



# SMSD

**Stafford Municipal School District**

*"The Best Little School District in Texas"*

## BUSINESS OFFICE

**REQUEST FOR PROPOSAL # 21-0016**

**DEPOSITORY BANKING SERVICES**

Chalita Cyprian, Purchasing Specialist

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

Email: [purchasing@staffordmsd.org](mailto:purchasing@staffordmsd.org)

Submittal Deadline and Proposal Opening:

**Friday, September 3, 2021 at 2:00 PM, Central Time**

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Items below represent components which comprise this bid/proposal package. Respondents are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, please notify Chalita Cyprian, Purchasing Specialist immediately.

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**Request for Proposal Notice  
FOR DEPOSITORY BANKING SERVICES BY  
STAFFORD MUNICIPAL SCHOOL DISTRICT  
1633 Staffordshire Road  
Stafford, TX 77477**

Stafford Municipal School District (“SMSD” or the “Department”) is soliciting proposals from banks to serve as a depository to assist with the banking functions for funds of the Department.

**Introduction**

In accordance with the Texas Education Code (TEC), Chapter 45, Subchapter G, School District Depositories, the Board of Trustees of the Department will select a depository through soliciting proposals for a depository services contract for an initial term of two years beginning September 1, 2021 and ending August 31, 2023 or until a successor depository is selected, qualified, and agrees to a depository agreement based on either fees or compensating balances.

The District and the depository may agree to extend this contract for three (3) additional two-year terms in accordance with the TEC §45.205(b). This section requires that the contract and any extension of this contract coincide with the District’s fiscal year. If the District changes its fiscal year, the term of the contract may be shortened or extended no more than one year by mutual agreement to coincide, provided that this contract remains in effect until its successor is selected and has been qualified. If the parties cannot agree, the District has the option to change the term of this contract.

The legal provisions providing for naming a depository of the District are set forth in the TEC, Subchapter G, School District Depositories, §§45.201 through 45.209. Investments by the District are governed by the Texas Government Code (TGC), Chapter 2256, Public Funds Investment. Securities pledged as collateral to secure district deposits are governed by the TGC, Chapter 2257, Collateral for Public Funds.

## **PART 1.0 – NOTICE OF INTENTION**

The Purchasing Division of the Stafford Municipal School District (“SMSD” or the “District”) is conducting this procurement to establish a contract. The Term of the prospective contract is for a possible term period of eight (8) years. The maximum duration of any contract resulting from this procurement is a total of eight (8) years, running from the date of execution of the contract by the authorized representative of the District. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of SMSD (“Board”) in a duly called and posted meeting of the Board. Proposers are requested to submit a proposal offering their total line of available products and services that are commonly purchased by government entities, school districts and other public, not-for-profit agencies and organizations.

Product(s) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within this RFP and further described in the scope and specification section.

## Part. 2.0 - PROPOSAL REQUIREMENTS

Please read carefully this entire proposal document and specifications. Complete all forms and submit your bid with all appropriate attachments.

### 2.1 Request for Proposals (RFP) Documents

SMSD proposal documents are made available online via the SMSD website at:

<https://www.staffordmsd.org/departments/fiscal-responsibility> to anyone who wishes to submit a proposal. However, it is the responsibility of the proposer submitting a proposal to make certain that the SMSD Business Office has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

### 2.2 Tentative Time-Table

SMSD anticipates following the time-table listed below for this job:

Item	Date & Time	
1	RFP Released	August 20, 2021
2	Pre-Proposal Meeting via Zoom	August 26, 2021 – 10:30 am
4	Addenda (if any)	
5	Deadline for submission of proposals ( <i>See Part 4 – Instruction to Proposers – for detailed submission requirements</i> )	September 3, 2021
6	Extended Due Date Deadline (if any)	
7	Award Date	September 13, 2021

The table above is only an estimate and may vary.

### 2.3 Procurement Method

SMSD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code (TEC), Chapter 45, Subchapter G, School District Depositories.

For information regarding the proposal process, contact Chalita Cyprian, Purchasing Specialist at 281-261-9252.

### 2.4 Requirements for Return of Proposal Responses

All questions in the attached uniform proposal blank should be answered and provided to the District as the Depository's proposal. Respondents must submit three complete paper copies of the proposal by 2:00 pm CST on or before **September 3, 2021** in person or mailed to the address below. The Proposal must be **submitted in a sealed envelope or packet marked "Depository Services"**.

Submit Proposals to:  
Stafford MSD Administration Building  
Attn: Business Office  
1633 Staffordshire  
Stafford, Texas 77477

## 2.4 Cashier's Check

The Depository is to submit a Cashier's Check in the sum of \$5,000 payable to the District. Cashier's check must be postmarked by the due date of the proposal submission (August 25, 2021). If any portion of this contract is awarded to the Depository the check will be returned to the Depository. If the Depository fails to execute the contract in a reasonable time, the check shall be cashed by SMSD as liquidated damages. If the proposal is not accepted, the check will be returned to the Depository immediately after contract award.

Please deliver the cashier's check by mail, express mail, or in person to:

Stafford Municipal School District  
Business Office  
Attention: Dedrea Norman, Chief Financial Officer  
1633 Staffordshire Road, Stafford, TX 77477.

## 2.5 Pre-Proposal Conference

Pre-proposal conference will be held via ZOOM on August 26, 2021, 10:30 am. Please click <https://staffordmsd.zoom.us/j/86823109316?from=addon> to attend.

## 2.6 Evaluation Process

In accordance with applicable laws, rules, and regulations for public purchasing, including TEC § 45.206, the award will be made to the responsible proposer whose proposal is determined, after evaluation by the SMSD Business Office, to be the best value to SMSD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

10%	Interest rates offered on demand and or time deposits.
20%	Cost of Services (Charges for keeping District accounts, records and reports and furnishing checks).
25%	Ability to provide the necessary services and perform the duties as Depository.
5 %	Any other matter that in the judgment of the board of trustees would be to the best interest of the Department.
10%	Current and/or past relationship with the Department
10%	Collateralization policy and type of third-party institutional holding collateral
10%	Automated and additional services offered and available
<u>10%</u>	Funds availability and deposit and payment cut-off times
100%	Total

## 2.7 Rights Reserved by SMSD and Restrictions on RFP Process

- a) SMSD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- b) SMSD further reserves the right to award a contract, in part or in whole.
- c) SMSD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract pursuant to this RFP.

- d) SMSD reserves the right to reject any and/or all proposals, to award a contracts as may appear advantageous, and to negotiate separately, as allowed by applicable law, in any manner necessary to serve the best interests of the District. SMSD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. SMSD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the District. SMSD also reserves the right as sole judge of quality and equality. In accordance with TEC § 45.206(d), the District may negotiate with the proposing bank that submits the highest-ranked proposal, based on the selection criteria stated herein, to determine any terms of the proposed depository contract other than the interest rates proposed.

## 2.8 Questions and Clarification

- a) Questions regarding the requirements specified in this solicitation may be sent via email to Chalita Cyprian, Purchasing Specialist, [purchasing@staffordmsd.org](mailto:purchasing@staffordmsd.org) **no less than three (3) business days** before the proposals are due. Response to questions will be posted on the SMSD website within 48 hours of receipt.
- b) SMSD will not answer verbal questions; any responses to a prospective vendor's questions will be posted in an Addendum on the SMSD website.

## 2.9 Legislative Change

Changes in the law that may be enacted by the State Legislature, in session, could alter the scope of requirements as stated in this document. The proposal should conform to all statutes in effect at the time of proposal opening. The proposer shall comply with all applicable laws.

## 2.10 Other

- a) The successful proposer will notify SMSD in writing within ten (10) days of any changes in Federal or State regulations or laws that would thereafter affect the depository agreement.
- b) The bank's records relating to the District's accounts shall be open to review by either the District, its independent auditors, and/or the Texas Education Agency.
- c) The District reserves the right to pay for Depository services by targeted balances or by fees.
- d) The District reserves the right to exclude direct payroll deposit service from the depository contract if the Depository does not offer direct payroll deposit service

## PART 3.0 – INSTRUCTIONS TO PROPOSERS

This portion of the RFP includes instructions on the format proposers must follow in preparing and submitting their proposals. It further identifies how questions can be raised and will be addressed.

### 3.1 Compliance with Specifications

Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the proposer's Note to Buyer section of the proposer's submitted proposal. Each proposer, by making its proposal, represents that the proposer has read and understands the RFP and the Agreement.

### 3.2 Required Proposal Format

All proposers are required to respond to this RFP in its entirety. The forms included in the Attachment Packet must be completed, signed, scanned, and included with the submission of the proposal. Please ensure that you respond to all Bid Attributes and Line Items in this Request for Proposal.

### 3.3 Disqualification

A proposer may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

### 3.4 Environmental Initiatives

SMSD is committed to reducing waste and promoting energy conservation. Toward that end, proposers responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

### 3.5 Interpretation

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

### 3.6 No Return of Proposals; Withdrawal of Proposals

Once submitted, SMSD will not return proposals to proposers. A proposal that has been submitted may be withdrawn prior to the deadline for submission of proposals.

### 3.7 Non-Collusion Statement

Proposers are required to certify a Non-Collusive Statement. Proposers are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that proposer has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against SMSD or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

### 3.8 Preferences

SMSD may apply applicable preferences for Texas resident proposers in the event of a tie in evaluation of proposals. Preferences must be explicitly claimed by proposer and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by SMSD in a Child Nutrition Program. *See* Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

### 3.9 Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly

engaged in the type of business that provides the items listed herein.

**3.10 Responsive Proposal**

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

**3.11 Similar Products**

Whenever an article or material is defined by SMSD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

**3.12 SMSD is tax-exempt**

SMSD is tax-exempt. Proposal prices should not include taxes.

**3.13 Conflict of Interest (CIQ Form – must be filled out and submitted with proposal. See Attachment Packet**

**EDGAR Conflict of Interest Requirements**

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of SMSD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through SMSD’s written procedures, SMSD has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent’s Office and addressed through SMSD’s personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the **Board President and addressed through SMSD Board policies.**

**3.14 Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application and submitted with proposal. See Attachment Packet**

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## PART 4.0 – SCOPE & SPECIFICATIONS

### 4.1 Request for Proposals Defined

The intention of this Request for Proposals (RFP) is to solicit proposals for **Depository Banking Services**.

SMSD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code (TEC), Chapter 45, Subchapter G, School District Depositories.

For information regarding the proposal process, contact *Chalita Cyprian, Purchasing Specialist, 281-261-9252* or via email at [purchasing@staffordmsd.org](mailto:purchasing@staffordmsd.org).

### 4.2 Scope of Services

SMSD is looking to obtain proposals from vendors that can provide *Depository Banking Services*.

### 4.3 Specifications

It is the intention of SMSD to establish a contract with highly qualified Vendor(s) for *Depository Banking Services*. Vendor(s) shall, at the request of SMSD, provide these products and/or covered services under the terms of this RFP and the Contract set forth in Section **7.0 General Terms and Conditions**

## **PART 5.0 – EVALUATION AND AWARD OF PROPOSALS**

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation by the SMSD Procurement Division, to be the best value to SMSD. *See* TEC § 45.206(d). To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

### **5.1 Awards**

Awards will be made to the successful proposer for the total line of products and services submitted. Award will be based on the criteria set forth within this document. In accordance with TEC § 45.206(d), the Department may negotiate with the proposing bank that submits the highest-ranked proposal, based on the selection criteria stated herein, to determine any terms of the proposed depository contract other than the interest rates proposed.

SMSD shall comply with the Texas Public Information Act in the event SMSD receives an open records request for information relating to proposals submitted in response to this RFP.

**PART 6.0 – FINANCIAL OFFER & QUESTIONNAIRE**

Proposers must respond to all questions and identify all costs, fees, or charges for which SMSD may be billed. Costs not indicated in proposals will not be paid. Proposers are to provide written documentation for any exceptions.

Reference Attachment A for all responses regarding pricing of services.

**PART 7.0 – GENERAL TERMS AND CONDITIONS / CONTRACT**

As required by 19 Texas Administrative Code Section 109.52, SMSD must use the uniform depository contract form entitled “Depository Contract for Funds of Independent School Districts under the Texas Education Code, Chapter 45, Subchapter G, School District Depositories” found at [http://ritter.tea.state.tx.us/rules/tac/chapter109/19\\_0109-0052-1.pdf](http://ritter.tea.state.tx.us/rules/tac/chapter109/19_0109-0052-1.pdf).

**Proposal Form  
For  
Depository Services  
Stafford Municipal School District**

***Definitions and Instructions***

In this document, the terms “you” and “your” refer to the depository bank, and “we,” “our,” and “us” refer to the district named above.

You must answer all questions in this form and provide it to us as your proposal.

We have the right to reject any proposal. If any part of this proposal or any contract entered into between you and us is invalid, the remainder, at our option, remains in force and is not affected. We have the right to use a sub-depository bank other than the primary bank and those deposits will be collateralized.

***Bank Compensation***

We may pay for your services by targeted balances or by fees and change the methodology when appropriate? Please detail any differences in related costs to us with either option.

**Compensation Based on a Targeted Balance**

We may choose to pay for your services by maintaining a targeted amount of our funds in the depository. We will maintain balances in the checking accounts to compensate you in full or in part for services provided. You must provide a monthly account analysis that reflects the earnings credited for these balances.

You may invest any excess collected balance daily as directed by us in an overnight investment that we approve, an interest-bearing account, or a money market mutual fund registered with the Securities and Exchange Commission (SEC) which strives to maintain a \$1 NAV. Please list below the overnight investment and any index upon which the rate will be based.

The rate history at your bank for the month of January 2021 was:

Earnings Credit Rate (ECR):	_____	%
Interest Bearing Accounts:	_____	%
Money Market Accounts:	_____	%
Sweep Accounts:	_____	%

If any of these rates is based on an index rate (such as the T-Bill auction rate), stipulate how you will use the index to calculate the rate.

**Compensation Based on Fees**

We may choose to pay for your services on a straight fee basis in which we will not maintain a targeted balance. You will assess fees, and we will pay them in accordance with your proposed fees as listed on Attachment A, Volumes for Pricing Transactions.

***District Investments***

We reserve the right to purchase, sell, and invest our funds and funds under our control, including bond funds, as authorized by the Texas Government Code, Chapter 2256, Public Funds Investment Act, and in compliance with our investment policy, which can be found at: <https://pol.tasb.org/Policy/Code/578?filter=CDA>

We may choose to invest in time deposits at the depository, but all investments including certificates of deposit are bid competitively at the time of purchase.

**Collateral**

**Collateral Conditions**

You must provide collateral equal to 110 percent of all our time and demand deposits plus accrued interest minus applicable Federal Deposit Insurance Corporation (FDIC) coverage. Collateral will be pledged to us and held in an independent safekeeping institution by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act. You will be liable for monitoring and maintaining the collateral and the required margin at all times and will provide an original safekeeping notice and a monthly report of the collateral including at least the security description, par amount, cusip, and market value.

You and we must execute a collateral agreement in accordance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA). Provide a sample collateral agreement as Attachment D, Sample Collateral Agreement.

We estimate our maximum anticipated collateral requirement to be \$5,000,000.

If voluntary collateral pooling is legislated during the period of this contract, you and we may consider it and agree to use it under this contract.

**Eligible Collateral**

We will accept only approved securities as specified by the TEC, §45.201, as pledged collateral, voluntary pooled collateral (if available) or a Federal Home Loan Bank Letter of Credit.

***Banking Services Fees***

Based on the services we require from you, complete the proposed fee schedule, Attachment A, Volumes for Pricing Transactions. All fees which may be charged to supply the services must be included or will not be eligible under the contract. We and you reserve the right to mutually agree upon any change of contract terms or pricing during the contract extension periods.

**Depository Information**

Please answer the following questions about your depository bank.

1. State the full name and address of the depository and any parent holding company. List all branch locations within our boundary.
2. Provide the annual audited financial statement for the most current fiscal year. This may be in printed form, but we prefer an electronic link to the website. Members of your holding companies must include corporate annual financial statements and your individual call report for the most recent operating quarter. Audited financial statements are required each year of the contract.
3. State your rating from an independent depository rating agency or, if that rating is not available, the rating on your senior and subordinate debt. You must inform us of any change in this rating during the period of the contract within a reasonable period.

**4. Contact Information**

To ensure smooth communication and continuation of services, you must assign a specific account executive and a backup to our account to coordinate services and help solve any problem encountered.

- a. Designate a depository officer as a primary contact with us.

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

Email \_\_\_\_\_

- b. Designate a depository representative as a backup contact with us.

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

Email \_\_\_\_\_

- c. If the primary and backup contacts are not available, how do we contact someone in an emergency? After hours?

- a. Describe in detail how you handle problem resolution, customer service, day-to-day contact, and ongoing maintenance for governmental clients. Please be specific about exactly whom we will be calling and working with for the situations described above.

5. List references from at least three of your current, comparable governmental clients. Include the length of time under contract and a client contact, title, and telephone number.
6. Based on the services we require, please provide a proposed timeline for implementing the contract; include the timeline activities and direct responsibilities of both our district and your depository bank during implementation.
7. Provide a copy of all agreements (including those not directly referenced in this proposal) that will be required under the contract.

8. If we award the contract to you, you must review our then-current district investment policy and certify in writing to that review in accordance with the Public Funds Investment Act verifying that you have sufficient controls in place to avoid transactions not authorized by the policy. The link to our investment policy can be found on our website at: <https://pol.tasb.org/Policy/Code/578?filter=CDA>
9. We may conduct a pre-award interview on-site at your depository bank before awarding the contract. Please provide us with a contact name for arranging the pre-award interview.
10. Are you offering any transition or retention incentive to us? If so, please describe it in detail

## ***Banking Services***

### **1. Consolidated Account Structure with Sweep Mechanism**

We are interested in earning at then-current interest rates available at all times. We want the option to use an automated, daily sweep to a money market mutual fund or depository alternative account (if competitive) to reach our full investment goal. We will not accept a repurchase agreement or offshore investments as a sweep investment vehicle.

Our current account structure is listed as Attachment B, District's Current Account Structure. We do not guarantee that we will maintain the balances or structure at these same levels.

You must clearly describe your most cost-effective account structure (interest bearing accounts, zero balance accounts [ZBAs], or sweep, etc.).

- a. Fully describe the proposed account structure. Would a sweep be from a master account with ZBAs or directly swept from the individual accounts? Is interest distributed at the account level?
- b. State the average interest rate on the recommended alternative structure for the past 12 months.
- c. If an SEC-registered money market fund is used for the sweep proposal, provide the full name and a copy of the prospectus. It must strive to maintain a \$1 NAV.
- d. Interest earned on interest bearing accounts must **not** be charged as an expense on the account analysis. Confirm acceptance of this condition.

We may be required or may desire to open additional accounts, close accounts, or change account types during the contract period. If this occurs, the new accounts and services must be charged at the same contracted amount or, if unanticipated, at not more than published rates.

### **1. Automated Cash Management Information**

We are interested in automated balance and detail information and online retention. Minimum automated services must include the following:

- prior-day summary and detail balance reporting on all accounts
- intraday detail and summary balances (on local main and payroll accounts)
- initiation and monitoring of stop payments
- positive pay exception transactions
- initiation and monitoring of internal and wire transfers
- image access

### **3. Deposit Services**

We require standard commercial deposit services for all accounts.

We expect all deposited checks to clear based on your current published availability schedule, but please note any options for expedited availability in your proposal. For all cleared deposits you receive by your established deadline, you must process them for same-day ledger credit. If you fail to credit our accounts in a timely fashion, you must pay interest to us at the then-current effective federal funds rate.

- a. What is your daily cutoff time to ensure same-day ledger credit?
- b. Describe how and when you send credit and debit advices to us.
- c. What type of deposit bags do you use or require? Are these available from you?
- d. In what city does item processing occur?

#### **Remote Deposit**

We are using remote check deposit. These deposits include both consumer and commercial checks.

- e. What are your current capabilities in remote check deposit? Describe how checks are processed and cleared. Please state the cutoff time for same-day ledger credit.
- f. Give two comparable references with contact information.
- g. Do you produce a daily balancing report? Provide a sample.
- h. What scanner equipment is required to operate the system? Is this equipment available through your depository bank for purchase or lease? Please list the equipment required along with its cost.

### **4. Standard Disbursing Services**

We are interested in standard disbursing services for designated accounts.

- a. Do you image all paid checks, deposit items and deposit slips?
- b. Are check and deposit images available online? When? Do you provide a monthly compact disc (CD)? If not, are reports downloadable?
- c. How long do you maintain check and deposit images online?
- d. Do you pay all our checks without charge upon presentation?

### **5. Positive Pay**

We require positive pay services if available at the bank for designated accounts on which checks are written. The positive pay process should be fully automated and web based. We will transmit check information electronically to you on each check run and as we create checks manually.

- a. Describe the data transmission and transfer requirements for automated and manual checks.
- b. Is input available online for manual checks? If it is not available online, how do we transmit information on individual manual checks to you?
- c. How can we change or delete check records, if necessary?
- d. How do you notify us of a positive pay exception?

- e. When do you report exception information to us? When is the deadline for our exception elections? Are images of exceptions available?
- f. Are all checks, including those received by the tellers and vault, verified against the positive pay file before processing? How often do you update teller information?
- g. Do you offer payee positive pay?
- h. Please provide a copy of your file layout format.

## 6. Account Reconciliation

We anticipate using partial or full reconciliation services on all accounts in concert with positive pay, depending on cost effectiveness.

- a. Describe the partial and full reconciliation processes.
- b. With what format(s) does your system interface? What record formats are required? *[Alternatively, the district can specify its interface format for the depository to determine compatibility.]* How do you send reconciled data to us? When?
- c. Please provide references of customers who use the XX ledger system?
- d. Specify all reporting alternatives.
- e. Are reports available online? How long are reports maintained online? Provide a sample copy of reports.

## 7. Funds Transfer and Wire Services

Incoming wire transfers must receive immediate same-day collected credit. Wire initiation should be available online. We require that wires be released the same business day if information is provided by the established deadline.

- a. Describe the process of online wire initiation. What backup process is available for the online process in case the system is unavailable?
- b. Is any paper transaction required for transfers or wires as follow-up?
- c. How and when will you notify us of incoming wires? Online? Email?
- d. Is future dating available for both repetitive and non repetitive wires and transfers? How far in advance?
- e. What is the deadline for initiation:
  - by telephone?
  - online?
- f. Are templates and template storage available?

## 8. Optical Imaging

We desire optical images that are downloadable or on CD on all accounts.

- a. What items and reports are available online (checks, statements, deposit slips, deposited items, etc.)? How long are each available?
- b. What items are captured on the monthly CD, if provided?
- c. When do you make the monthly CD or imaged reports available?
- d. When and for how long are statements and account analyses available online?

## 9. Automated Clearinghouse (ACH) Services

We require ACH transactions for payable and receivable transactions. We require a pre-notification (pre-note) on all new transactions.

- a. Describe the transmission alternatives for individual ACH transactions. Can we initiate individual ACH transactions online?
- b. What filters and blocks are available on our accounts for ACH transactions?
- c. Are ACH addenda shown in their entirety online and in reports?
- d. What is your policy on pre-notification? Is the pre-note charged as a standard ACH transaction?
- e. What is the deadline for transmission (hour and day) for a payroll to credit employee accounts on a Friday?
- f. Is ACH positive pay available?
- g. Does ACH debit the account on day of initiation or settlement?

## 10. Safekeeping Services

We may require you or another eligible offeror to provide book-entry safekeeping services for any securities we own. We will make all our investments and transmit instructions for clearing and safekeeping to you in writing or electronically.

All securities must be cleared on a **delivery versus payment (DVP)** basis. Ownership must be documented by original clearing confirmations, and safekeeping of receipts must be provided within one business day of the transaction. Funds for investments must be drawn from our designated demand deposit account. All principal and interest payments, coupon payments, and maturities must receive automated same-day collected credit on our designated account without requiring any additional action by us.

If you use a correspondent bank for safekeeping our securities, the transactions must be handled through your systems and must not require additional interaction by us with the correspondent bank. No delay in transactions, wires, or flow of funds is acceptable under a correspondent relationship.

- a. Are you a member of either the Federal Reserve or a Federal Home Loan Bank? If not, name the correspondent depository you would use for clearing and safekeeping. Describe any safekeeping arrangement proposed with a correspondent depository including processing requirements by us.
- b. Are security transactions available online for either originating or monitoring?
- c. What is the deadline for settlement instructions on a cash (same-day) settlement? Would we incur any charge for late instructions?

We may choose to purchase time deposits from you, but all time deposits will be competitively bid at the time of purchase.

## 11. Collateral Requirements

You must meet all the requirements, including those beyond the Public Funds Collateral Act, as stated below. The proposal must state that you agree to the following terms and conditions:

- All collateral pledged to us must be held by a custodian or permitted institution as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act. *[Alternatively, the district may specify any limitations on its preferred custodial arrangement.]*
- We, you, and the safekeeping bank must execute a triparty safekeeping agreement for custody of pledged securities in full compliance with the FIRREA requiring a depository resolution. (Or completion of Circular 7 if a Federal Reserve bank is acting as custodian. Even if a Federal Reserve bank is used, you and we must still execute a depository agreement.)

- All time and demand deposits above FDIC coverage must be collateralized at a minimum of 110 percent of principal plus accrued interest at all times (110 percent on mortgage-backed securities).
- You are contractually liable for continuously monitoring and maintaining collateral at our required margin levels.
- The custodian must provide evidence of pledged collateral by sending original safekeeping receipts or a report directly to us within one business day of receipt.
- We must receive a monthly report of collateral pledged including description, par, market value, and cusip, at a minimum.
- We must grant substitution rights if you obtain our prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping.

Authorized collateral includes only approved securities as specified by the Texas Government Code, Chapter 2257, Public Funds Collateral Act and noted above.

- a. Do you propose any collateral charges? If so, under what conditions are they charged, and how is the charge applied?
- b. What is your deadline for requesting collateral in excess of existing requirements?

## 12. Account Analysis

You should provide monthly account analysis reports for each account and on a consolidated account basis.

- a. When is the account analysis available each month?
- b. Is the account analysis available online? Is it imaged on electronic media monthly?
- c. Are paper statements also sent to us? If so, when?
- d. How long will it take you to correct any billing errors on the account analysis?

## 13. Monthly Statements

You must provide monthly account statements on all accounts with complete supporting documentation.

- a. State when monthly statements will be available each month online and on paper.
- b. Is the monthly statement available online? If so, when and for how long? Are the statements imaged and/or put on electronic media monthly?
- c. If imaged, are paper statements also sent to us? If so, when?

## 14. Overdrafts

- a. Are all accounts aggregated for overdraft calculation purposes?
- b. State the rate basis for intraday and interday overdrafts.
- c. What is the policy for daylight overdrafts?

## 15. Stop Payments

We desire an automated stop payment process.

- a. What are the time period options available for stop payments?
- b. What are the options for extended stop payment periods? How are they extended?
- c. What is the cutoff hour for same-day action on stop payments?
- d. Can we initiate stop payment orders online? If so, do you require any paper follow-up document?
- e. What information on current and expiring stop payments is available online?

## **16. Customer Service**

- a. Do you offer customer services in languages other than English?
- b. What languages are offered?

## **17. Service Enhancements**

Based on the information you provide in the proposal and your knowledge of the public sector, please describe any services or technological enhancements, not previously mentioned, that we should consider to manage our treasury operations more effectively.

## ***Optional Services***

### **1. Merchant Services.**

We can and do comply with Payment Card Industry Data Security Standards.]

- a. Do you currently offer merchant card processing services? How long has this service been available? What interface format(s) does your system supply?
- b. How many institutions and end customers do you have?
- c. Describe the fee components of a merchant card processing relationship. Provide a list of all the fees to us. State the association fees, the discount rates, and your fee per transaction.
- d. Do you have software that allows online payments to us through your portal?
- e. Describe the reporting functions and data availability.
- f. Describe billing options.
- g. Describe the authorization method or process used. How are incorrect authorizations reversed?
- h. Describe your debit card processing capabilities. Do you distinguish between debit and credit cards on your bank identification number (BIN)? Can you program a debit card to the lowest cost network?
- i. Describe your transmission process. Describe the monitoring and notification process if transmissions fail.
- j. Is data imaging available online? What is available online? When? For how long?
- k. Describe the dispute resolution process.
- l. Describe your security measures for Internet transactions and unauthorized use.

### **2. Payroll Cards or Debit Cards**

We are exploring the use of stored-value cards (payroll cards or debit cards) as a payroll option for employees at a minimum. Cardholders should be able to use the cards as debit cards for purchases at point of sale as well as for cash withdrawals at financial institutions and automated teller machines.

The purchasing ability of the cards must be limited to the stored value of the card. We may choose not to pay for access fees for the employees issued the stored-value cards.

We will be responsible for any marketing of the program and have total discretion on the distribution of the cards. We will enroll the employees. You must provide cardholders with all processing and transaction information and reports. We expect the following services from you, at a minimum:

- embossing, encoding, and distributing standard cards as directed by us
- providing paper and electronic statements to cardholders
- administering accounts, including maintenance of accounts, application of funds, authorization of transactions, and related tracking
- customer service functions
  - a. Do you currently provide this service? If so, how long has it been available?
  - b. How many institutions and end customers use the service? Provide three comparable references for the service.
  - c. Which program (authorization marks) does your program use? (Visa, MasterCard, etc.)
  - d. Describe the enrollment process. Is enrollment batched and web-based?
  - e. Describe the manner by which funds will be made available to the cardholders.
  - f. What are the inactivity levels for the program? Do these generate additional fees? Describe any other potential fees.
  - g. Are all funding transmissions by standard ACH? Describe the data transmission requirements and deadlines.

### **3. Purchasing Cards**

We are exploring the use of purchasing cards as an option for small dollar transactions.

- a. What card platforms do you support (MasterCard, Visa)? Do you use a third-party processor?
- b. What, if any, information is available online? When? Describe data download and integration capabilities. Describe reporting capabilities.
- c. What client support is available? How is it provided?
- d. Describe the diverse parameters and restrictions available for the card control. How many access levels are available?
- e. Discuss settlement and corporate liability terms. Include information on your support for the program and your experience, settlement terms on payment, security procedures, and license requirements. How will we receive billing?
- f. Describe how cards are issued, deleted, or replaced. How do you handle lost or stolen cards?
- g. Explain your spend volume rebate program.
- h. Provide three comparable references for the service.

### ***Schedules and Attachments***

#### **We provide the following:**

- Copy of our audited financial statements  
<https://resources.finalsite.net/images/v1614260224/staffordmsdorg/vx1oeyvbdjsnqkxkdf26/StaffordMSD2020CAFRFINAL.pdf>
- Attachment A, - Excel spreadsheet with volumes and schedules for Depository Services, Merchant Services, and Purchasing Cards, as identified by tab names
- Attachment B, District's Current Account Structure
- Attachment C, District Investment Policy <https://pol.tasb.org/Home/Index/485>

#### **You must include the following information with the proposal:**

- Copy of your audited financial statements *[or link to website]*
- Corporate audited financial statements and the individual depository's call report (for members of your holding companies) *[or link to website]*
- Uniform Bank Performance Report reference
- Attachment A, Volumes for Pricing Transactions (completed with fees and rates)
- Sample Account Analysis Statement
- Attachment D, Sample Collateral Agreement
- Any service agreements (including those not directly referenced in this proposal) that must be executed under the contract (if applicable)
- Screen shots of major pages within your automated cash management system, or online web demo access (if available)
- Sample daily balancing report for remote deposit (if applicable)
- Sample account reconciliation reports (if applicable)

***Acknowledgments***

You confirm that you will not charge interest earned on the account analysis.

If awarded the contract, you must review our then-current District investment policy and certify in writing to that review in accordance with the Public Funds Investment Act verifying that you have sufficient controls in place to avoid transactions not authorized by the policy.

You accept the investment options and/or collateral conditions as specified in our investment policy.

By submitting this proposal, you acknowledge that you agree with and accept all specifications in the proposal except as you expressly qualified in the proposal.

Bank: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

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

Typed Name: \_\_\_\_\_

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

**ATTACHMENT A**  
**Stafford Municipal School District**  
**General Operating Account Only**

Submitting Bank: **Bank Name**

*Provide a price schedule for all services and include any one-time charges or set-up fees.*

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Total Monthly Fee	Explanatory Notes, if applicable
<b>Account Deposit Services</b>					
Account Maintenance Fee	Per account	6			
Statements Rendered		8			
Deposit Supervisory Fee / Bal Assessment NIB					
Checks Paid	Per item				
Image Storage Per Item	Per item				
Debits Posted - Electronic	Per item	231			
Credits Posted - Electronic	Per item	90			
Post No Checks Maintenance	Per month				
<b>Information Services - Balance &amp; Detail</b>					
Customer ID Maint	Per customer				
Balance Reporting Module Maintenance	Per account				
Previous day Reporting	Per account	1			
Previous Day Dr/Cr Items	Per item	364			
Previous Day Reporting Accounts	Per item	7			
Comm Online Banking Transfers	Per item	29			
Stop Pay Module Maintenance	Per account/overall				
Stop pay item - Electronic	Per item	2			
Stop payment automatic renewal	Per item				
Check Inquiry Maintenance	Per account				
Financial EDI Items		14			
<b>Deposits</b>					
Credits Posted	Per item	90			
Remote Deposit Capture Maint	Per month				
Remote Deposit Capture Item	Per item				
<b>ACH Processing</b>					
Service Monthly Maintenance (Base) Fee	Per month/ACH ID				
Debits originated	Per item	13			
ACH Incoming Credits	Per item	39			
ACH Origination Items	Per item	1362			
Electronic Credit Received/Posted	Per Item				
Electronic Debit Recived/Posted	Per item				
ACH Notification of Change	Per item	7			
ACH Return Items	Per item	1			
ACH Returns Report	Per Item				
ACH Item Deletions or Reversal Charges	Per item				
Transmission	Per file				
Fraud Filter - Review - Base Fee	Per month				
Fraud Filter Authorized IDs	Per item				
Fraud Filter - Review - Per Item	Per item				
<b>Positive Pay</b>					
Service Monthly Maintenance (Base) Fee*	Per account or mo				
PP Non Recon Maintenance	Per account or mo				
Payee Name Verification	Per item	185			
Positive Pay Exception Item	Per item				
Transmission - File Transmission	Per item				
<b>Imaging</b>					
CD ROM - Per CD	Per item				
CD ROM - Maintenance	Per month				
Image Capture	Per Item				
<b>Reconciliation</b>					
Full Recon Monthly Maintenance	Per Month				
Full reconciliation - per item	Per item				
Output File	Per item				
<b>Wire Transfers</b>					
Service Monthly Maintenance*	Per month				
Incoming - domestic	Per item	3			
Outgoing - domestic	Per item	9			
Book Transfer Internet Initiated	Per item				
<b>Total</b>					

ATTACHMENT A

Stafford MSD

S

Department-Provided  
Historical Information

Average Ledger Balance				Explanatory Notes, if applicable
Month			Dollars	
May-2021			\$2,060,586.24	
April-2021			\$1,689,933.89	
March-2021			\$2,441,471.29	
February-2021			\$1,892,202.52	
January-2021			\$2,129,698.78	
December-2020			\$2,364,307.60	
November-2020			\$3,410,320.38	
October-2020			\$3,238,836.92	
September-2020			\$2,935,850.20	
<b>AVERAGE</b>			\$2,462,578.65	

Average Collected Balance				Explanatory Notes, if applicable
Month			Dollars	
May-2021			\$2,010,029.75	
April-2021			\$1,656,086.67	
March-2021			\$2,370,121.19	
February-2021			\$1,860,519.26	
January-2021			\$2,089,154.17	
December-2020			\$2,322,019.54	
November-2020			\$3,360,336.20	
October-2020			\$3,208,087.85	
September-2020			\$2,861,634.68	
<b>AVERAGE</b>			\$2,415,332.14	

### Attachment B

SMSD presently maintains accounts as listed below. The District reserves the right to open additional accounts or to close accounts during the course of the depository contract.

<b>Account Name</b>	<b>Balance as of 5/31/2021</b>	<b>IB/NIB</b>
General Operating Account	\$892,605.17	IB
Operating Clearing Account	\$181,419.52	IB
Payroll Clearing Account	\$494,673.27	IB
Debt Service Account	\$274,940.47	IB
Student Activity Account	\$59,589.16	IB
Construction Account	\$1,450.72	IB
Construction Account II	\$12,927.90	IB
Food Service Account	\$140,800.84	IB

<b>Account</b>	<b>Opening Balance</b>	<b># of Dep</b>	<b>Total of Dep and Credits</b>	<b># of Withdrawals / Debits</b>	<b>Total of Withdrawals and Debits</b>	<b>Checks Paid</b>	<b>\$ amt of checks</b>	<b>Closing Balance</b>
General Operating Account	\$567,443.99	29	\$3,614,037.45	20	\$3,288,876.27	0	\$0.00	\$892,605.17
Operating Clearing Account	\$126,458.27	35	\$1,031,407.21	186	\$976,445.96	180	\$341,598.18	\$181,419.52
Payroll Clearing Account	484,287.88	15	\$2,636,387.36	22	\$2,626,001.97	5	\$10,129.21	\$494,673.27
Debt Service Account	\$274,938.37	0	\$2.10	0	\$0.00	0	\$0.00	\$274,940.47
Student Activity Account	\$64,970.00	3	\$1,340.47	4	\$6,721.31	0	\$0.00	\$59,589.16
Construction Account	\$1,450.71	0	\$0.01	0	\$0.00	0	\$0.00	\$1,450.72
Construction Account II	\$6,163.45	1	\$300,000.08	1	\$293,235.63	0	\$0.00	\$12,927.90
Food Service Account	\$195,226.25	38	\$5,299.47	4	\$59,724.88	0	\$0.00	\$140,800.84



# SMSD

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

SMSD 21-0016

Request for Proposal

Depository Banking Services

## **APPENDIX A - ATTACHMENTS**

Name of Company Submitting Proposal: \_\_\_\_\_

### **TABLE OF CONTENTS**

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

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

#### **Attachments:**

Execution of Offer

Conflict of Interest Questionnaire

Certificate of Interested Parties – Form 1295

IRS Form W-9

Proposer Certifications

Felony Conviction Notice Form

Antitrust Certification Statement

Add this item if it deals with student contact

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

**EXECUTION OF OFFER**

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

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

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

**This Section to be Completed by SMSD**

Contract Number: \_\_\_\_\_ Term of Contract \_\_\_\_\_ to \_\_\_\_\_

Approved by Stafford Municipal School District:

\_\_\_\_\_  
Authorized SMSD Representative

\_\_\_\_\_  
Board Approval Date

## CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

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

**“Business relationship”** means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3)*.

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

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

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

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

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

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

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

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

**FORM CIQ**

<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p><b>OFFICE USE ONLY</b></p> <hr/> <p>Date Received</p>
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>	

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

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

\_\_\_\_\_

Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

\*\*\*  
(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
  - (i) a contract between the local governmental entity and vendor has been executed;
  - or
  - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.

## SMSD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

SMSD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits SMSD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to SMSD at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

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

### **As a “business entity,” all vendors must:**

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - **All vendors must complete Form 1295, even if no interested parties exist**
  - In Section 2, insert “Stafford Municipal School District”
  - In Section 3, insert the SMSD SMSD/RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed Form 1295 by **attaching the form to your statement of qualifications/proposal.**

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

## Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Other (see instructions) ▶ _____	
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>					
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	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 85%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
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### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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

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**CERTIFICATION OF RESIDENCY**

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

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

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

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

Yes

No

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

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**SMSD SUPPLIER DIVERSITY PROGRAM – REQUIRED FORM**

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

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

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

The following definitions shall apply:

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

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

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

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

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

Contractor's Name/Company Name: \_\_\_\_\_

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

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

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

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

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

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

**CERTIFICATION REGARDING TERRORIST ORGANIZATIONS**

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

\_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION REGARDING BOYCOTTING OF ISRAEL**

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

\_\_\_\_\_ Initials of Authorized Representative of Vendor, if applicable

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

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

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree to abide by the above?

YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor

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

Vendor's Name/Company Name: \_\_\_\_\_

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

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

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

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

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

Date: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

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

FELONY CONVICTION NOTIFICATION

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

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

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

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

Contractor’s Name/Company Name: \_\_\_\_\_

Authorized Official’s Name (Printed or Typed): \_\_\_\_\_

**You must select one and sign below:**

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

Name of Individual(s): \_\_\_\_\_ Detail  
of Conviction(s): \_\_\_\_\_

*(Attach additional pages if necessary.)*

Signature of Company Official: \_\_\_\_\_

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

**STAFFORD MUNICIPAL SCHOOL DISTRICT**

**ANTITRUST CERTIFICATION STATEMENT**

**(Tex. Government Code § 2155.005)**

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

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

Contractor's Name/Company Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

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

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

**SB 9 Contractor Certification: Contractor Employees**

(As applicable)

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

**Definitions:**

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

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

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

**Types of Criminal History Record Information:**

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

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

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

Or

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

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

SMSD in writing within 3 business days.

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

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

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

Signature

Title

Date

## **SB 9 Contractor Certification: Subcontractor**

*(As applicable)*

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

### **Definitions:**

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

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

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

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

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

*Or*

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

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

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

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

Signature	Title	Date