218.00	\$381,870.00	\$302,760.00	126.13%
Educators Legal Liability	\$0.00	\$19,923.00	\$0.00	\$15,228.00	\$0.00	\$13,594.00	\$0.00	\$13,934.00	\$0.00	\$138,285.00	0.00%
Total	\$69,908.58	\$78,399.00	\$351,865.42	\$173,883.00	\$69,766.00	\$246,487.00		\$260,253.00	\$999,196.93	\$1,024,057.00	97.57%

Santa Fe ISD- Property Insurance Loss Analysis and Premiums

YEAR	2013 - 2014		2014 - 2015		2015 - 2016		2016 - 2017	
Lines of Coverage	Incurred Losses	Annual Premium	Incurred Losses	Annual Premium	Incurred Losses	Annual Premium	Incurred Losses	Annual Premium
Property	\$547,148.00	\$1,223,152.00	\$1,130.00	\$1,163,661.00	\$13,182.00	\$1,146,990.00	\$649,221.00	\$1,107,555.00

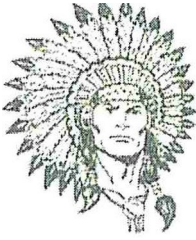
Year	2017 - 2018		2018 - 2019		2019 - 2020		2020 - 2021	
Lines of Coverage	Incurred Losses	Annual Premium	Incurred Losses	Annual Premium	Incurred Losses	Annual Premium	Incurred Losses	Annual Premium
Property	\$153,894.00	\$1,101,089.00	\$12,665.00	\$1,251,298.00	\$79,556.00	\$1,510,447.00	\$37,568.00	\$1,733,654.00

Year	2021 - 2022		Total		
Lines of Coverage	Incurred Losses	Annual Premium	Total Losses	Total Premium	Loss Ratio
Property	n/a	\$1,940,685.00	\$1,494,364.00	\$12,178,531.00	12.27%

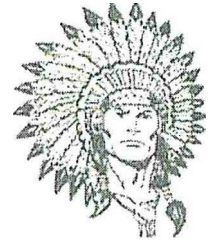
Santa Fe ISD – Property Valuation- Statement of Values

YEAR	2013 - 2014	2014 - 2015	2015 - 2016	2016 - 2017	2017 - 2018
Property and Contents	\$152,749,963.00	\$152,749,963.00	\$153,771,578.00	\$155,974,843.00	\$160,142,788.00

YEAR	2018 - 2019	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023
Property and Contents	\$167,358,474.00	\$191,489,152.00	\$211,916,580.00	\$218,856,432.00	\$236,306,892.00



SANTA FE INDEPENDENT SCHOOL DISTRICT



P.O. BOX 370
SANTA FE, TEXAS 77510-0370

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FAX: (409) 925-4002

www.SFISD.org

Kevin Bott, Ed.D.
Superintendent

February 23, 2023

Re: Santa Fe ISD RFP#22-230011

To Whom It May Concern:

This letter shall service as notice that Santa Fe Independent School District (“SFISD”) has not assigned any markets or designated any agents/brokers of record for purposes of obtaining competitive pricing for insurance policies under RFP # 22-230011. Any agent who is interested in submitting a competitive proposal to SFISD under RFP # 22-230011 is authorized to obtain such information for the purpose of competing in this procurement; however, no agent/broker is doing so as SFISD’s agent/broker of record. To allow full and open competition for the benefit of SFISD, as is required by law, SFISD requests that carriers not block or assign any insurance markets identified in RFP # 22-230011 in favor of any single agent/broker.

You are advised that any agent/broker of record letters previously issued to any agent/broker by or on behalf of SFISD shall be considered terminated, and of no further force or effect.

If you have any questions regarding this notice, please direct all inquiries to Bryan Holliday Santa Fe ISD Purchasing Specialist, 409-925-9026 Bryan.Holliday@sfisd.org.

We appreciate your attention to this matter.

Sincerely,

Alejandro Sanchez Director of Finance/Acting CFO