



Agenda of Special Meeting

The Board of Trustees McAllen Independent School District

VISION	The McAllen Independent School District is a multicultural community in which students are enthusiastically and actively engaged in the learning process. Students demonstrate academic excellence in a safe, nurturing and challenging environment enhanced by technology and the contributions of the total community.
MISSION	The mission of the McAllen Independent School District is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community.
GOALS	<ol style="list-style-type: none">1. Student Achievement/Student Focus2. People Development3. Facility Priorities4. Financial Priorities
STRATEGIES	<ol style="list-style-type: none">1. Branding2. Attract/Retain High Quality Staff3. Engaging Learning Environment4. Rigorous/World Class Standards to Customize for Every Learner5. Partnerships with Business/Civic/Education/Organizations6. Future Ready Students7. Financial Priorities

A Special Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, March 9, 2020, beginning at 6:30 PM in the Auditorium/McAllen High School, 2021 La Vista, McAllen, TX 78501. At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

Items listed on this agenda may be taken in an order other than as shown on this agenda.

1. **CALL MEETING TO ORDER**
2. **PUBLIC COMMENTS**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS**
 - A) Approval of Request for Proposal No. 2020-243 Web Design and Messaging Services
Item Submitted by: Norma Zamora-Guerra, Director Community Information
Presenter: Dr. J. A. Gonzalez, Superintendent

B) Approval of the McAllen Independent School District February Budget Amendment for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020
Item Submitted by: Cynthia Medrano Richards, Assistant Superintendent Business Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

C) Report Regarding the All-Inclusive Playground at Sanchez Elementary
Item Submitted by: Arely Benavidez, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

6. PROCLAMATION(S)

A) Approval of Proclamation Regarding Cerebral Palsy Awareness Month (March 2020)
Item Submitted by: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

B) Approval of Proclamation Regarding "Purple Day for Epilepsy Awareness" (March 26, 2020)
Item Submitted by: Arely Benavides, Assistant Superintendent District Operations

Presenter: Dr. J. A. Gonzalez, Superintendent

7. RECOGNITION(S)

A) Recognition of Region One Braille Competition Medal Recipients
Item Submitted by: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

B) Recognition of Special Olympics Basketball Medal Recipients
Item Submitted by: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

C) Recognition of State Special Olympics Bowling Medal Recipients
Item Submitted by: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

D) Recognition of District Elementary Science Fair Winners
Item Submitted by: Bridgette Vieh, Associate Superintendent Instructional Leadership

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

E) Recognition of District Spelling Bee Winners
Item Submitted by: Bridgette Vieh, Associate Superintendent Instructional Leadership

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

F) Recognition of MISD Creative Mind Art Challenge & RGV Visual Arts Contest Students
Item Submitted by: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

G) Recognition of Texas Music Educators Association All-State Music Students
Item Submitted by: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

H) Recognition of James "Nikki" Rowe High School Mariachi Azteca 2020 UIL Texas State Mariachi Festival

Item Submitted by: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

I) Recognition of Nikki Rowe High School Varsity Cheer Team

Item submitted by: Paula Gonzalez, Athletic Director

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

- J) Recognition of Nikki Rowe High School Swimming & Diving Regional and State Qualifiers
Item submitted by: Paula Gonzalez, Athletic Director

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

- K) Recognition of Nikki Rowe High School Wrestling Regional and State Qualifiers
Item submitted by: Paula Gonzalez, Athletic Director

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

- L) Recognition of the McAllen High School Mariachi Oro 6A Texas Association of Mariachi Educators (TAME) State Champions and 2020 UIL Texas State Mariachi Festival
Item Submitted by: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Description: For Information Only

- M) Recognition of Mariachi Vargas Best in the U.S. Mariachi Vocal Competition Finalists
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

- N) Recognition of McAllen High School Girls and Boys Swimming & Diving Team, Regional Qualifiers, and State Qualifiers
Item submitted by: Paula Gonzalez, Athletic Director

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

- O) Recognition of McAllen High School Wrestling Regional and State Qualifiers
Item submitted by: Paula Gonzalez, Athletic Director

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

- P) Recognition of Memorial High School Varsity Cheer Team
Item submitted by: Paula Gonzalez, Athletic Director

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

- Q) Recognition of Memorial High School Swimming & Diving Regional and State Qualifiers
Item submitted by: Paula Gonzalez, Athletic Director

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

- R) Recognition of Memorial High School Wrestling Regional and State Qualifiers
Item submitted by: Paula Gonzalez, Athletic Director

Presenter: Dr. J. A. Gonzalez, Superintendent

Description: For Information Only

8. ADJOURNMENT

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 9, 2020

SUBMITTED BY: *Norma Zamora-Guerra*
Norma Zamora-Guerra (Mar 4, 2020)

SUPERVISOR: *Norma Zamora-Guerra*
Norma Zamora-Guerra (Mar 4, 2020)

Approved for presentation to the Board of Education:



4 _____
Superintendent of Schools

No.	Criteria	Max. Pts. 100	Active Internet Technologies, LLC dba Finalsite	Apptegy, Inc	Intrado Interactive Services Corporation	Neumeric Technologies Corporation	Revize LLC
	Total Points	100	70.63	94.60	86.07	71.03	82.45
	Rank		5	1	2	4	3
1	Price	45	31.3	45.0	46.3	20.5	38.7
			\$ 129,650.00	\$ 90,275.00	\$ 87,683.00	\$ 198,068.00	\$ 105,000.00
2	Reputation of the vendor and of the vendor's goods or services;	3	0	3	3	0	0
						<i>incorrect forms</i>	<i>no forms</i>
3	The quality of the vendor's goods or services	1	1	1	1	1	1
4	The extent to which the goods or services meet District's needs	38	37.43	40	34.58	40	39
	Section J System Features Form						
5	Past Relationship with District	1	0	0	0	0	0
6	HUB	1	0	0	0	0	1
7	Total long-term cost to the district to acquire the vendor's goods or services;	5	0.87	1.08	1.16	5.00	2.63
			\$ 193,300.00	\$ 155,800.00	\$ 144,366.00	\$ 33,600.00	\$ 64,000.00
8	Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state	1	0	0	0	0	0
			<i>Connecticut</i>	<i>Arkansas</i>	<i>Nebraska</i>	<i>Ohio</i>	<i>Michigan</i>
9	Any other relevant factor specifically listed in the request for bids or proposals.	5	0	5	0	5	0
	Deviations from RFP						

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2020-243 Web Design and Messaging Services

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and **Apptegy Inc.**, a Delaware corporation (hereinafter referred to as "Contractor") as of the date of execution (the "Commencement Date") by the District as shown on the signatory page of this Contract.

WITNESSETH:

WHEREAS, District recognizes that the Community Information Department of District (the "Department") requires certain services rendered by Contractor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested proposals from vendors for the certain services, such services more particularly described on Exhibit A attached hereto ("District's Request for Proposal No. 2020-243");

WHEREAS, Contractor submitted a response to the District's proposal;

WHEREAS, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Contractor in accordance with the local, state and federal regulations for procurement;

WHEREAS, District has determined that for proper and efficient operation of the Department several objectives must be met, including, among others, coordination of schedules and assignments, administrative ease and efficiency, consistency and uniformity in book and recordkeeping, and the delivery of quality services;

WHEREAS, the Contractor is willing to accept the responsibility of providing the Services to the District in accordance with recognized standards, the Board Policies of District, applicable laws and regulations and the terms and conditions set forth in this Contract;

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Contractor during the term of this Contract;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. OBLIGATIONS OF THE PARTIES

Contractor shall perform all of the work and provide all equipment, materials and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

Contractor represents and warrants to District that Contractor possesses all of the licenses, permits and expertise required to provide the equipment, materials and labor and perform the services contemplated

hereunder. Contractor warrants and represents that during the term of this Contract, Contractor shall maintain all such licenses and permits. Contractor warrants that the services rendered and equipment, materials and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

- A. This Contract
- B. Exhibit "A" – District's Request for Proposal No. 2020-243
- C. Exhibit "B" – Vendor's Services, Products and Fees Pursuant to Request for Proposal No. 2020-243
- D. Exhibit "C" – Certificate of Insurance
- E. Exhibit "D" – Contractor's Software and Services Agreement

This Contract is entered into subject to the following conditions:

- A. Contractor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.
- B. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to this Contract and any action or omission incident thereto.
- C. District and Contractor acknowledge and agree that Contractor will provide services under this Contract pursuant to Contractor's standard Software and Services Agreement, attached hereto as Exhibit "D," and the terms and provisions of such Software and Services Agreement shall be binding and enforceable on District; *provided*, however, that the terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms.

2. INSURANCE COVERAGE

At all times during the term of this Contract, Contractor will, at Contractor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

- A. Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

B. Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

C. Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

D. Notwithstanding the foregoing, if and to the extent Contractor's work performed shall not be performed on district property, Contractor shall not be required to carry or maintain the insurance coverages set out in sections A and C of this Article 2. The Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage, as applicable, and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Contract as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process; *provided*, however, that Contractor may assign or otherwise transfer this Contract and Contractor's rights, interests, and benefits hereunder to a successor that assumes Contractor's obligations hereunder in connection with any sale or transfer of all or a substantial portion of Contractor's assets, securities, or business (whether by purchase, merger, consolidation, or otherwise). Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Contractor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes. The payment for services, materials and labor shall be paid by District to Contractor as invoiced pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Contractor in performing any portion of this Contract or any action or omission incident thereto. Contractor also agrees to pay for and provide workers compensation insurance covering all employees working for Contractor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

Except as expressly set out in the Contract Documents, the Contractor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Contractor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Contractor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Contractor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

10. NON-DISCRIMINATION

Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

11. HOLD HARMLESS

Contractor agrees to hold harmless and indemnify District from any liability and/or damages which may directly or indirectly arise from or occur in connection with Contractor's performance under this Contract or any action, activity or omission incident thereto. Such indemnification shall include but not be limited to all District's reasonable attorneys' fees and costs incurred in defending or responding to any action brought against District for any action or omission arising from or incident to Contractor's performance under this Contract.

12. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall commence on the Commencement Date and remain effective through March 9, 2023. All services must be completed during the term of the Contract.

A. **Termination without Cause.** District shall have the right to terminate this Contract without cause on thirty (30) days written notice to the Contractor; *provided*, however, that upon any termination without cause pursuant to this section 12.A, District will, automatically and without any further action being required of the parties, forfeit all rights and claims to any refund (*pro rata* or otherwise) of prior payments made to Contractor hereunder. District and Contractor acknowledge and agree that forfeiture contemplated by this section is not a penalty for terminating the Contract, but an acknowledgment by the parties that Contractor will have incurred substantial expenses and commitments in advance of, and in connection with its expectation of, performing this Contract through its full anticipated term, and the forfeiture contemplated by this section attempts to reasonably compensate Contractor for incurring such expenses and commitments.

B. Termination with Cause.

a. **Termination by District.** District may terminate this Contract immediately upon the occurrence of any of the following events:

- i. Any conduct of the Contractor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.
- ii. Failure to provide evidence of liability insurance, if and as required by numbered Paragraph 2 hereof.
- iii. Failure of Contractor to promptly bar any individual from performing services under this Contract, upon obtaining actual knowledge that such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.
- iv. In addition, if the Contractor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may

terminate this Contract upon no less than thirty (30) days written notice to Contractor, if Contractor fails to cure such breach before the expiration of the thirty (30) day period.

b. Termination by Contractor. In the event District breaches any material term of this Contract, Contractor may terminate this Contract upon no less than fifteen (15) days written notice.

c. Non-Interference. Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

13. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District
 Attn: Marco Suarez, Board President
 2000 N. 23rd Street
 McAllen, Texas 78501

If to Contractor: Apptegy, Inc.
 Attn: Casey Mikula, Vice President of Sales
 425 W Capitol Ave, Suite 800
 Little Rock, AR 72201

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

14. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

15. NO IMPLIED WAIVER

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Contractor.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of the Contract Documents will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Contractor may not assign Contractor's rights or obligations under this Contract without District's written consent; *provided*, however, that Contractor may assign or otherwise transfer this Contract and Contractor's rights and obligations hereunder without District's consent to a third party that assumes Contractor's obligations hereunder in connection with any sale or transfer of all or a substantial portion of Contractor's assets, securities, or business (whether by purchase, merger, consolidation, or otherwise). Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Contractor.

18. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Contractor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the Contract Documents except as specifically provided for in such amendment.

19. ENTIRE CONTRACT

This Contract, together with the other Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract and the other Contract Documents supersede any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

20. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Contract.

21. VARIATIONS OF POUNOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

22. AUTHORIZATION FOR CONTRACT

The execution and performance of the Contract Documents by District and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and the Contract Documents constitute the valid and enforceable obligations of Contractor and District in accordance with their respective terms.

23. IMMUNITIES

Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations,

and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

24. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Contractor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Contract Documents relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Contractor or its assignee stop the services on the date of such termination.

25. Family Educational Rights and Privacy Act (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

26. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Contractor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Contractor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall be the final decider of what constitutes a "location where students are regularly present." Contractor's violation of this section shall constitute a material breach of contract. If the Contractor is the person or owner or operator of

the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

27. ENTITIES THAT BOYCOTT ISRAEL

If Contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.

28. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

29. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including reasonable attorney's fees, incurred by such party in enforcing the terms of this Contract.

30. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

31. BINDING NATURE

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

32. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District

Vendor

By: _____

By: _____

Marco Suarez, Board President

Name: Casey Mikula

Title: Vice President of Sales

Approved as to form:

Atlas Hall & Rodriguez, LLP by: *Stephen L. Crain*
Stephen L. Crain (Mar 3, 2020)

Stephen L. Crain

Exhibit "A" – District's Request for Proposal No. 2020-243



ALEJANDRA GONZALEZ
Director of Purchasing Services

January 29, 2020

McAllen Independent School District (the "District") invites your submittal on:

RFP No. 2020-243 Web Design and Messaging Services

Submittals shall be received **no later than** 10:00 am local time, February 12, 2020 via one of the following:

- electronic submittals through Public Purchase, <https://www.publicpurchase.com/gems/login/login>;
- mail*; or
- hand-delivered*.

*The District *prefers* to receive submittals electronically; however, we will accept submittals on a CD, pin drive, in a sealed envelope via mail, or hand delivered with **envelope marked as follows:**

Purchasing Services McAllen ISD
Attn: Gracie Garza
RFP No. 2020-243 Web Design and Messaging Services
4309 Warrior Drive, Bldg. C
McAllen, Texas, 78501

Submittals received after this deadline will be void and unacceptable. Facsimile transmittals and/or emailed submittals **will not** be accepted.

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Public Purchase website, <https://www.publicpurchase.com/gems/login/login>, no later than 10:00 AM, February 7, 2020. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

Thank you,

Alejandra Gonzalez
Director of Purchasing Services

SECTION A
GENERAL TERMS AND CONDITIONS

McAllen Independent School District
General Terms and Conditions
Request for Proposal

Please read the following information carefully. Any exceptions to these terms and conditions will be cause for a proposal to be disqualified. Additionally, please read the Specifications and Scope of Work contained in each Invitation for Request for Proposal ("RFP"). The Specifications and Scope of Work in the RFP will take precedence over the General Terms and Conditions when they are in conflict. Prospective Proposers are responsible for familiarizing themselves with all aspects of the process for the Request for Proposal.

1. Proposer Guarantee:
 - 1.1 Proposer agrees to comply with all terms and conditions contained in this document and the RFP.
 - 1.2 Proposal must comply with all federal, state, county, and local laws concerning these types of goods/services.
 - 1.3 Proposer guarantees products/services offered will meet or exceed the written specifications identified in the RFP.
 - 1.4 Proposer agrees to protect the District from claims involving infringement of patents or copyrights.
 - 1.5 Minimum Standards for Responsible Prospective Proposers: The business must be a well- established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective Proposer must affirmatively demonstrate Proposer's responsibility. District may request representation and other information sufficient to determine Proposer's ability to meet the following minimum standards:
 - 1.5.1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts;
 - 1.5.2 are not identified in the "Debarment and Suspension" issued by the General Services Administration;
 - 1.5.3 have adequate financial resources, or the ability to obtain such resources as required;
 - 1.5.4 be able to comply with the required or proposed delivery schedule;
 - 1.5.5 have a satisfactory record of performance;
 - 1.5.6 have a satisfactory record of integrity and ethics;
 - 1.5.7 be otherwise qualified and eligible to receive an award.
 - 1.6 Contract: This proposal, when properly accepted by District, shall constitute a contract equally binding between the awarded Proposer and District. Different or additional contractual terms may become a part of this contract.
 - 1.7 Conflict of Interest: Any purchase order of contract resulting from this process shall be considered null and void if the awarded Proposer fails to comply with Section 1, Subtitle C, Title 5, Local Government Code Chapter 176: Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information, specifically Sec. 176.006: Disclosure Requirements for Contractors and Other Persons; Conflict of Interest Questionnaire Form CIQ.
 - 1.8 Criminal History Record Information Review: Proposer agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. Proposer, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. Proposer agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. Proposer agrees that if awarded a contract, Proposer will provide to the District a list with names of all of their employees and any subcontractor's employees before commencing any services. Proposer further agrees to provide written notice of any new employees and any new subcontractor's employees to the District immediately after employment. Proposer further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.
 - 1.9 Entities that Boycott Israel: If Proposer is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Proposer certifies that Proposer does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Proposer does not make that certification, Proposer must indicate that in its Response and state why the certification is not required.
 - 1.10 Sec. 2252.152. Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.
 - Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
 - Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.
 - 1.11 Form 1295. Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business

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entity to submit a completed Form 1295 to District before Proposer may enter into a contract with that business entity. **Form must be completed online.** If this is your first time to access the Texas Ethics Commission (TEC), you will be required to create an account and establish a user name and password. This will require for you to have a valid email address and know your email user name and password as you will be required to access your email to validate your identity. After creating a user name and password at TEC, you will log in and begin completing Form 1295. Completing Form 1295 will require a contract number, which identifies and ties the form to the District's contract number; which is the assigned RFP No. for this solicitation.

How to complete Form 1295:

- Go to website: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- Enter Required information
- Print form
- Submit with proposal

- 1.12 Campus Visitation Procedures: If Proposer is awarded a contract which requires on-site visit, Proposer must first report to the front office and must be prepared to present a valid driver's license for clearance through the District's security system.
- 1.13 Representations: Proposer represents that the products/services provided by Proposer hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason District determines in its sole discretion, that part or all of such products/services fail to meet the expectation of District, District may on ten (10) days' notice terminate this Contract and receive the pro-rata portion of the contract sum paid to Proposer by District for the unexpired term of the Contract.
- 1.14 Proposer, in submitting this proposal, agrees that District shall not be liable to prosecution for damages in the event that District declares Proposer in default.
- 1.15 Purchases made for school use are exempt from the state sales tax and federal excise tax. Do not include these taxes in your proposal. Both unit prices and extension must be submitted. Unit prices shall govern.
- 1.16 Adherence to Specifications and Anti-Collusion: Proposer is responsible for reading the instructions and specifications to Proposer. Each Proposer by making his proposal represents that he has read and understands the proposal documents and his proposal is made in accordance therewith. Signing this proposal affirms that your company will enter into a binding contract with District for products/services awarded to your company. Proposer, by signing and executing this proposal, certifies and represents to the District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this proposal on the basis of any consideration not authorized by law; Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.
- 1.17 Bid Guarantee: Bid bonds may be required for certain bids/proposals in excess of \$25,000, if stated in the RFP. A bid guarantee will be submitted in the form of a bid bond, postal money order, certified check or cashier's check in an amount not less than 5% of the total maximum amount bid/proposed, payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the proposal. If the awarded Proposer, upon acceptance of his proposal by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his proposal, and the bid guarantee shall be available toward offsetting such difference.
- 1.18 Performance and Payment Bonds: Payment bonds are required on construction projects costing \$25,000 or more. Performance bonds are required on construction projects costing \$100,000 or more. Payment and Performance bonds may be required for projects other than construction, if stated in the RFP. When a performance or payment bond is required, the amounts shall be for 100% of the contract amount.
- 1.18.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.
- 1.18.2 Payment and performance bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).
- 1.18.3 Bonds may be executed only by a surety company that is authorized and admitted to write surety

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bonds in the State of Texas.

- 1.18.4 A separate performance or payment bond MUST be provided for each contract awarded and must reference the contract number(s) for which the bond is provided.
- 1.18.5 All references to the bond by Proposer and/or surety companies must reference the contract number in lieu of or in addition to the bonding company's number, and the effective dates of the contract.
- 1.18.6 Bonds and other forms of surety must be made payable to McAllen Independent School District. Bonds in excess of \$100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of \$100,000 from a United States Treasury listed reinsurer.

2. General Provisions

2.1 Term of Contract and Purchase Order Dates:

- 2.1.1 The RFP shall state the term of the contract and applicable extensions.
- 2.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the awarded Proposer(s). **The purchase order number must appear on all itemized invoices and packing slips. District will not be held responsible for any orders placed/delivered without a valid signed purchase order.**
- 2.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Proposers may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.
- 2.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.
- 2.1.5 Grace Period: District requests the right to continue to enforce this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons.
- 2.1.6 District reserves the right to reorder from this proposal for the term of the contract at the proposed award prices or lower provided the terms and conditions remain the same. Proper authorization for reorders and issuance of approved and manually signed purchase orders will be through Purchasing Services only.

2.2 Shipment Identification and Delivery: Special delivery requirements will be addressed in the Specifications and Scope of Work or in the specifications contained in each RFP. The following shall be applicable unless in conflict with specific contract instructions.

- 2.2.1 Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the District's purchase order number and the ATTN: addressee as shown on the order. Each shipment must be accompanied by an itemized packing slip.
- 2.2.2 Packaging and Labeling: All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by Proposer.
- 2.2.3 Hours for Delivery: Delivery shall be made between 8:00 a.m. and 3:00 p.m. unless prior approval for after-hours delivery has been obtained from the District.

2.3 Inspection and Tests: All goods are subject to inspection and testing by the District. Authorized District personnel shall have access to a Proposer's place of business for the purpose of inspecting contracted merchandise. Tests may be performed on samples obtained by District request or taken from regular shipments. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by Proposer. Goods that have been delivered and rejected in whole or in part may be, at the District's option, returned to Proposer at Proposer's risk and expense or disposed of in accordance with District procedures. Proposer may request that goods be held at Proposer's risk for a reasonable period of time for later disposition at Proposer's expense. Latent defects may result in revocation of acceptance of any product.

2.4 Late Delivery: If a delivery delay is foreseen, Proposer shall give notice to District with seventy-two (72) hour notice. The District has the right to extend the delivery date if reasons appear valid. Proposer must keep the District advised at all times of the status of the order. If Proposer has orders in their possession which have not been completed within the specified delivery time, the District reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

2.5 Back Orders: The District may purchase on the open market any commodity reported by a Proposer to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.

2.6 Damage Assessment: If a Proposer is in default on an order, the District reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to Proposer. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of Proposer from the District's Centralized Master Contractors List (CMBL).

2.7 Emergency Deliveries: In case of an emergency experienced by a qualified ordering entity, the awarded Proposer is requested to supply the needed material immediately, if possible. If the awarded Proposer cannot respond, then the emergency requirement may be purchased on the open market. The District or Proposer shall not consider such purchases a breach of contract.

2.8 Substitutions: All substitutions require prior written approval by the District. The District reserves the right to require Proposer to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. Proposer must contact the qualified ordering entity prior to shipment of the approved substitution.

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- 2.9 Purchases Off Contract: Under certain circumstances, the District permits campuses and other District users to purchase commodities available through a contract on the open market. Such circumstances may be identified in the RFP. Proposers are to allow for such purchases provided purchase orders are issued for these purchases.
 - 2.10 References: District may request Proposers to supply, with this proposal, a list of at least three (3) references where like goods/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
 - 2.11 Proposals from unresponsive Proposers will not be accepted. Proposers having a history of inconsistent service and unreliability will not be considered by the District to be a responsible Proposer.
 - 2.12 Proposer will employ accounting policies and procedures hereunder to preserve all contract-related records for the term of this Contract and such further period of time thereafter as may be prescribed by Federal, State or Local regulations. All Proposers are subject to having any records or other documentation related to any transaction with District available for public access or for review and auditing purposes by any local, state or federal agency, as well as, the public in accordance with the provisions of Government Code, Title 5, Subtitle A, Chapter 552, Open Records.
 - 2.13 Notice: Any notice provided by this proposal (or required by Law) to be given to the awarded Proposer by District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in McAllen, Texas, by Registered or Certified mail, addressed to the awarded Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
 - 2.14 Venue: This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
 - 2.15 Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
 - 2.16 Deviations from Specifications: All deviations from the specifications must be noted in writing, in detail by Proposer at the time of submittal of the proposal. The absence of a written list of specification deviations will hold Proposer strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
 - 2.17 Proposers that fail to comply with the conditions of the RFP may be removed from the District's Centralized Master Contractors List for a period of two years.
 - 2.18 Proposers wishing to reinstate their status must request it in writing at the end of the two-year period.
3. Preparation of Proposal:
- 3.1 Freight Charges & F.O.B. Point: Quote all proposals F.O.B. destination, transportation prepaid and allowed, i.e., included in the price proposed, unless special contract instructions direct or permit otherwise. Alternate F.O.B. point or freight terms may be offered but are subject to rejection by the DISTRICT.
 - 3.2 Proposal prices must be firm for acceptance for 120 days from proposal opening date unless otherwise specified in the RFP. Proposal prices shall remain in effect for a period of one year from date of acceptance by the Board of Trustees unless otherwise specified in the proposal documents. Refer to Section 7 for additional information regarding proposal prices.
 - 3.3 Usage Figures: Quantities shown on the RFP under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period indicated in the RFP. These figures are not to be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award and bonding requirements. District users will purchase all commodity requirements from contract Proposers but only in such quantities as actual needs require. To keep consistency of the item description and item numbers, some item quantity(s) is/are marked with a zero (0) quantity on the proposal sheet. Proposals are requested on these items as well.
 - 3.4 Referenced Example: Any catalog number, brand name or manufacturer's reference used in an RFP is descriptive only (not restrictive) and is used to indicate type and quality desired. Proposals for brands of like nature and quality will be considered. Proposer should not construe specifications for the referenced example to be the minimum requirements acceptable. The District is the sole determinate as to acceptability of specifications in its best interest. If proposing other than the referenced example, Proposer must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a Proposer takes no written exception to the referenced example in the proposal, the brand names, numbers, etc., exactly as specified in the RFP shall be furnished.
 - 3.5 Condition of Products: All items proposed shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the RFP.
 - 3.6 Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
 - 3.7 Unit of Measure: If offering a proposal price for a different unit of measure, the exception and proposed packaging must be shown by the line item proposal.
 - 3.8 Alternate Proposals: Alternate or supplemental proposals shall be submitted as a separate item and be identified by Proposer's name and signature and be cross-referenced to the applicable item in the RFP.
 - 3.9 Samples: DO NOT send samples unless requested. Any samples submitted must be furnished at no cost to the District. If not destroyed in examination, samples will be returned to Proposer on request at

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Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with Proposer's name, address, proposal opening date and proposal number. Do not attach samples to proposal pages. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:

Attn: Purchasing Services
McAllen Independent School District
4309 Warrior Dr. Bldg. C.
McAllen, TX 78501-7734

- 3.10 Signature on Proposal: Electronic signatures are acceptable. The person signing the proposal must have authority to bind the represented company to a contract. An unsigned proposal cannot be signed after the proposal opening time even though Proposer or a representative is present at the proposal opening.
 - 3.11 Attachments: Proposers may include attachments to describe commodities being proposed and/or exhibit that products offered meet all written specifications; however, do not submit samples unless requested to do so. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the proposal in writing. **WARNING**: Any added terms or conditions may result in disqualification of a proposal, e.g., proposals subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.
 - 3.12 Addendums: Should an addition or correction become necessary after an RFP is issued, an addendum relating to the necessary information will be issued/posted to website. It is Proposer's responsibility to view the Public Purchase page regularly, or prior to submitting a response, to ensure that no addenda or additional information have been issued for the solicitation. The web address is <https://www.publicpurchase.com>.
 - 3.13 Discounts for large one-time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being proposed or by submitting a separate page with the information. These discounts will not be considered in determining the low proposal but will be part of any contract issued.
 - 3.14 Proposal Preparation Expense: Any expense related to the submission of a proposal is the sole responsibility of the Proposer. The District will not reimburse Proposers for any cost related to proposal preparation or submission.
 - 3.15 All Proposers doing business with the District must have on file a Form W-9 Request for Taxpayer Identification Number and Certification.
 - 3.16 All Proposers must provide a Felony Conviction Notification as required by Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, Subsection (a). A copy of this form is included for your use as part of Contractor Certifications Form.
4. Submission of Proposal:
- 4.1 No Bids: To remain on Proposer's list, "NO BIDS" must be submitted by Proposers wishing to remain on the District's Centralized Master Contractors List (CMBL). Continued submittal of "NO BIDS" will result in Proposer being removed from the District's Centralized Master Contractors List (CMBL). Proposers not submitting proposals or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Contractors List (CMBL). The District is not responsible for any errors occurring as a result of this procedure.
 - 4.2 Public Proposal Opening: Proposals are opened in a manner to avoid disclosure of contents to competing Proposers and the contents are kept secret during the process of proposal negotiations. A copy of the proposal tabulation is usually available for public review after proposal awards. Tabulation information is available for download the day after award from our website at https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975
 - 4.3 Late Proposals: Late proposals will NOT be considered. The District will not be responsible for missent or misplaced proposals.
 - 4.4 Amending/Withdrawing Proposal: A proposal cannot be altered or amended after the proposal opening date and time. Any alterations made before the opening date and time shall be initialed by Proposer or Proposer's authorized agent identified in the proposal. No proposal can be withdrawn after the opening date and time without approval of District. All approvals shall be based upon an acceptable written reason for the action.
 - 4.5 Proposal Package(s): The District encourages and prefers proposals submitted on District RFP form(s) electronically; however, DISTRICT will be accepting sealed packages on CD, USB, paper/hardcopy through mail or hand delivery. Each proposal must be placed in a separate submittal. Proposals must be submitted and time stamped at District no later than the date and time specified for the proposal opening. Only the completed W-9, Contractor Certifications Form, Form 1295, Conflict of Interest and those pages on which a Proposer is submitting a proposal need to be returned. Blank pages or pages with no proposal information should not be returned.
 - 4.6 Price lists must be included in the RFP. Any terms and conditions in a price list will not be considered a part of a proposal unless specifically identified by Proposer and referenced in writing.
 - 4.7 Proposals via the U. S. Postal Service are to be sent to the address shown below.

McAllen ISD
Attn: Purchasing Services RFP #

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4309 Warrior Drive, Bldg. C.
McAllen, TX 78501

- 4.8 Confidential: Subject to the requirements of the Texas Open Records Act, if a company believes that a proposal is, or parts of a proposal are confidential, then the company must so specify. The company must stamp in bold letters the term "CONFIDENTIAL" on that part of the proposal, which the company believes to be confidential. The awarded proposal may be considered public information even though parts are marked confidential.
- 4.9 Copyrighted proposals are unacceptable and will be disqualified as unresponsive.
5. Proposal Evaluation and Award:
- 5.1 Proposal Evaluation: The District reserves the right to award on the basis of a low line item, low total (group or groups) or in any other combination that will best serve the interests of the District. The lowest proposal will not necessarily be the awarded proposal. Proposals will be assessed not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of the proposed goods/services to the District's needs and requirements. The District reserves the right to accept or reject all or any part of a proposal, waive minor technicalities and make an award in the best interest of the District.
- 5.2 A response to an RFP is an offer to contract with the District based upon the terms, conditions and specifications contained in the RFP.
- 5.3 Proposals do not become contracts until a Notice of Award (NOA) is issued.
- 5.4 The contract shall be governed, construed and interpreted under the laws of the state of Texas.
- 5.5 The District will not be bound by any communication with Proposers other than the RFP, these General Terms and Conditions, Specifications and Scope of Work, Specifications, any written addendum's issued by District, District Policies and Procedures, and State Law.
- 5.6 The District shall be sole judge of what constitutes the best interest of the District.
- 5.7 The District reserves the right to reject proposals requiring minimum orders.
- 5.8 Fees charged for shipping and handling will be considered in awarding proposals.
- 5.9 Evaluation Criteria: In determining to whom to award a contract, the District shall consider in accordance with the Texas Education Code, Subchapter B, Section 44.031(b) Purchasing Contracts, Subsection (b): (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor's goods or services;(8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:(A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and (9) any other relevant factor specifically listed in the request for bids or proposal.
- 5.10 Notice of Award (NOA): NOA/Tabulation information is available for download from our website at https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975. Award information will be posted approximately ninety(90) days from proposal opening. Proposer must advise the District within 10 days from the date of award by the Board of Trustees of any errors requiring correction.
- 5.11 Qualified Ordering Entity: All campuses and departments are considered District users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Contracts with the District. These entities may have access to the prices offered to District. Proposers are responsible for identifying and requesting information on these entities.
- 5.12 To expedite evaluation of the proposals, it is preferable that District forms be used.
- 5.13 Assignment: The awarded Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of District.
6. Insurance Requirements:
- 6.1 Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - \$500,000.
- 6.2 Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.
- 6.3 Business Commercial or Personal Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- 6.4 Successful Contractor will provide a certificate of insurance, in Acord 25 Form, to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason.
- 6.5 Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.
- 6.6 Successful Contractor shall provide Certificates of Insurance evidencing the above- required

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- insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services.
- 6.7 For non-subscribers that do not carry Workers' Compensation coverage, the District will, on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a \$1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.
7. Price Changes: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in an RFP may be submitted to the District for price adjustment consideration.
- 7.1 Procedures to Follow:
- 7.1.1 Firm Bids: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.
- 7.1.2 Catalog Bids: Submit a copy of the new manufacturer's price/cost list. Proposer shall compute new unit prices at the same percentage as reflected in the original proposal (See Sec. II. B. for formula). Prices will be verified for accuracy.
- 7.1.3 Requirement Contracts: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.
- 7.2 Acceptance of Price Increases: The District will accept or reject increases within seven (7) working days after receipt of a properly submitted request. If a properly submitted increase is rejected, Proposer may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation.
- 7.3 Price Decreases: Proposers are required to implement immediately any price decreases, roll backs, etc. that may become available. The District must be notified in writing of any decreases for file updating purposes and notice to contract users.
8. Administrative Procedure for Bid/Proposal Complaints: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 632-3241.
9. Invoicing:
- 9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and proposal name and shall be mailed directly to:
- ATTN: Director of Accounting
McAllen Independent School District
2000 North 23 Street
McAllen, TX 78501
- 9.2 The invoice must show name of Proposer exactly as shown on the purchase order and the correct "Remit to:" address.
- 9.3 Invoice must show name of receiving entity.
- 9.4 Invoice should include a description of each item. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
- 9.5 Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
- 9.6 Total all extensions on invoice.
- 9.7 Discount, if applicable, must be stated, extended and deducted to arrive at a NET TOTAL for invoice.
- 9.8 Shipment date of merchandise must be shown.
- 9.9 Date of purchase order must be shown.
10. Payment:
- 10.1 Payment normally will be made to Proposer within 30 days after receipt of a properly prepared original invoice or the receipt of and the acceptance of goods ordered, whichever is later.
- 10.2 Payments for merchandise purchased with District appropriated funds will be made through District approved and manually signed purchase orders issued by District's Purchasing Services. Payments by qualified ordering entities will be made through the District's Accounting System.
- 10.3 Partial payments are an exception, but may be made with the prior written approval of the District.
- 10.4 A purchase for goods or services cannot be made using District funds without prior approval from Purchasing Services in the form of an approved Purchase Order. All invoices shall reflect Purchase Order dates that are on or after Purchasing Services' final approval print date.
- 10.5 The District reserves the right to adjust any invoice which is in error due to incorrect quantity(s), printing errors or pricing of services or goods on this contract. Upon either written or verbal notification the provider will promptly adjust the error within thirty (30) days from the date the provider is notified of the error.
11. Cancellation:
- 11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent of Proposer for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through ~~the~~ fault of Proposer, Proposer's permission to cancel is required. All correspondence from Proposer pertaining to the cancellation of an order is to be addressed to the District. In the event the awarded Proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the awarded Proposer

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written notice of such default; and in the event said default is not remedied to the satisfaction and approval of District within five (5) working days of receipt of such notice by the awarded Proposer, default will be declared and all the awarded Proposer's rights shall terminate.

- 11.2 Authorized Relief from Performance (Force Majeure): The District will grant relief, as necessary, from performance of the contract if Proposer is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Proposer. The burden of proof for the need of such relief rests with Proposer. To obtain release based on Force Majeure, Proposer must provide the District with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.
- 11.3 Termination/Cancellation of Contract: The District reserves the right to cancel entire contract or any portion of a contract with any vendor that fails to perform in accordance with contract terms and conditions. The District and Proposer each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Contract within thirty (30) days from notification. In the event of any actual contract termination/cancellation, District will not be held responsible for loss of business or any termination expenses incurred by the vendor.
- 11.4 Non-Appropriation of Funds – The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this RFP, the District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Agreement(s) relating to, accruing or arising prior to such termination. In the event of such termination, Contractor, at their expense, shall retrieve the equipment, effective on the date of such termination.
- 11.5 Termination for Default: District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of District in the event of breach or default of this contract. District reserves the right to terminate the contract immediately in the event the awarded Proposer fails to:
- 11.5.1 Meet schedules;
 - 11.5.2 defaults in the payment of any fees;
 - 11.5.3 otherwise perform in accordance with these specifications.
- 11.6 Breach of contract or default authorizes District to exercise any or all of the following rights:
- 11.6.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;
 - 11.6.2 District may take possession of all goods, fixtures and materials of awarded Proposer therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
 - 11.6.3 District reserves the right to award canceled contract to next lowest and best Proposer as it deems to be in the best interest of District. In such event, the District shall charge the canceled Proposer the difference for any additional cost of such proposal item(s) from the next lowest and best Proposer.

12 Other Provisions:

- 12.1 Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product proposal on this solicitation contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive." Information Request: Please send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre- consumer content to:

ATTN: Purchasing Services
McAllen Independent School District
4309 Warrior Drive, Bldg. C.
McAllen, TX 78501-7734

12.1.1 When proposing, please consider the following:

- 12.1.2 Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.
- 12.1.3 New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.
- 12.1.4 Material Safety Data Sheets: A Proposer must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term

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of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. OSHA: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.

- 12.1.5 Asbestos Management Plan: All proposers are required to review the Asbestos Management Plan for all District-owned facilities prior to performing any work or services at District-owned facilities. Asbestos Management Plans may be reviewed at each school site or at the Facilities Maintenance and Operations Department.
 - 12.1.6 AHERA: All work must be in compliance with AHERA.
 - 12.1.7 All contracts awarded in excess of \$10,000 by school districts and their contractors or sub-grantees shall contain a provision requiring compliance with executive order 11246, entitled "Equal employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).
 - 12.1.8 All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USD 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or sub-grantee shall 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 is otherwise entitled. School districts shall report all suspected or reported violations to TEA.
 - 12.1.9 All contracts awarded by school districts and sub-grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
 - 12.1.10 Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).
 - 12.1.11 Contracts shall recognize 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 (P.L. 94-163).
 - 12.1.12 Advertisement: Proposers are prohibited from using contract award information, sales values/volumes and/or District customers in sales brochures or other promotions, including press releases.
 - 12.2 Services/items supplied under this contract shall be subject to District's approval. Items found defective or not meeting specifications shall be picked up and replaced by the awarded Proposer at the next service date at no expense to District. If item is not picked up within one (1) week after notification, the item will become a donation to District for disposition.
- 13 Contract Provisions for contracts under Federal Awards—By submission of this proposal, Proposer agrees to comply with the following provisions.
- 13.1 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 proposers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 13.2 All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
 - 13.3 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."
 - 13.4 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 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

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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 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 sub-recipient 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 entity must report all suspected or reported violations to the Federal awarding agency.

- 13.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded 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.
- 13.6 Rights to Inventions Made Under a Grants Contract or Cooperative Contract. If the Federal award meets the definition of "funding contract" under 37 CFR §401.2 (a) and the recipient or sub recipient 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 contract," the recipient or sub recipient 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 Contracts," and any implementing regulations issued by the awarding agency.
- 13.7 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 sub grants of amounts in excess of \$150,000 must contain a provision that requires the 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). 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.
- 13.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Proposers that apply or submit a proposal 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 award.
- 13.9 An entity that is a state agency or agency of a political subdivision of a state 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 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Any questions regarding this RFP must be submitted through the "questions" tab located within the solicitation on the Public Purchase website <https://www.publicpurchase.com/gems/login/login>.

SECTION B
SPECIFICATIONS AND SCOPE OF WORK

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP No. 2020-243 Web Design and Messaging Services
Specifications and Scope of Work

1.0 BACKGROUND

McAllen Independent School District (the “District”) is a multicultural community of over 22,000 students. The District’s vision is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community. The District consists of nineteen (19) elementary schools, six (6) middle schools, three (3) traditional high schools, and two (2) non-traditional high schools.

Officers of the District are:

Marco Suarez, President
Sam Saldivar, Jr, Vice President
Conrado Alvarado, Secretary
Debbie Crane-Aliseda, Trustee
Lawrence Esparza, Trustee
Tony Forina, Trustee
Daniel D. Vela, Trustee
Dr. Jose A. Gonzalez, Superintendent

2.0 INTENT

It is the intent of the District to select proposer(s) (“Proposer”) offering the best value for Web Design and Messaging Services.

3.0 REQUIREMENTS

The Specifications and Scope of Work (“SOW”) will take precedence over the General Terms and Conditions when they are in conflict. Please read the General Terms and Conditions and the following information carefully. Any exceptions to these General Terms and Conditions and SOW may be cause for a Proposer to be disqualified.

4.0 TERM AND TERMINATION OF AGREEMENT

The period of the contract resulting from this Request for Proposal (“RFP”) will be for a term of one (1) year with option to renew for two (2) additional one (1) year terms.

4.1 Termination without Cause. District shall have the right to terminate this contract (“Contract”) without cause on thirty (30) days written notice to the Proposer.

4.2 Termination with Cause.

4.2.1 Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

4.2.1.1 Any conduct of the Proposer, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

4.2.1.2 Failure to provide evidence of liability insurance, as required.

4.2.1.3 Failure of Proposer to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

4.2.1.4 In addition, if the Proposer commits a material breach of any of the terms of this Contract, other than those listed in subsections 4.2.1.1 through 4.2.1.3 above, District may terminate this Contract upon no less than thirty (30) days written notice.

4.3 Proposer shall not be entitled to lost profits or any further compensation not earned prior to the

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP No. 2020-243 Web Design and Messaging Services
Specifications and Scope of Work

time of cancellation.

5.0 PRICING, INVOICING AND PAYMENT

The pricing program offered through this RFP must remain firm for the period of the term of one (1) year with option to renew for two (2) additional one (1) year terms from the date of award by the District Board of Trustees. Price decreases and/or discount percentage in favor of the District are acceptable at any time throughout the term of the contract. In case of a price increase required due to market shortage or market change, documentation must be submitted for approval to Alejandra Gonzalez, Director of Purchasing Services at alejandra.gonzalez@mcallenisd.net.

6.0 REFERENCES

Contractor shall obtain a minimum of three (3) references from other school districts for similar services. References must complete the "Reference Check Form" (Section D) and must include Contractor's knowledge, quality of work, timelines, diligence and flexibility.

7.0 EVALUATION CRITERIA

In determining who will be awarded, the District shall consider:

- 7.1 the purchase price;
- 7.2 the reputation of the vendor and of the vendor's goods or services;
- 7.3 the quality of the vendor's goods or services;
- 7.4 the extent to which the goods or services meet the district's needs;
- 7.5 the vendor's past relationship with the district;
- 7.6 the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses (in accordance with 2 CFR 200.320);
- 7.7 the total long-term cost to the District to acquire the vendor's goods or service;
- 7.8 for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - 7.8.1 has its principal place of business in this state; or
 - 7.8.2 employs at least 500 persons in this state; and
- 7.9 any other relevant factor specifically listed in the request for bids or proposals.

8.0 EVALUATION COMMITTEE.

The evaluation committee which will be comprised of Norma Zamora-Guerra, Director of Community Information; Alejandra Gonzalez, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; Jake Berry, District Webmaster; Julia Hernandez, Communication Specialist, Juan Rodriguez, Marketing Specialist, Judith Escamilla, Executive Director of Technology; and Gracie Garza, Senior Buyer, will evaluate the RFP and recommend the successful vendor(s).

9.0 COMMUNICATION WITH DISTRICT PERSONNEL

Proposer submitting a proposal shall not discuss this RFP with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes or phone calls related to any aspect of this RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on Public Purchase (www.publicpurchase.com).

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP No. 2020-243 Web Design and Messaging Services
Specifications and Scope of Work

- 10.0 SCOPE OF WORK- Web Design and Messaging Serves to meet the following specifications and Scope of work**
- 10.1 Branding shall include the following:**
 - 10.1.1 Common structure (school pages follow same layout as district landing page)
 - 10.1.2 School color schemes
 - 10.1.3 School/organization logos
 - 10.2 Individual navigation shall include the following:**
 - 10.2.1 Listing of Schools
 - 10.2.2 One Click from district landing page to a school's site
 - 10.2.3 Common navigation throughout pages an site map
 - 10.2.4 Identifiable icons for links
 - 10.2.5 Comprehensive menu
 - 10.3 Live Feed (Social Media Integration) shall include the following:**
 - 10.3.1 Update homepage (i.e. social media feed)
 - 10.3.2 Native on your website (no third party iframe)
 - 10.3.3 Updates shall be allowed from district, school or staff
 - 10.3.4 Dated, chronological posts with images
 - 10.4 News shall include the following:**
 - 10.4.1 District news able to be displayed in long-form content (list/carousel format)
 - 10.4.2 Content on home page able to include pictures, text, date, embedded video, hyperlinks
 - 10.4.3 Editable with WYSIWYG editor
 - 10.5 Events shall include the following:**
 - 10.5.1 Title with a bold headline
 - 10.5.2 Text description (able to encapsle)
 - 10.5.3 Linked to website calendar
 - 10.6 Athletics Schedules, Lunch Menu shall include the following:**
 - 10.6.1 Calendar
 - 10.6.2 Text enabled
 - 10.6.3 Live scores
 - 10.7 Staff Directory shall include the following:**
 - 10.7.1 Pictures
 - 10.7.2 Text
 - 10.8 Documents shall include the following:**
 - 10.8.1 Able to merge with Google
 - 10.8.2 Folders for easy navigation
 - 10.8.3 Ability to download files
 - 10.9 Others shall include the following:**
 - 10.9.1 Access to static pages
 - 10.9.2 Links to external sites (text embedded videos, images hyperlinks)
 - 10.9.3 Ability to download files
 - 10.10 Individual Teacher Pages shall include the following:**
 - 10.10.1 Able to stream
 - 10.10.2 Announcements
 - 10.10.3 Assignments
 - 10.10.4 Class documents/forms
 - 10.11 Formatting shall include the following:**
 - 10.11.1 automatic formatting common with landing page
 - 10.11.2 Dynamic search capability
 - 10.12 Language support shall include the following:**
 - 10.12.1 Ability to translate websites

McALLEN INDEPENDENT SCHOOL DISTRICT
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Specifications and Scope of Work

- 10.13 Accessibility/ADA compliance shall include the following:**
 - 10.13.1 Color**
 - 10.13.2 Visual**
 - 10.13.3 Motor**
 - 10.13.4 Code**
- 10.14 Search Engine Optimization shall include the following:**
 - 10.14.1 Accessibility and responsiveness(functions on any screen size, with any device**
 - 10.14.2 Page loading time**
 - 10.14.3 HTML Structure**
 - 10.14.4 Compatible with iOS and Android operating systems**
 - 10.14.5 Push notifications**
- 10.15 Customizable content**
- 10.16 Integration with other apps/websites**
- 10.17 Customizable preferences**
- 10.18 Interconnectivity between website, mobile app, and mass notification system**
- 10.19 Cross posting**
- 10.20 School-specific and global posting**
- 10.21 Gallery**
- 10.22 Page Editor**
- 10.23 Restrictions/Storage/size and ratio adjustments**
 - 10.23.1 There shall be no storage Limits in Content Management Systems (CMS)**
 - 10.23.2 Users should be able to upload files no larger than10 MB onto the system**
 - 10.23.3 Embed videos from video hosting platform**
 - 10.23.4 Embedding via code/iFrame- Option to add content via an HTML editor**
- 10.24 Customizable Forms are customizable for optional and mandatory responses**
- 10.25 Custom App Pages Forms**
- 10.26 User permissions customizable access per location/user**
- 10.27 Customizable approval workflow for posting**
- 10.28 Ability to schedule posts (add/delete)**
- 10.29 Pinning capabilities**
- 10.30 Single Sing On (SSO)**
- 10.31 Alert and Notification system (Mass Communication System)**
- 10.32 SIS Integration shall include the following:**
 - 10.32.1 sFTP - Secure File Transfer Protocol**
 - 10.32.2 API - Application Programming interface**
- 10.33 Ability to send calls, text messages and email notifications**
- 10.34 Ability to send recurring alerts**
- 10.35 Shall provide reports**
- 10.36 Hosting Web Based to include the following:**
 - 10.36.1 Backup minimum of 60 days**
 - 10.36.2 FERPA COPPA, HIPPA Compliant**
 - 10.36.3 Personally Identifiable Information**
 - 10.36.4 Industry Standard Encryption and security Methods**
- 10.37 Browser shall be supported by Chrome, Firefox, Internet, Explorer, Microsoft Edge, and /or Safari**
- 10.38 SSL Certificates Provided**
- 10.39 File Storage Capacity to include the following:**
 - 10.39.1 Unlimited hard storage**
 - 10.39.2 Minimum of 500 mb of soft individual file**
 - 10.39.3 Minimums of 10 mb –Images uploaded**

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Specifications and Scope of Work

- 10.40 Implementation/Onboarding**
- 10.41 Design**
- 10.42 Content Migration Provided**
- 10.43 Customer Representative Appointed**
- 10.44 Customer Support shall include Live Chat, phone and e-mail**
- 10.45 Automatic updates**

11.0 AWARD INFORMATION

Award information will be available for download from our website within ninety (90) days of opening: (https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975).

12.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The District *prefers* electronic submittals through Public Purchase, <http://publicpurchase.com>; however, we will accept on CD, pin drive, in a sealed envelope via mail, or hand delivered with **envelope marked as follows**:

Purchasing Services
Attn: Gracie Garza
4309 Warrior Drive, Bldg. C,
McAllen, Texas, 78501

Include **ONLY** the following forms with your submittal:

Completed Contractor's Certifications Forms

- Reference Letters
- Completed W-9 Form
- Proof of Insurance
- Completed Conflict of Interest Form
- Questionnaire Form
- Deviation Form
- HB 1295 Form– **MUST BE COMPLETED ONLINE**
http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The District encourages all Proposers to submit information only on forms provided through this RFP. Failure to submit the forms/information listed above may be cause for disqualification of proposal. Do not include unsolicited information such as pamphlets, company form letters, etc. with your proposal.

SECTION C
QUESTIONNAIRE

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP 2020-243 – Web Design and Messaging Services
Questionnaire

Business Name: _____

Address: _____

Contact Person: _____ Telephone & Fax Number: _____

Email Address: _____ Year Founded: _____

Signature: _____

1. Description of relevant experience:

2. Number of Staff Members assigned to this project: _____

3. Provide a brief description of your program:

4. Provide Training and Implementation time frame:

5. List a maximum of five (5) school district/government clients similar to the District and similar to the scope of work listed herein, for which you have provided or are providing services:

Name of Entity	Contact Person/Phone No.	Services Rendered/Rendering	Dates of Service

6. Past Projects– Provide a list of relevant, past or current, projects for District within the last five (5) years

Name of Project	Contact Person/Phone No.	Services Rendered/Rendering	Dates of Service

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP 2020-243 – Web Design and Messaging Services
Questionnaire

7. Fee Proposal – Shall include all costs (travel expenses, lodging, meals, etc.) associated for proposed services. Provide a detailed fee schedule, for the services identified in the proposal:

	Cost
Software Cost	
Installation cost, if any	
Support cost, if any:	
Hardware cost, if any:	
Training cost; if any:	
Application cost; if any: (To include all application necessary to support the described function and feature of the proposal)	
TOTAL COST:	

Annual Maintenance fee	Cost
Year 1:	
Year 2:	
Year 3:	

8. Proof of Insurance (attach certificate).

SECTION D
REFERENCE FORMS



Alejandra Gonzalez
Director of Purchasing Services
956-632-3241

DISTRICT REFERENCE FORM

Please complete this reference form for the following firm/company:

Name of Business

Contract Term

1. The quality of the firm's service.

- Excellent
Good
Fair
Poor

Comments:

2. Timeliness of project

- Excellent
Good
Fair
Poor

Comments:

3. Will you continue doing business with this vendor?

- Yes
No

Why or why not?

4. How satisfied is your organization?

- Yes
No

Comments:

Reference prepared by:

Form with fields for Name, Title, Phone Number, Signature, Email Address, and Date Completed.

SECTION E
DEVIATION/COMPLIANCE FORM

DEVIATION/COMPLIANCE FORM

An authorized company representative must sign this form to indicate compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, and all other information contained in this solicitation. All deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any response based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the respondent assures the District of their full compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and any other information contained in this solicitation.

List deviations below (attach additional sheets, if needed):

Company Name

Address

City, State, Zip

Signature

Email

Phone # Fax#

SECTION F
CERTIFICATION FORM

**CONTRACTOR CERTIFICATION FORM
(Return signed form with your submittal)**

1. Felony Conviction Notification

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

Initial where applicable.

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

2. Criminal History Record Information Review of Certain Contract Employees

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

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

OR

- Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:
1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
 2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
 3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
 4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.
-

3. Debarment and Suspension (Executive Orders 12549 and 12689)

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

4. Confidential/Copyrighted Information

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

5. Declaration of Business Location - Texas Education Code 44.031(b)(8)

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

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

6. Owner(s) Name of Business

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

7. Delinquent Taxpayers

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

- [] I am not a delinquent taxpayer to McAllen ISD
- [] I am a delinquent taxpayer to McAllen ISD (*your bid may be disqualified if your debt is not cleared prior to award.*)
-
-

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

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

- [] I am an Active certified HUB vendor. HUB expiration date: _____
- [] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
- [] I am neither.
-
-

9. Buy America Provisions

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

10. Entities That Boycott Israel:

If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Bidder does not make that certification, Bidder must indicate that in its Response and state why the certification is not required.

11. Federally Funded Purchases

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases (see attached “Federally Funded Purchases” form).

I, the undersigned authorized agent for the company named below, certify that the information concerning Sections 1-10 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-11 listed above.

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

McAllen Independent School District
Federally Funded Purchases

Contract Provisions for contracts under Federal Awards – Contractor agrees to comply with the following provisions.

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.
- All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- 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.”
- 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 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 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 sub-recipient 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 entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded 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 workweek of 40 hours. Work in excess of the standard workweek 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 workweek. 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 that are unsanitary, hazardous or dangerous. These requirements do not apply to the

McAllen Independent School District
Federally Funded Purchases

purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 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 sub recipient 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 sub recipient 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.
- 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 sub grants of amounts in excess of \$150,000 must contain a provision that requires the 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).
- 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.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or submit an offer 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 award.
- A an entity that is a state agency or agency of a political subdivision of a state 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 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; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- Buy American Provision

SECTION G

W-9

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

SECTION H
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

SECTION I
DRAFT CONTRACT

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. XXXX-XXX (PROJECT NAME BE) through Request for Proposal No. XXXX-XXX

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and (**name of company as listed on W-9**) a (state vendor is located) (type of business, corporation, llc, etc) (hereinafter referred to as "Contractor") as of the date of execution (the "Commencement Date") by the District as shown on the signatory page of this Contract.

WITNESSETH:

WHEREAS, District recognizes that the Career Technical Education Department of District (the "Department") requires certain services rendered by Contractor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested proposals from vendors for the certain services, such services more particularly described on Exhibit A attached hereto ("District's Request for Proposal No. 2018-157");

WHEREAS, Contractor submitted a response to the District's proposal.

WHEREAS, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Contractor in accordance with the local, state and federal regulations for procurement;

WHEREAS, District has determined that for proper and efficient operation of the Department several objectives must be met, including, among others, coordination of schedules and assignments, administrative ease and efficiency, consistency and uniformity in book and recordkeeping, and the delivery of quality services;

WHEREAS, the Contractor is willing to accept the responsibility of providing the Services to the District in accordance with recognized standards, the Board Policies of District, applicable laws and regulations and the terms and conditions set forth in this Contract;

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Contractor during the term of this Contract;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor shall perform all of the work and provide all equipment, materials and labor required in accordance with the terms and conditions of the Contract Documents, as hereinafter defined.

Contractor represents and warrants to District that Contractor possesses all of the licenses, permits and expertise required to provide the equipment, materials and labor and perform the services contemplated

hereunder. Contractor warrants and represents that during the term of this Contract, Contractor shall maintain all such licenses and permits. Contractor warrants that the services rendered and equipment, materials and labor furnished shall be in accordance with the terms of the Contract Documents.

The term Contract Documents as used herein shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract. The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

- A. This Contract
- B. Exhibit "A" – District's Request for Proposal No. 2018-157
- C. Exhibit "B" – Vendor's Services, Products and Fees Pursuant to Request for Proposal No. 2018-157
- D. Exhibit "C" – Certificate of Insurance

This Contract is entered into subject to the following conditions:

- A. Contractor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.
- B. Contractor assumes full responsibility and liability for all labor and materials furnished and activities conducted by Contractor pursuant to this Contract and any action or omission incident thereto.

2. INSURANCE COVERAGE

At all times during the term of this Contract, Contractor will, at Contractor's expense, carry and maintain the following insurance coverages with the minimum coverage amounts as follows:

- A. Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- B. Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.
- C. Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No

deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

D. The Contractor will provide a certificate of insurance to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason. Such Certificate of insurance shall be attached to this Contract as Exhibit C.

3. TRANSFER, ASSIGNMENT, ETC.

Contractor agrees, for itself and on behalf of its successors, and any person or persons claiming under Contractor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process. Any such attempt to do so, contrary to the terms hereof, shall be null and void and shall relieve the District of any and all obligations or liability hereunder.

4. ADJUDICATION

If any provision, paragraph, or subparagraph of this Contract is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Contract, including any other provision, paragraph, or subparagraph.

5. PROVISIONS, PARAGRAPHS

Each provision, paragraph, and subparagraph of this Contract is declared to be separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

6. PAYMENT

As consideration for performing the services and supplying the equipment, materials and labor pursuant to the Contract Documents, District agrees to pay Contractor a cost consistent with the pricing agreed upon, a copy of which is attached hereto as Exhibit B and is incorporated herein for all purposes. The payment for services, materials and labor shall be paid by District to Contractor as invoiced upon successful and satisfactory installation of equipment and materials pursuant to the Contract Documents upon verification by District's authorized representative of such invoice in compliance with the Contract Documents.

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material for Contractor in performing any portion of this Contract or any action

or omission incident thereto. Contractor also agrees to pay for and provide workers compensation insurance covering all employees working for Contractor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

The Contractor will incur no financial obligation on behalf of District without prior written approval of the Superintendent of District. The Contractor will be responsible for all personal and professional expenses.

9. ACCESS TO BOOKS AND RECORDS

Contractor recognizes that District is a participant in governmental payment programs. In connection with such programs, the Contractor agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

10. NON-DISCRIMINATION

Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Contract or in the selection of associates, employees, or independent contractors.

11. HOLD HARMLESS

Contractor agrees to hold harmless and indemnify District from any liability and/or damages which may directly or indirectly arise from or occur in connection with Contractor's performance under this Contract or any action, activity or omission incident thereto. Such indemnification shall include but not be limited to all District's attorneys' fees and costs incurred in defending or responding to any action brought or threatened against District for any action or omission arising from or incident to Contractor's performance under this Contract.

12. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall commence on the Commencement Date and remain effective through {insert end date} (Federal: a term of one (1) year, with the option to renew for three (3) additional one (1) year terms). All services must be completed during the term of the Contract. All services must be completed during the term of the Contract.

A. Termination without Cause. District shall have the right to terminate this Contract without cause on thirty (30) days written notice to the Contractor.

B. Termination with Cause.

a. Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

- i. Any conduct of the Contractor, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.
 - ii. Failure to provide evidence of liability insurance, as required by numbered Paragraph 9 hereof.
 - iii. Failure of Contractor to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.
 - iv. In addition, if the Contractor commits a material breach of any of the terms of this Contract, other than those listed in subsections (i) through (iii) above, District may terminate this Contract upon no less than thirty (30) days written notice.
- b. Termination by Contractor.** In the event District breaches any material term of this Contract, Contractor may terminate this Contract upon no less than fifteen (15) days written notice.
- c. Non-Interference.** Following the expiration of this Contract or its termination for any reason, Contractor agrees to do nothing that may interfere with any contract of District with any other individual or entity for the provision of the services herein.

13. NOTICES

All notices provided to be given under this Contract shall be given in writing and will be deemed delivered when deposited in the United States Postal Service by certified or registered mail, addressed to the proper party, at the following addresses:

If to District: McAllen Independent School District
 Attn: Jose A. Gonzalez, Superintendent
 2000 N. 23rd Street
 McAllen, Texas 78501

If to Contractor: COMPANY NAME AND ADDRESS
 Attn:

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this section.

14. LAW

THE INTERPRETATION AND ENFORCEMENT OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.

No waiver or modification of the Contract Documents shall be valid unless it is in writing and signed by the District and Contractor.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Contract will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of District hereunder shall inure to the benefit of and be binding upon the successors and assigns of District. The Contractor may not assign Contractor's rights or obligations under this Contract without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Contract immediately, upon written notice to the Contractor.

18. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Contractor; and no amendment to this Contract shall be made except upon the written agreement by the parties. No amendment shall be construed to release either party from any obligation, representation and/or warranty of the Contract Documents except as specifically provided for in such amendment.

19. ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter the Contract.

20. INTERPRETATION

The defined terms used herein are for convenience only and do not limit the contents of this Contract.

21. VARIATIONS OF POUNOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

22. AUTHORIZATION FOR CONTRACT

The execution and performance of this Contract by District and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Contractor and District in accordance with its terms.

Nothing in this Contract is intended to and District does not hereby waive, release or relinquish any right to assert any of the defenses District enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to District as to any claim or action of any person, entity, or individual against District.

24. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Contractor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Contractor or its assignee stop the services on the date of such termination.

25. Family Educational Rights and Privacy Act (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. The District may not release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

26. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Contractor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Contractor if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Contractor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall

be the final decider of what constitutes a "location where students are regularly present." Contractor's violation of this section shall constitute a material breach of contract. If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

27. ENTITIES THAT BOYCOTT ISRAEL

If Contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that Contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Contractor does not make that certification, Contractor must indicate that in its Response and state why the certification is not required.

28. Sec. 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3. This Act takes effect September 1, 2017.

29. BREACH OF CONTRACT AND FEES

If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including attorney's fees, incurred by such party in enforcing the terms of this Contract.

30. FURTHER DOCUMENTS

The parties hereto covenant and agree that they will execute such other and future instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

31. BINDING NATURE

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

32. CONTRACT TERMS CONTROL

The terms and provisions of this Contract shall control with respect to any conflicting or inconsistent terms or provisions in any exhibit to this Contract.

IN WITNESS WHEREOF, the execution and performance of this Contract by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Contract constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District
By: _____
Jose A. Gonzalez, Superintendent

Vendor
By: _____
Name: _____
Title: _____

Approved as to form:
Atlas Hall & Rodriguez, LLP by: _____
Stephen L. Crain



ALEJANDRA GONZALEZ
Director of Purchasing Services

McAllen Independent School District is providing the following clarification(s) and/or modification(s) to the referenced project. This information is to be considered a part of the solicitation documents. Respondents are further instructed to acknowledge receipt of all addenda by affixing required signature where indicated, and submit with their Proposal response.

January 31, 2020

RE: ADDENDUM NO. 1

Please note the following changes for **Request for Proposal No. 2020-243 – Web Design and Messaging Services**:

1. Remove Specifications and Scope of Work (total of 5 pages) and replace with attached Specifications and Scope of Work-REVISED (total of 6 pages)
2. Remove Questionnaire (total of 2 pages) and replace with attached Questionnaire-REVISED (total of 2 pages)
3. Remove District Reference Form (total of 1 page) and replace with attached Reference Check Form-REVISED (total of 1 page)
4. Section J - System Features Form will be provided on Addendum No. 2 on Monday, February 3, 2020.

RFP Documents/Specifications may be obtained online from the **Public Purchase** website at <http://www.publicpurchase.com/>, beginning **January 29, 2020**. Vendors are responsible for viewing the webpage regularly, or prior to submitting a proposal, to ensure that no addenda or additional information have been issued for the solicitation.

Addendum #1 Acknowledged By:

Authorized Signature

Company Name

Type/Print Name

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP No. 2020-243 Web Design and Messaging Services
Specifications and Scope of Work-REVISED

1.0 BACKGROUND

McAllen Independent School District (the “District”) is a multicultural community of over 22,000 students. The District’s vision is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community. The District consists of nineteen (19) elementary schools, six (6) middle schools, three (3) traditional high schools, and two (2) non-traditional high schools.

Officers of the District are:

Marco Suarez, President
Sam Saldivar, Jr, Vice President
Conrado Alvarado, Secretary
Debbie Crane-Aliseda, Trustee
Lawrence Esparza, Trustee
Tony Forina, Trustee
Daniel D. Vela, Trustee
Dr. Jose A. Gonzalez, Superintendent

2.0 INTENT

It is the intent of the District to select proposer(s) (“Proposer”) offering the best value for Web Design and Messaging Services.

3.0 REQUIREMENTS

The Specifications and Scope of Work (“SOW”) will take precedence over the General Terms and Conditions when they are in conflict. Please read the General Terms and Conditions and the following information carefully. Any exceptions to these General Terms and Conditions and SOW may be cause for a Proposer to be disqualified.

4.0 TERM AND TERMINATION OF AGREEMENT

The period of the contract resulting from this Request for Proposal (“RFP”) will be for a term of one (1) year with option to renew for two (2) additional one (1) year terms.

4.1 Termination without Cause. District shall have the right to terminate this contract (“Contract”) without cause on thirty (30) days written notice to the Proposer.

4.2 Termination with Cause.

4.2.1 Termination by District. District may terminate this Contract immediately upon the occurrence of any of the following events:

4.2.1.1 Any conduct of the Proposer, which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the District.

4.2.1.2 Failure to provide evidence of liability insurance, as required.

4.2.1.3 Failure of Proposer to immediately bar any individual from performing services under this Contract, if such individual does not meet the qualifications required by this Contract or if such individual commits a material breach of one of the terms of this Contract.

4.2.1.4 In addition, if the Proposer commits a material breach of any of the terms of this Contract, other than those listed in subsections 4.2.1.1 through 4.2.1.3 above, District may terminate this Contract upon no less than thirty (30) days written notice.

4.3 Proposer shall not be entitled to lost profits or any further compensation not earned prior to the

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP No. 2020-243 Web Design and Messaging Services
Specifications and Scope of Work-REVISED

time of cancellation.

5.0 PRICING, INVOICING AND PAYMENT

The pricing program offered through this RFP must remain firm for the period of the term of one (1) year with option to renew for two (2) additional one (1) year terms from the date of award by the District Board of Trustees. Price decreases and/or discount percentage in favor of the District are acceptable at any time throughout the term of the contract. In case of a price increase required due to market shortage or market change, documentation must be submitted for approval to Alejandra Gonzalez, Director of Purchasing Services at alejandra.gonzalez@mcallenisd.net.

6.0 REFERENCES

Contractor shall obtain a minimum of three (3) references from other school districts for similar services. References must complete the "Reference Check Form" (Section D) and must include Contractor's knowledge, quality of work, timelines, diligence and flexibility.

7.0 EVALUATION CRITERIA

In determining who will be awarded, the District shall consider:

- 7.1 the purchase price;
- 7.2 the reputation of the vendor and of the vendor's goods or services;
- 7.3 the quality of the vendor's goods or services;
- 7.4 the extent to which the goods or services meet the district's needs;
- 7.5 the vendor's past relationship with the district;
- 7.6 the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses (in accordance with 2 CFR 200.320);
- 7.7 the total long-term cost to the District to acquire the vendor's goods or service;
- 7.8 for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - 7.8.1 has its principal place of business in this state; or
 - 7.8.2 employs at least 500 persons in this state; and
- 7.9 any other relevant factor specifically listed in the request for bids or proposals.

8.0 EVALUATION COMMITTEE.

The evaluation committee which will be comprised of Norma Zamora-Guerra, Director of Community Information; Alejandra Gonzalez, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; Jake Berry, District Webmaster; Julia Hernandez, Communication Specialist, Juan Rodriguez, Marketing Specialist, Judith Escamilla, Executive Director of Technology; and Gracie Garza, Senior Buyer, will evaluate the RFP and recommend the successful vendor(s).

9.0 COMMUNICATION WITH DISTRICT PERSONNEL

Proposer submitting a proposal shall not discuss this RFP with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes or phone calls related to any aspect of this RFP. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on Public Purchase (www.publicpurchase.com).

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP No. 2020-243 Web Design and Messaging Services
Specifications and Scope of Work-REVISED

10.0 SCOPE OF WORK- Proposed System shall include website, messaging system and mobile app to include but not limited to the following specifications/features.

10.1 WEBSITE FEATURES

10.1.1 Branding shall include but not limited to the following:

10.1.1.1 Common structure (school pages follow same layout as district landing page)

10.1.1.2 School color schemes

10.1.1.3 School/organization logos

10.1.2 Individual navigation shall include but not limited to the following:

10.1.2.1 Listing of Schools

10.1.2.2 One Click from district landing page to a school's site

10.1.2.3 Common navigation throughout pages and site map

10.1.2.4 Identifiable icons for links

10.1.2.5 Comprehensive menu

10.1.3 Live Feed (Social Media Integration) shall include but not limited to the following:

10.1.3.1 Update homepage (i.e. social media feed)

10.1.3.2 Native on your website (no third party iframe)

10.1.3.3 Updates shall be allowed from district, school or staff

10.1.3.4 Dated, chronological posts with images

10.1.4 News shall include but not limited to the following:

10.1.4.1 District news able to be displayed in long-form content (list/carousel format)

10.1.4.2 Content on home page able to include pictures, text, date, embedded video, hyperlinks

10.1.4.3 Editable with WYSIWYG editor

10.1.5 Events shall include but not limited to the following:

10.1.5.1 Title with a bold headline

10.1.5.2 Text description (able to encapsle)

10.1.5.3 Linked to website calendar

10.1.6 Athletics Schedules, Lunch Menu shall include but not limited to the following:

10.1.6.1 Athletic and Lunch Calendar

10.1.6.2 Lunch calendar and ability to filter by week or all month

10.1.6.3 Summary of stories text enabled

10.1.6.4 Athletic Live scores

10.1.7 Staff Directory shall include but not limited to the following:

10.1.7.1 Pictures

10.1.7.2 Text – for the ability to create profile information, such as phone number, job title, etc.

10.1.8 Documents shall include but not limited to the following:

10.1.8.1 Able to merge with Google

10.1.8.2 Folders for easy navigation

10.1.8.3 Ability to download files

10.1.9 Others shall include but not limited to the following:

10.1.9.1 Access to static pages

10.1.9.2 Links to external sites (text embedded videos, images hyperlinks)

10.1.9.3 Ability to download files

10.1.9.4 Bus Routes

10.1.9.5 Marketing pages/landing pages

10.1.10 Individual Teacher Pages shall include but not limited to the following:

10.1.10.1 Able to see classroom activity steam

10.1.10.2 Announcements

10.1.10.3 Assignments

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP No. 2020-243 Web Design and Messaging Services
Specifications and Scope of Work-REVISED

- 10.1.10.4 Class documents/forms
- 10.1.11 **Formatting shall include but not limited to the following:**
 - 10.1.11.1 Automatic formatting common with landing page
 - 10.1.11.2 Dynamic search capability
 - 10.1.11.3 Search features
 - 10.1.11.4 User Friendly System with ability to search system without reloading and list results in orderly manner
- 10.1.12 **Language support shall include but not limited to the following:**
 - 10.1.12.1 Ability to translate websites
- 10.1.13 **Accessibility/ADA compliance shall include but not limited to the following:**
 - 10.1.13.1 Color
 - 10.1.13.2 Visual
 - 10.1.13.3 Motor
 - 10.1.13.4 Code
- 10.1.14 **Search Engine Optimization shall include but not limited to the following:**
 - 10.1.14.1 Accessibility and responsiveness(functions on any screen size, with any device
 - 10.1.14.2 Page loading time
 - 10.1.14.3 HTML Structure
 - 10.1.14.4 Compatible with iOS and Android operating systems
 - 10.1.14.5 Push notifications
 - 10.1.14.6 Analytics-site should index with Analytics programs from major search engines and have search engine compatible urls
- 10.1.15 **Compatible Content - ability to have content such as embedded videos, images, and other multi-media content.**
- 10.2 **MOBILE APP**
 - 10.2.1 **Integration with other apps/websites designed with Android and IOS**
 - 10.2.2 **Customizable preferences**
 - 10.2.3 **Push Notifications-Mobile App should allow user to receive notifications based on their preference.**
 - 10.2.4 **Interconnectivity between website, mobile app, and mass notification system**
 - 10.2.5 **Cross posting**
 - 10.2.6 **Custom branding** – ability to select design and colors for each campus
 - 10.2.7 **School specific and global posting**-ability to show district and campus news
 - 10.2.8 **Events** - User can sync their mobile device with the district or campus calendar
 - 10.2.9 **Athletic** - calendar to include but not limited to the same features listed on 10.1.6
 - 10.2.10 **Staff Directory** - to include but not limited to the same features listed in 10.1.7
 - 10.2.11 **Documents** - to include but not limited to the same features listed in 10.1.8
 - 10.2.12 **Lunch Menu** - to include but not limited to the same features listed in 10.1.6
 - 10.2.13 **Custom Content** - to include but not limited to the same features listed in 10.1.9.5
 - 10.2.14 **Third Party App Integration** - to include but not limited to third party apps for Bus routes, Meals, Athletics
 - 10.2.15 **Preferences** - user to include but not limited to customizing the user experience to better suite their personal needs
 - 10.2.16 **Language support** – to include but not limited to the same features listed in 10.1.12
 - 10.2.17 **Gallery**
 - 10.2.18 **Page Editor** - to include but not limited to video, images, galleries and custom layouts and inline frames
 - 10.2.19 **Restrictions/Storage/size and ratio adjustments**
 - 10.2.20 There shall be no storage Limits in Content Management Systems (CMS)
 - 10.2.21 Users should be able to upload files no larger than10 MB onto the system
 - 10.2.22 Embed videos from video hosting platform

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP No. 2020-243 Web Design and Messaging Services
Specifications and Scope of Work-REVISED

- 10.2.23 Embedding via code/iFrame- Option to add content via an HTML editor
- 10.2.24 Customizable Forms are customizable for optional and mandatory responses
- 10.2.25 Custom App Pages Forms
- 10.2.26 User permissions customizable access per location/user
- 10.2.27 Customizable approval workflow for posting
- 10.2.28 Ability to schedule posts (add/delete)
- 10.2.29 Pinning capabilities
- 10.2.30 Single Sign On (SSO)

10.3 ALERT AND NOTIFICATION SYSTEM (Mass Communication System)

- 10.3.1 SIS Integration shall include the following:
- 10.3.2 sFTP - Secure File Transfer Protocol
- 10.3.3 API - Application Programming interface
- 10.3.4 Ability to send calls, text messages and email notifications
- 10.3.5 Data contact list building, merging lists
- 10.3.6 Ability to send recurring alerts
- 10.3.7 Shall provide reports

10.4 TECHNICAL SUPPORT

- 10.4.1 Hosting Web Based to include the following:
- 10.4.2 Backup minimum of 60 days
- 10.4.3 FERPA COPPA, HIPPA Compliant
- 10.4.4 Personally Identifiable Information
- 10.4.5 Industry Standard Encryption and security Methods
- 10.4.6 Browser shall be supported by Chrome, Firefox, Internet, Explorer, Microsoft Edge, and /or Safari
- 10.4.7 SSL Certificates Provided
- 10.4.8 File Storage Capacity to include the following:
- 10.4.9 Unlimited hard storage
- 10.4.10 Minimum of 500 mb of soft individual file
- 10.4.11 Minimums of 10 mb –Images uploaded

10.5 IMPLEMENTATION/TRAINING

- 10.5.1 Design
- 10.5.2 Content Migration Provided
- 10.5.3 Documents
- 10.5.4 Training - If providing onsite training the insurances listed on attached draft contract section2 "Insurance Coverage" will be required
- 10.5.5 Customer Representative Appointed
- 10.5.6 Customer Support shall include Live Chat, phone and e-mail
- 10.5.7 Automatic updates

11.0 AWARD INFORMATION

Award information will be available for download from our website within ninety (90) days of opening: (https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975).

12.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The District *prefers* electronic submittals through Public Purchase, <http://publicpurchase.com>; however, we will accept on CD, pin drive, in a sealed envelope via mail, or hand delivered with **envelope marked as follows:**

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP No. 2020-243 Web Design and Messaging Services
Specifications and Scope of Work-REVISED

Purchasing Services
Attn: Gracie Garza
4309 Warrior Drive, Bldg. C,
McAllen, Texas, 78501

Include **ONLY** the following forms with your submittal:

- Completed Contractor's Certifications Forms
- Reference Letters
- Completed W-9 Form
- Proof of Insurance – Please note: If providing on-site training, the insurances listed on attached draft contract section 2 "Insurance Coverages" will be required.
- Completed Conflict of Interest Form
- Questionnaire Form
- Deviation Form
- System Feature Form
- HB 1295 Form– **MUST BE COMPLETED ONLINE**
http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The District encourages all Proposers to submit information only on forms provided through this RFP. Failure to submit the forms/information listed above may be cause for disqualification of proposal. Do not include unsolicited information such as pamphlets, company form letters, etc. with your proposal.

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP 2020-243 – Web Design and Messaging Services
Questionnaire-REVISED

Business Name: _____

Address: _____

Contact Person: _____ Telephone & Fax Number: _____

Email Address: _____ Year Founded: _____

Signature: _____

Printed Name: _____ Title: _____

1. Description of relevant experience:

2. Number of Staff Members assigned to this project: _____

3. Please complete the System Feature form (See Section J).

4. Provide a timeline that includes design, implementation and training: _____

5. List a maximum of five (5) school district/government clients of similar size and scope within the last five (5) years.

Name of Entity	Contact Person/Phone No.	Services Rendered/Rendering	Dates of Service

McALLEN INDEPENDENT SCHOOL DISTRICT
RFP 2020-243 – Web Design and Messaging Services
Questionnaire-REVISED

6. Fee– Shall include all costs associated for proposed services listed in section 10.0. Provide a detailed fee schedule, for the services identified in the proposal:

Year 1	Cost
Website	
Mobile Application	
Messaging Service	
Hosting	
Technical Support	
Implementation/Training	
TOTAL COST:	

Annual Fee	Cost
Year 2:	
Year 3:	

7. Proof of Insurance (attach certificate). Please note: if providing on-site training the insurances listed on attached draft contract section 2 -* “Insurances Coverages” will be required.

REFERENCE CHECK FORM-REVISED

Please complete this reference form for the following firm/company:

Name of Business

Contract Term

1. Was customer support part of the services provided? If so, please indicate all services that apply.

- Chat
- Phone
- Email

How would you rate the services you selected above?

- Excellent
- Good
- Fair
- Poor

Comments: _____

2. Was your project completed on schedule?

- Yes
- No

Comments _____

3. How would you rate the quality and design of your project?

- Excellent
- Good
- Fair
- Poor

4. Will you continue doing business with this vendor?

- Yes
- No

Why or why not? _____

5. How satisfied is your organization?

- Excellent
- Good
- Fair
- Poor

Comments _____

Reference prepared by:

_____ Name	_____ Signature
_____ Title	_____ Email Address
_____ Phone Number	75 _____ Date Completed



INDEPENDENT SCHOOL DISTRICT

ALEJANDRA GONZALEZ

Director of Purchasing Services

McAllen Independent School District is providing the following clarification(s) and/or modification(s) to the referenced project. This information is to be considered a part of the solicitation documents. Respondents are further instructed to acknowledge receipt of all addenda by affixing required signature where indicated, and submit with their Proposal response.

February 3, 2020

RE: ADDENDUM NO. 2

Please note the following changes for **Request for Proposal No. 2020-243 – Web Design and Messaging Services:**

The following section should be incorporated on this proposal: Section J – System Features Form. See attached.

RFP Documents/Specifications may be obtained online from the **Public Purchase** website at <http://www.publicpurchase.com/>, beginning **January 29, 2020**. **Vendors are responsible for viewing the webpage regularly, or prior to submitting a proposal, to ensure that no addenda or additional information have been issued for the solicitation.**

Addendum #2 Acknowledged By:

Authorized Signature

Company Name

Type/Print Name

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
-------------------------	-----	----	--------------------------------------	---

WEBSITE FEATURES				
-------------------------	--	--	--	--

WEBSITE FEATURES				
Branding				
Common Structure (school pages follow same layout as district landing page)				
School color schemes				
School Organization logos				
Individual Navigation				
Listing of Schools				
One Click from district landing page to a school's site				
Common navigation throughout pages and site map				
Identifiable icons for links				
Comprehensive menu				
Live Feed				
Update homepage (i.e. social media feed)				
Native on your website (no third party iframe)				
Updates shall be allowed from district, school or staff				
Dated, chronological posts with images				
News				
District news able to be displayed in long-form content (list/carousel format)				
Content on home page able to include pictures, text, date, embedded video, hyperlinks				
Editable with WYSIWYG editor				
Events				
Title with a bold headline				
Text description (able to encapsle)				
Linked to website calendar				
Athletics Schedules, Lunch Menus				
Athletic and Lunch Calendar				
Lunch calendar and ability to filter by week or all month				
Summary of stories text enabled				
Athletic Live scores				
Staff Directory				
Pictures				
Text – for the ability to create profile information, such as phone number, job title, etc.				

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
-------------------------	-----	----	--------------------------------------	---

Documents				
Able to merge with Google				
Folders for easy navigation				
Ability to download files				
Other				
Access to static pages				
Links to external sites (text embedded videos, images hyperlinks)				
Ability to download files				
Bus Routes				
Marketing pages/landing pages				
Individual Teacher Pages				
Able to see classroom activity steam				
Announcements				
Assignments				
Class documents/forms				
Formatting				
Automatic formatting common with landing page				
Dynamic search capability				
Search features				
User Friendly System with ability to search system without reloading and list results in orderly manner				
Language support				
Ability to translate websites				
Accessibility/ADA compliance				
Color				
Visual				
Motor				
Code				
Search Engine Optimization				
Accessibility and responsiveness(functions on any screen size, with any device)				
Page loading time				
HTML Structure				
Compatible with iOS and Android operating systems				
Push notifications				

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
Analytics-site should index with Analytics programs from major search engines and have search engine compatible urls				
Compatible Content - ability to have like embedded videos, images, and other multi-media content				
MOBILE APP				
Integration with other apps/websites designed with Android and IOS				
Customizable preferences				
Push Notifications-Mobile App should allow user to receive notifications based on their preference				
Interconnectivity between website, mobile app, and mass notification system				
Cross posting				
Custom branding ability to select design and colors for each campus				
School specific and global posting ability to show district and campus news				
Events - User can sync their mobile device with the district or campus calendar				
Athletic-calendar to include but not limited to the same features listed on 10.1.6.				
Staff Directory - to include but not limited to the same features listed in 10.1.7.				
Documents - to include but not limited to the same features listed in 10.1.8.				
Lunch Menu- to include but not limited to the same features listed in 10.1.6.				
Custom Content - to include but not limited to the same features listed in 10.1.9.5				
Third Party App Integration - to include but not limited to third party apps for Bus Routes, Meals, and Athletics.				
Preferences - user to include but not limited to customizing the user experience to better suite their personal needs				
Language support – to include but not limited to the same features listed in 10.1.12				
Gallery				

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
Page Editor - to include but not limited to video, images, galleries and custom layouts and inline frames				
Restrictions/Storage/size and ratio adjustments				
There shall be no storage Limits in Content Management Systems (CMS)				
Users should be able to upload files no larger than10 MB onto the system				
Embed videos from video hosting platform				
Embedding via code/iFrame- Option to add content via an HTML editor				
Customizable Forms are customizable for optional and mandatory responses				
Custom App Pages Forms				
User permissions customizable access per location/user				
Customizable approval workflow for posting				
Ability to schedule posts (add/delete)				
Pinning capabilities				
Single Sign On (SSO)				
ALERT AND NOTIFICATION SYSTEM (Mass Communication System)				
SIS Integration shall include the following:				
sFTP - Secure File Transfer Protocol				
API - Application Programming Interface				
Ability to send calls, text messages and email notifications				
Data contact list building, merging lists				
Ability to send recurring alerts				
Shall provide reports				
TECHNICAL SUPPORT				
Hosting Web Based to include the following:				
Backup minimum of 60 days				
FERPA , COPPA, HIPPA Compliant				
Personally Identifiable Information				
Industry Standard Encryption and security Methods				
Browser shall be supported by Chrome, Firefox, Internet Explorer, Microsoft Edge, and /or Safari				
SSL Certificates Provided				
File Storage Capacity to include the following:				

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
-------------------------	-----	----	--------------------------------------	---

Unlimited hard storage				
Minimum of 500 MB of soft individual file				
Minimums of 10 MB – Images uploaded				
IMPLEMENTATION/TRAINING				
Design				
Content Migration Provided				
Documents				
Training - If providing onsite training the insurances listed on attached draft contract Section 2 “Insurance Coverage” will be required				
Customer Representative Appointed				
Customer Support shall include Live Chat, phone and e-mail				
Automatic updates				

Exhibit "B" – Vendor's Services, Products and Fees Pursuant to
Request for Proposal No. 2020-243



RFP No. 2020 - 243

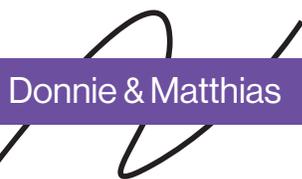
WEBDESIGN AND MESSAGING SERVICES



Hi team McAllen!

All of us at Apptegy are beyond excited about the potential to partner with you! We'd love to help you showcase your identity online, and build a mobile strategy with you to reach your parents where they go every day.

Talk soon,



Donnie & Matthias



Donnie Whitten
(870) 230-2070
donnie.whitten@apptegy.com



Matthias Wehnert
(501) 612-4442
matthias.wehnert@apptegy.com

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Introduction

What Makes Us Different

For the longest time, school districts have been stuck with tools that were built specifically for them—but lagging years behind the technology available to private sector companies.

Now that school districts are under as much pressure to compete as most companies, we're bringing private sector marketing practices and tools to public K-12 education.

**Apptegy is a tech company
and the thought leader in
public school marketing**

1

Thrillshare's Ease of Use

With our publishing platform Thrillshare, you don't need to have any programming knowledge to update your district's website, app, or notification system. Now, promoting your success stories across all communication channels can be done right from your smartphone.

1,200+

**Public School Districts
Partnering With Apptegy**

2

The User Experience of Your Community

Wherever your community engages with you online, they'll be able to do so with ease. No more pinching and pulling to view your website on a smartphone or being redirected somewhere else within your mobile app.

3rd

**Largest Provider of
Mobile Apps and
Websites**

3

Your Experience Working With Us

From the beginning, Apptegy set out to be more than a software provider. We strive to be a true partner and resource for our districts. That commitment and our personal, fast, and easy support has earned Apptegy an unheard of 99% client retention rate.

99%

**Client Retention
Rate**

Our unique perspective as school marketing thought leader

In 2018, we launched SchoolCEO, the first and only print magazine focusing on marketing in K-12 public education. Creating this publication gives us the opportunity to do extensive research in public education while interviewing reputable thought leaders, associations, school district leaders, and clients. Now, in February 2020, SchoolCEO is delivered to over 14,000 superintendents every quarter. Visit <https://www.schoolceo.com> to learn more about the research we've conducted and interviews with thought leaders in the K-12 space.

SchoolCEO

Conducted the **largest study** on how millennial teachers chose where to work and how school districts are marketing to them

SchoolCEO

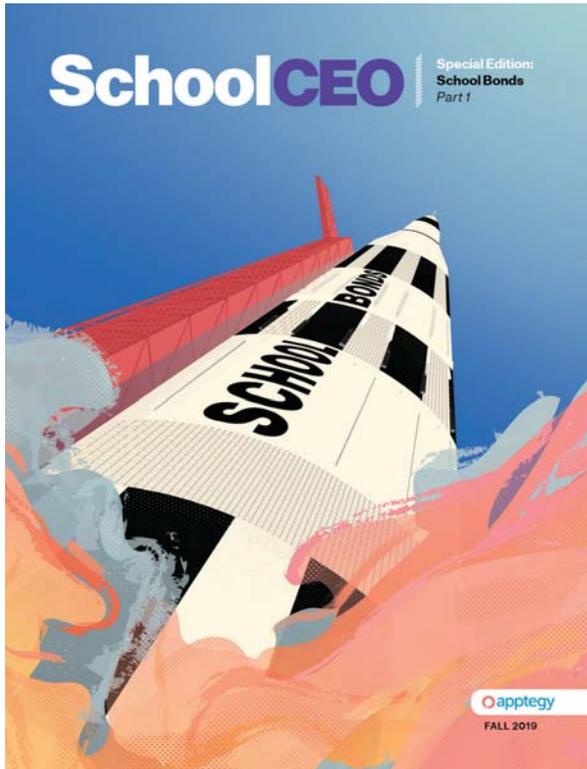
The School Marketing Magazine

Recruiting Millennial Teachers

We surveyed over 1,000 millennial teachers to learn how you can recruit the best.

- How are they looking for jobs?
- Simple strategies to transform your recruiting
- Thoughts and ideas from leading superintendents

apptegy
SPRING 2019



Interviewed **over 50 school districts** who passed a school bond in the past 3 years



Contractor's Certifications Forms

**CONTRACTOR CERTIFICATION FORM
(Return signed form with your submittal)**

1. Felony Conviction Notification

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

Initial where applicable.

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

2. Criminal History Record Information Review of Certain Contract Employees

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

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

OR

- Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:
1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **If available, attach a copy of your FAST Pass Receipt.**
 2. If I receive information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.
 3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.
 4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.
-

3. Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor Certification Form page 1
Revised 10/22/2019

4. Confidential/Copyrighted Information

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

5. Declaration of Business Location - Texas Education Code 44.031(b)(8)

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

- A. Has its principal place of business in the State of Texas; OR B. employs at least 500 persons in the State of Texas
 C. Principal place of business is not in the State of Texas: Little Rock, Arkansas
(City, State)
-
-

6. Owner(s) Name of Business

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

Jeston George _____
Five Elms Capital _____

7. Delinquent Taxpayers

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

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

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

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

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

9. Buy America Provisions

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

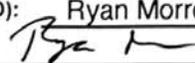
10. Entities That Boycott Israel:

If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Bidder does not make that certification, Bidder must indicate that in its Response and state why the certification is not required.

11. Federally Funded Purchases

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases (see attached "Federally Funded Purchases" form).

I, the undersigned authorized agent for the company named below, certify that the information concerning Sections 1-10 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-11 listed above.

COMPANY NAME: Apptegy Inc
AUTHORIZED AGENT'S NAME (PRINTED): Ryan Morrow
SIGNATURE OF COMPANY OFFICIAL: 

Reference Letters

REFERENCE CHECK FORM-REVISED

Please complete this reference form for the following firm/company:

Apptegy
Name of Business

2019-20
Contract Term

1. Was customer support part of the services provided? If so, please indicate all services that apply.

- Chat
- Phone
- Email

How would you rate the services you selected above?

- Excellent
- Good
- Fair
- Poor

Comments:

Responsive, knowledgeable, positive, energetic, professional

2. Was your project completed on schedule?

- Yes
- No

Comments:

The vendor went above + beyond to meet/exceed timelines

3. How would you rate the quality and design of your project?

- Excellent
- Good
- Fair
- Poor

4. Will you continue doing business with this vendor?

- Yes
- No

Why or why not?

Superb product + service

5. How satisfied is your organization?

- Excellent
- Good
- Fair
- Poor

Comments:

Yvick + Sara + team were excellent

Reference prepared by:

Name	<u>Dr. Kemy Postma</u>	Signature	<u>Kemy S. Postma</u>
Title	<u>Superintendent</u>	Email Address	<u>kpostma@edgewaterschools.org</u>
Phone Number	<u>201-945-4106 x2200</u>	Date Completed	<u>2-5-20</u>

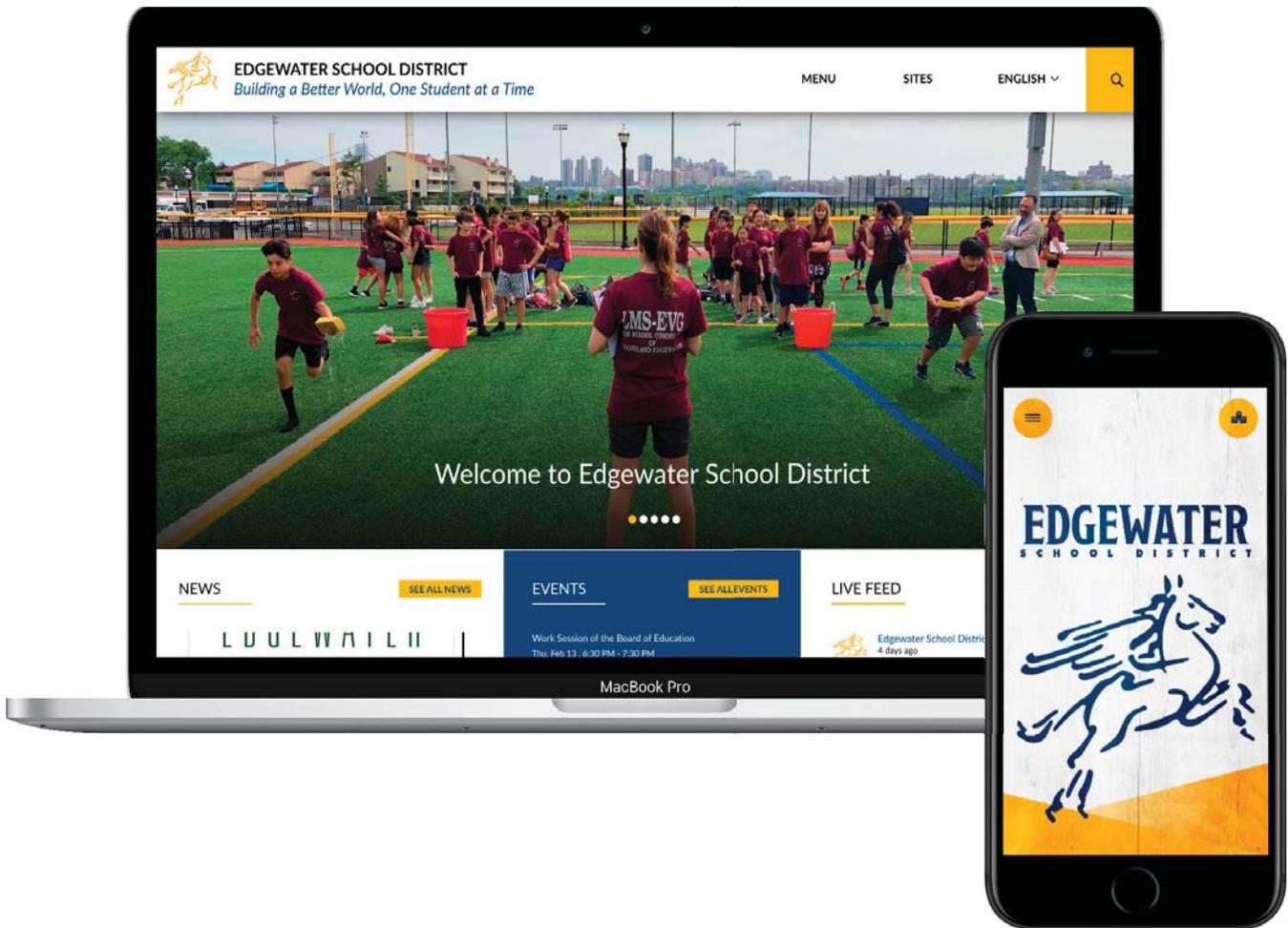


Edgewater School District, New Jersey

Kerry Postma, Superintendent
(201) 945-4106
kpostma@edgewaterschools.org

Date Work Was Performed: May 2019 - Ongoing

LIST OF SERVICES: Website Design, Analysis, Strategy, Migration, Ongoing Marketing Campaigns, Training and Best Practices Consulting.



REFERENCE CHECK FORM-REVISED

Please complete this reference form for the following firm/company:

Grayson County Schools (Ky)
Name of Business

ongoing since 2016
Contract Term

1. Was customer support part of the services provided? If so, please indicate all services that apply.

- Chat
- Phone
- Email

How would you rate the services you selected above?

- Excellent
- Good
- Fair
- Poor

Comments: These folks are THE best. They are quick, courteous, thorough and you truly believe you are their only customer when dealing with them. No question is too big, too small, (or too "dumb"). Amazing!!!

2. Was your project completed on schedule?

- Yes
- No

Comments: Apptegy does everything humanly possible to deliver on time.

3. How would you rate the quality and design of your project?

- Excellent
- Good
- Fair
- Poor

4. Will you continue doing business with this vendor?

- Yes
- No

Why or why not? See above. You can't / don't get that a lot of places. - Speaking from experience.

5. How satisfied is your organization?

- Excellent
- Good
- Fair
- Poor

Comments: See above - they are very client responsive to everything and consistently strive to improve. 2nd to none across the board for us.

Reference prepared by:

<p><u>Caryn Lewis</u> Name</p> <p><u>Public Information Officer</u> Title</p> <p><u>270 259 4011</u> Phone Number</p>	<p><u>Caryn Lewis</u> Signature</p> <p><u>caryn.lewis@grayson.ky.schools.us</u> Email Address</p> <p><u>2/5/2020</u> Date Completed</p>
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Grayson County Schools, Kentucky

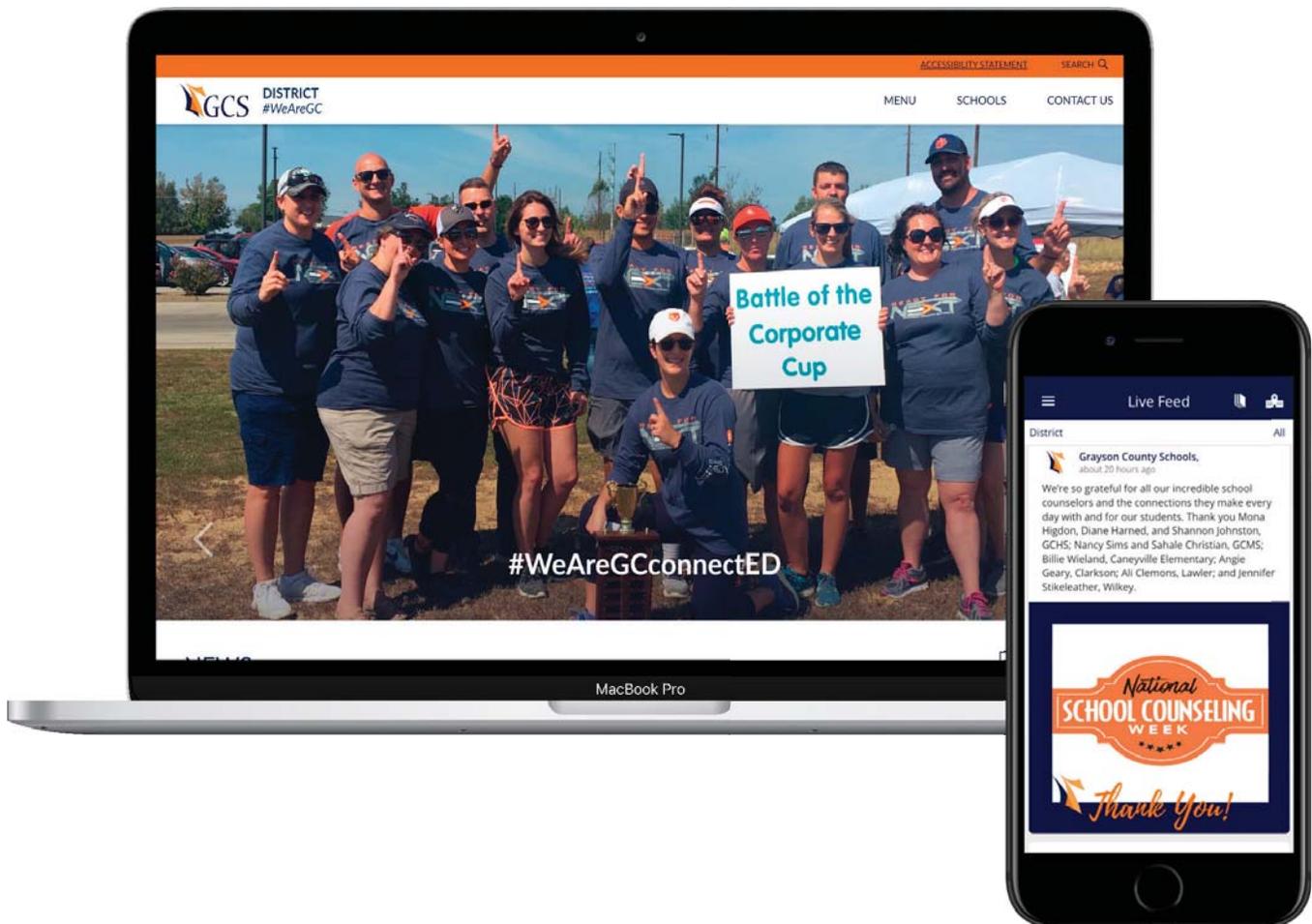
Caryn Lewis, PIO

(270) 259-4011

caryn.lewis@grayson.kyschools.us

Date Work Was Performed: June 2018 - Ongoing

LIST OF SERVICES: Custom Website Design, Analysis, Strategy, Migration, Ongoing Marketing Campaigns, Training and Best Practices Consulting.



REFERENCE CHECK FORM-REVISED

Please complete this reference form for the following firm/company:

Name of Business	Contract Term
<p>1. Was customer support part of the services provided? If so, please indicate all services that apply.</p> <p> <input checked="" type="checkbox"/> Chat <input checked="" type="checkbox"/> Phone <input checked="" type="checkbox"/> Email </p> <p>How would you rate the services you selected above?</p> <p> <input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor </p> <p>Comments: _____</p>	
<p>2. Was your project completed on schedule?</p> <p> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>Comments: _____</p>	
<p>3. How would you rate the quality and design of your project?</p> <p> <input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor </p>	
<p>4. Will you continue doing business with this vendor?</p> <p> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>Why or why not? _____</p>	
<p>5. How satisfied is your organization?</p> <p> <input checked="" type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor </p> <p>Comments: _____</p>	

Reference prepared by:

<p><u>Rhonda D. Turner</u></p> <p>Name</p> <p><u>Superintendent</u></p> <p>Title</p> <p><u>903-763-5000</u></p> <p>Phone Number</p>	<p><u>Rhonda D. Turner</u></p> <p>Signature</p> <p><u>turnerr@quitmanisd.net</u></p> <p>Email Address</p> <p><u>02/05/2020</u></p> <p>Date Completed</p>
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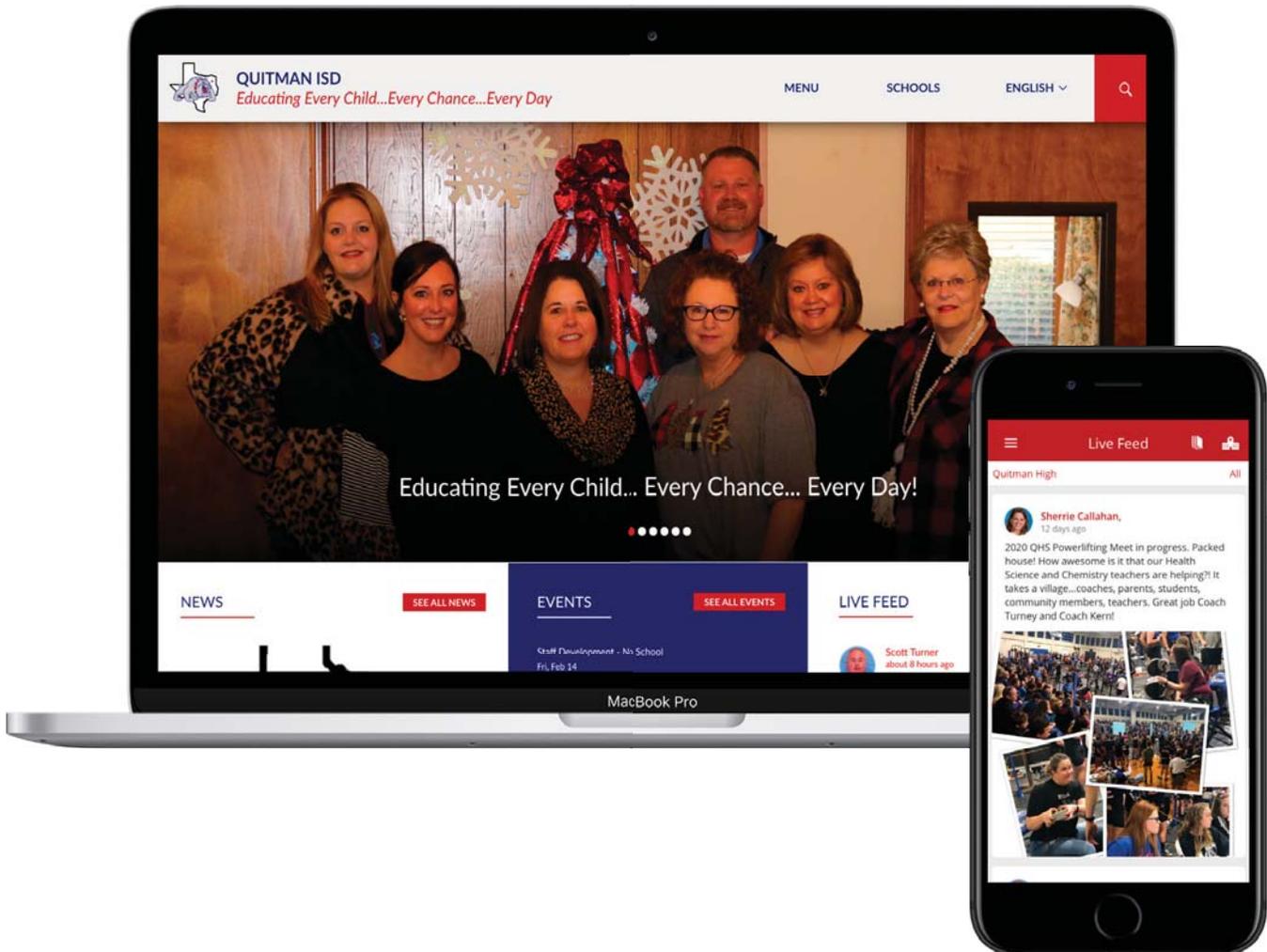


Quitman Independent School District, Texas

Rhonda Turner, Superintendent
(903) 763-5000
turnerr@quitmanisd.net

Date Work Was Performed: September 2019 - Ongoing

LIST OF SERVICES: Website Design, Analysis, Strategy, Migration, Ongoing Marketing Campaigns, Training and Best Practices Consulting.



REFERENCE CHECK FORM-REVISED

Please complete this reference form for the following firm/company:

Page County Public Schools
Name of Business

2019 (just launched Nov 2019)
Contract Term

1. Was customer support part of the services provided? If so, please indicate all services that apply.

- Chat
- Phone
- Email

How would you rate the services you selected above?

- Excellent
- Good
- Fair
- Poor

Comments: Sara & max are by far the most outgoing, helpful people ever!

2. Was your project completed on schedule?

- Yes
- No

Comments: Max worked tirelessly to get us up and running and has been with us every step along the way!

3. How would you rate the quality and design of your project?

- Excellent
- Good
- Fair
- Poor

4. Will you continue doing business with this vendor?

- Yes
- No

Why or why not? _____

5. How satisfied is your organization?

- Excellent
- Good
- Fair
- Poor

Comments: The web pages are wonderful - Alert system even better!

Reference prepared by:

<u>Tricia Runyan</u> Name	<u>Tricia A Runyan</u> Signature
<u>Communications Specialist</u> Title	<u>trunyan@pagecounty.k12.va.us</u> Email Address
<u>(540) 743-3750 (option 3)</u> Phone Number	<u>2/5/20</u> Date Completed

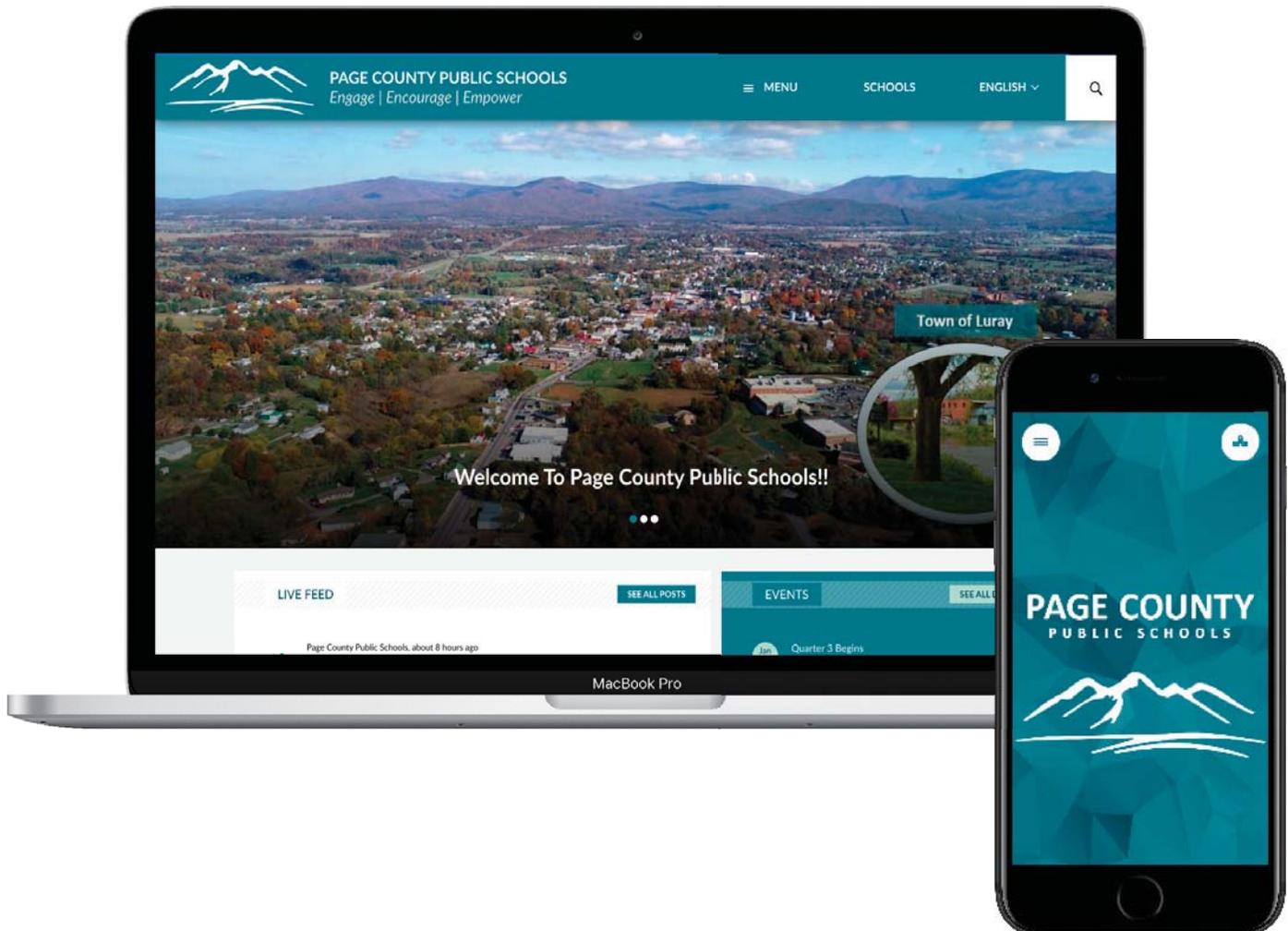


Page County Public Schools, Virginia

Tricia Runyan, Communications Specialist
(540) 743-3750 (option 3)
trunyan@pagecounty.k12.va.us

Date Work Was Performed: June 2019 - Ongoing

LIST OF SERVICES: Website Design, Analysis, Strategy, Migration, Ongoing Marketing Campaigns, Training and Best Practices Consulting.



REFERENCE CHECK FORM-REVISED

Please complete this reference form for the following firm/company:

Medfield Public Schools

Name of Business

Contract Term

1. Was customer support part of the services provided? If so, please indicate all services that apply.

- Chat
- Phone
- Email

How would you rate the services you selected above?

- Excellent
- Good
- Fair
- Poor

Comments: Always available when needed!

2. Was your project completed on schedule?

- Yes
- No

Comments: Took a little longer due to Apple App services

3. How would you rate the quality and design of your project?

- Excellent
- Good
- Fair
- Poor

4. Will you continue doing business with this vendor?

- Yes
- No

Why or why not? _____

5. How satisfied is your organization?

- Excellent
- Good
- Fair
- Poor

Comments: Great people to work with - customer friendly and focused

Reference prepared by:

<p><u>Jeffrey J. Marsden</u> Name</p> <p><u>Superintendent of Schools</u> Title</p> <p><u>508-359-2302</u> Phone Number</p>	<p><u>[Signature]</u> Signature</p> <p><u>Jmarsden@email.medfield.net</u> Email Address</p> <p><u>2/5/20</u> Date Completed</p>
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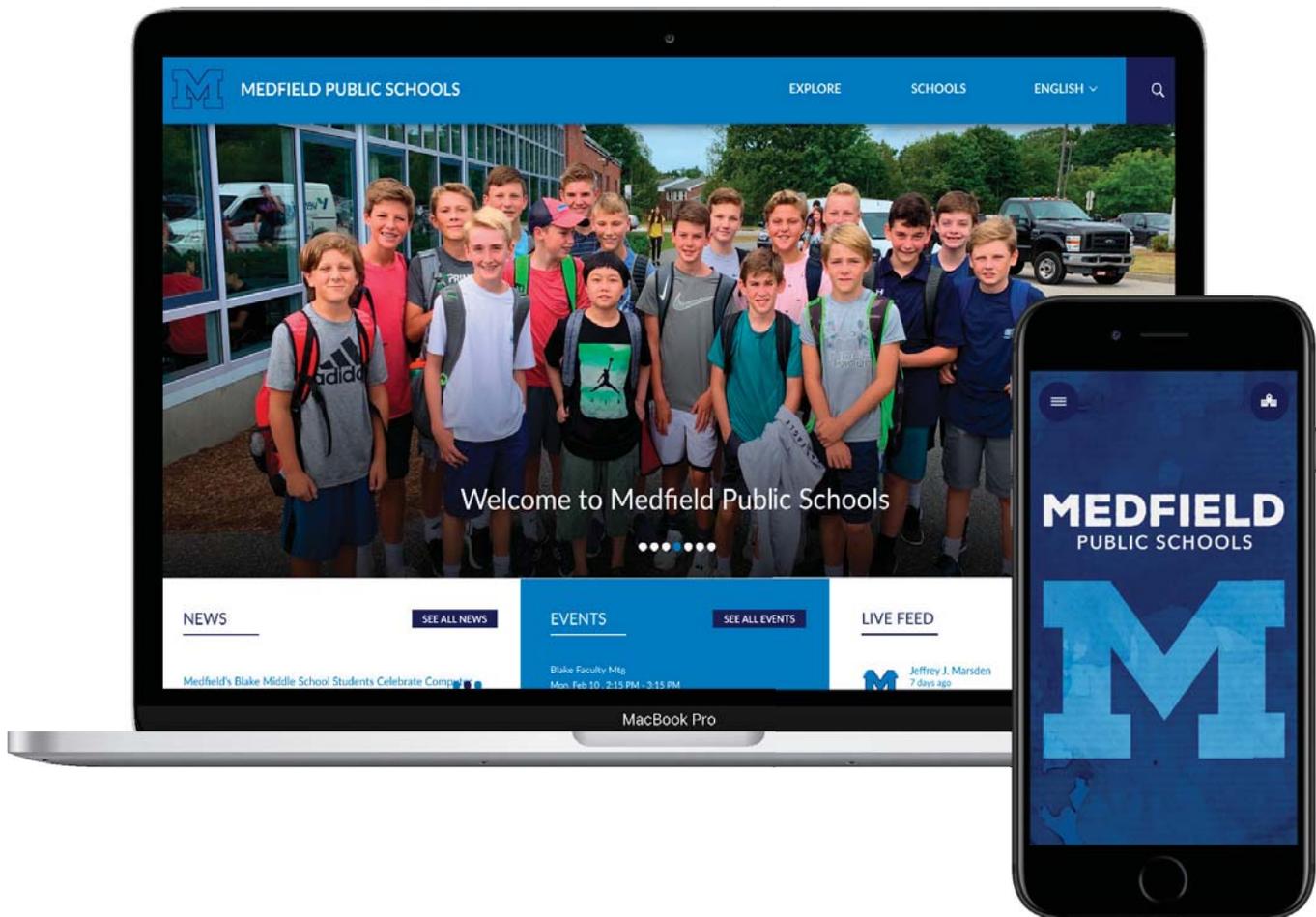


Medfield Public Schools, Massachusetts

Jeffrey Marsden, Superintendent
(508) 359-2302
jmarsden@email.medfield.net

Date Work Was Performed: August 2018 - Ongoing

LIST OF SERVICES: Website Design, Analysis, Strategy, Migration, Ongoing Marketing Campaigns, Training and Best Practices Consulting.



W-9 Form

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Apptegy INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 425 W. Capitol Ave, Sui. 800	Requester's name and address (optional)
6 City, state, and ZIP code LITTLE ROCK, ARKANSAS 72201	
7 List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
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or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;">82</td> <td style="border: 1px solid black; width: 25px; height: 25px;">-</td> <td style="border: 1px solid black; width: 25px; height: 25px;">1</td> <td style="border: 1px solid black; width: 25px; height: 25px;">3</td> <td style="border: 1px solid black; width: 25px; height: 25px;">8</td> <td style="border: 1px solid black; width: 25px; height: 25px;">2</td> <td style="border: 1px solid black; width: 25px; height: 25px;">6</td> <td style="border: 1px solid black; width: 25px; height: 25px;">8</td> <td style="border: 1px solid black; width: 25px; height: 25px;">4</td> </tr> </table>	82	-	1	3	8	2	6	8	4	
82	-	1	3	8	2	6	8	4		

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 ▶ 2-7-20
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Proof of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

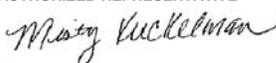
PRODUCER EMBROKER INSURANCE SVCS 24 SHOTWELL ST SAN FRANCISCO, CA 94103	CONTACT NAME:														
	PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (877) 872-7604													
	E-MAIL ADDRESS: service.center@travelers.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : FARMINGTON CASUALTY COMPANY</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : FARMINGTON CASUALTY COMPANY		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-1J614692-19-42	06/27/2019	06/27/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER APTEGY, INC 425 W CAPITOL AVE LITTLE ROCK, AR 72201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

11/20/2020

DATE (MM/DD/YYYY)

2/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

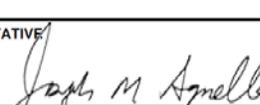
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hiscox Insurance Company, Inc.		10200
INSURER B : Hartford Underwriters Insurance Company		30104
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

COVERAGES **CERTIFICATE NUMBER:** 16580127 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	UDC-1675540-CGL	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
B	PROPERTY	N	N	37SBAAE3XMV	11/20/2019	11/20/2020	BLANKET \$710,327

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 16580127 PROOF OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Conflict of Interest Form

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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.

N/A

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?

N/A

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?

N/A

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.

N/A

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

2/7/20
Date

Questionnaire Form

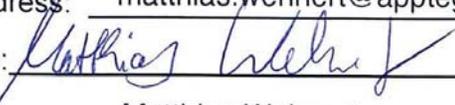
McALLEN INDEPENDENT SCHOOL DISTRICT
RFP 2020-243 – Web Design and Messaging Services
Questionnaire-REVISED

Business Name: Apptegy Inc

Address: 425 W. Capitol Ave, Suite 800 Little Rock, AR 72201

Contact Person: Matthias Wehnert Telephone & Fax Number: 501-612-4442

Email Address: matthias.wehnert@apptegy.com Year Founded: 2014

Signature: 

Printed Name: Matthias Wehnert Title: Sales Representative

1. Description of relevant experience: See Page 35

2. Number of Staff Members assigned to this project: 6 (See Page 36 for details)

3. Please complete the System Feature form (See Section J).

4. Provide a timeline that includes design, implementation and training: See Page 40-41

5. List a maximum of five (5) school district/government clients of similar size and scope within the last five (5) years.

Name of Entity	Contact Person/Phone No.	Services Rendered/Rendering	Dates of Service
Edgewater School District, NJ	Dr. Kerry Postma, Superintendent 201-945-4106 ext 2200	Website, mobile app, alerts, publishing platform	May 2019 - Ongoing
Grayson County Schools, KY	Caryn Lewis, PIO 270-259-4011	Website, mobile app, alerts, publishing platform	June 2016 - Ongoing
Medfield Public Schools, MA	Jeffrey J. Marsden, Superintendent 508-359-2302	Website, mobile app, alerts, publishing platform	August 2018 - Ongoing
Page County Public Schools, VA	Tricia Runyan, Communications Specialist 540-743-3750 (option 3)	Website, mobile app, alerts, publishing platform	June 2019 - Ongoing
Quitman ISD, TX	Rhonda D. Turner, Superintendent 903-763-5000	Website, mobile app, alerts, publishing platform	Septmber 2018 - Ongoing

**McALLEN INDEPENDENT SCHOOL DISTRICT
RFP 2020-243 – Web Design and Messaging Services
Questionnaire-REVISED**

6. Fee– Shall include all costs associated for proposed services listed in section 10.0. Provide a detailed fee schedule, for the services identified in the proposal:

Year 1	Cost
Website	Included
Mobile Application	Included
Messaging Service	Included
Hosting	Included
Technical Support	Included
Implementation/Training	\$12,375
TOTAL COST:	\$90,275



\$77,900

(Includes Discounts of \$12,125)

Annual Fee	Cost
Year 2:	\$77,900
Year 3:	\$77,900

7. Proof of Insurance (attach certificate). Please note: if providing on-site training the insurances listed on attached draft contract section 2 -* "Insurances Coverages" will be required.



CERTIFICATE OF LIABILITY INSURANCE

11/20/2020

DATE (MM/DD/YYYY)
2/11/2020

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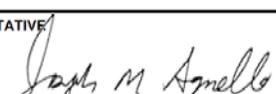
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1471762 APPTGY 425 W CAPITOL AVE STE 800 LITTLE ROCK AR 77201	INSURER A : Hiscox Insurance Company, Inc. NAIC # 10200	
	INSURER B : Hartford Underwriters Insurance Company NAIC # 30104	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 16580127 REVISION NUMBER: XXXXXXXX

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
B	PROPERTY	N	N	37SBAAE3XMV	11/20/2019	11/20/2020	BLANKET \$710,327

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Experience

In K-12 public education, Apptegy is the third-largest provider of mobile apps and websites, working with 1,200 school districts across the US. We are the fastest growing company in this space and are helping more and more school districts to build strong online identities.

Apptegy started in 2014 with the goal of allowing public school districts to build a strong brand and communicate more effectively with their audiences. In 2015, we worked with our first three beta clients. Today, in February 2020, we're serving as partner to over 1,200 school districts. These school districts have partnered with us for their website, custom mobile app, and the alert and notification system. Apptegy is the only company offering a platform like Thrillshare as outlined in this RFP.

Moreover, in 2018, we launched SchoolCEO, the only magazine focusing on marketing in K-12 public education. Creating this publication gives us the opportunity to do extensive research in public education while interviewing reputable thought leaders, associations, school district leaders, and clients. Visit <https://www.schoolceo.com> to learn more about the research we've conducted and interviews with thought leaders in the K-12 space.

General Information

Location of Office

425 W Capitol Ave Ste 800
Little Rock, AR 72201

Years in Business

Five

Number of Employees

152

Your Dedicated Team

Jesson George

Director of Client Experience

Jesson leads our client experience team and has more than 18 years of project management and team leadership experience. He oversees our support, implementation, and client success teams.

Sinovia Mayfield

Lead Designer

Sinovia will be your lead designer. She has worked with hundreds of school districts on building their ideal web and mobile presence. She will oversee the initial and ongoing design of your website and mobile app.

Sara Brown

Client Success Manager

Sara will be your dedicated point of contact. She has worked with around 150 districts at Apptegy. She will do ongoing trainings, perform reviews, recommend improvements, and keep you informed on updates. A recent recipient of Apptegy's High Performance Award, she's one of the hardest workers you'll find. Outside of Apptegy, Sara is working on attaining her MBA through the University of Arkansas.

Nick Lewis

Project Manager

Nick will coordinate the entire implementation process. That means during analysis, strategy, design, and migration, he will be working with you closely. Nick has worked with over 160 school districts.

Donnie Whitten

Vice President

Donnie is one of our school district thought leaders and consults our Client Success and Project Management teams. He brings real-world experience in building a powerful school brand in a rural community. Donnie Whitten is a "recovering" superintendent who spent 22 years at Arkadelphia Public Schools—11 as superintendent. As a school leader, Whitten was named an Arkansas Business 40 Under 40 for launching the Arkadelphia Promise Scholarship and leading the district to technological advancement. Five years ago, Donnie became Apptegy's very first client and got to see the company grow into what it is today. In the summer of 2019, he joined Apptegy as a Vice President.

Matthias Wehnert

Sales Representative

All the way from from Krefeld, Germany, Matthias offers a world of experience. Prior to joining Apptegy, Matthias worked with senior stakeholders at Fortune 1000 companies as their point person to better learn their unique and specific needs. His experience working with the boardroom paired with nearly six years of experience as a freelance web designer makes Matthias a valuable resource for helping superintendents trying to build a brand in today's digital age. Outside the office, Matthias is passionate about coffee, and not just as a consumer. Matthias co-founded a German coffee start-up before moving to the United States to be with the woman of his dreams.



Jesson George



Sinovia Mayfield



Sara Brown



Nick Lewis



Donnie Whitten



Matthias Wehnert

Your Support Team

Our support team consists of our dedicated Tech Ops team as well as every Client Success Manager and Client Project Manager. Support is available via in-app chat, phone, and email.



Amanda Abernathy



Brenner Clemons



Brytanni Bartlett



Casey Wyatt



Cecil Dowdle



Christina Boyd



Coleman Branum



Doug Benjamin



Elizabeth McCloud



Elvie Pearson



Greg Cooper



Hunter Owen



Jackie DeSalvo



Jake Hicks



James Paul



Jared Dreher



Kathleen Conley



Kelsi Stimack



Lacey Thacker



Lukas Deem



Mark Hiblong



Max DeYoung



Michael Monroe



Michael Moose



Nick Lewis



Noah Hallett



Rachel Cole



Sara Brown



Travis Howk



Veronica Winans

Our Leadership Team

Jeston George

Founder / CEO

Jeston George is Apptegy's Founder and CEO. After successfully exiting two of his businesses, he worked in the spare bedroom of his house, developing tools to help school districts implement a modern marketing strategy without adding work to their teams. Today, Apptegy is one of the fastest-growing companies in the K-12 education space, works with over 1,200 school districts, and employs over 150 people.

Rob DuPuy

Director of Product

Rob is an experienced product director with a demonstrated history of working in the information technology and services industry. Before joining Apptegy, Rob spent 12 years at a data company where he worked in both engineering and product management roles. Rob earned his MBA from the University of Central Arkansas. Outside of Apptegy, Rob enjoys cooking, lifting weights and coaching soccer.

Ashley Coleman

Chief of Staff

Ashley heads up the Operations team at Apptegy to help the company scale smoothly and more effectively, while maintaining HR responsibilities aside from recruitment. As Chief of Staff, she takes numerous projects and tasks off of Jeston's plate, and runs them on her own, to allow his role to continue to evolve as he focuses on strategy and growing the company. With an MBA from the University of Arkansas at Little Rock and a spot in Little Rock Soiree's "Women to Watch 2019" list, Ashley is basically a real-life superhero!

Rasesh Patel

Chief Technology Officer

With over 20 years of engineering and management experience, Rasesh is an experienced leader with a proven record of achieving business results through an intense focus on execution, teamwork and collaboration. Rasesh brings a healthy mix of technical know-how and business acumen that helps him make the right decisions to move the needle towards achieving the company's defined goals. With a Master's degree in Electrical Engineering from the University of Massachusetts Lowell, Rasesh engineers his free time around the outdoors so he can play tennis, hike and/or travel.

Casey Mikula

Vice President of Sales

In his five years of leadership at Apptegy, Casey has taken Apptegy's sales from a handful of K-12 school districts in Arkansas to over 1,200 districts in 49 states. Casey sets Apptegy's overall sales strategy while leading Apptegy's sales teams: sales development, sales enablement, and sales representatives. Casey has an MBA from Auburn University, and loves to travel. He's visited 83 countries so far!

Tyler Vawser

Vice President of People

Tyler and his talent acquisition team are the reason why we've been able to expand our teams so successfully. When he isn't strengthening Apptegy's interview and selection process, he also ensures an exceptional employee experience, serves as a culture champion, and works with senior leadership to ensure we maintain a scalable company culture. While Tyler's degree from Cedarville University is in English, he's also a personal finance guru and our resident cookie expert.

Ryan Morrow

Chief Financial Officer

Ryan is passionate about building great companies, specifically helping build high-growth software companies. He's worked with software companies as they've scaled in revenue, raised debt rounds, and raised equity rounds. Ryan earned a degree in finance from the University of Arkansas. When he isn't crunching numbers at the office, you'll find him enjoying the outdoors with friends and family.

David Allan

Vice President of Marketing and Media / Executive Editor of SchoolCEO

David earned a philosophy degree at Hendrix College, and as one of Apptegy's first hires, he has worn many hats. He was once our head of hiring and then our special projects director. He's found his niche heading up our marketing and media team, while also serving as executive editor of Apptegy's quarterly marketing publication for school administrators, SchoolCEO.

Jesson George

Director of Client Experience

Jesson leads our client experience team and has more than 18 years of project management and team leadership experience. He oversees our support, implementation, and client success teams.

Jessica Johnston-Myers

Director of Sales Development

Since 2015, Jessica has focused on implementing sales and productivity fundamentals in businesses in central Arkansas. She's continuing this work with Apptegy's sales development team, who engage school administrators and introduce them to Apptegy. Jessica earned her degree from Hendrix College, and loves to bake.



Jeston George



Rob DuPuy



Ashley Coleman



Rasesh Patel



Casey Mikula



Tyler Vawser



Ryan Morrow



David Allan



Jesson George



Jessica Johnston-Myers

Implementation Plan

1 Consultation, Planning and Design

1 week

We get our partnership started with the Kickoff and Consultation Call. On this call, we lay the foundation for the next steps: introductions of key personnel involved, an overview of our timeline, and the introduction to our project management tool, Basecamp.

Your Project Manager will also guide you through the Apple Developer process, to get us on track for the Apple app approval process.

We will provide a variety of initial design options. From there, we will collect your feedback and make revisions to find the perfect website and app design. All designs need to be approved by you before we move on to the next stage, the development.

2 Development

2 weeks

During development, we work on three projects simultaneously: development of your Website, iOS app & Android app. This is where we pride ourselves in keeping the work completely off of our clients' plates.

Through our project management tool Basecamp, you will be provided full transparency and involvement during the development of your website, iOS app and Android app. After we've built out your website, we will also move over all of your static content to the new site.

Finally, we will set up the sync with your Skyward Student Information System. For this process, we need your help in setting up the automated file export.

3 App Store Review

1-2 weeks

We submit your apps to iTunes Connect and Google Play for approval on your behalf. The timeframe for the approval process is usually 7-20 days, and is largely determined by Apple. Of course, we will keep you in the loop on any updates during this phase.

4 Testing Quality and Assurance

1 week

Your website and apps will run through our quality assurance process to make sure everything is running smoothly. We will also ask you to test key parts of the website and app to make sure everything is perfect before we go live.

5 Training

1 Week

The initial training typically involves a key team on your side and is followed by multiple training sessions for other stakeholders (for example, contacts at each of your sites).

Trainings are free for any number of Thrillshare users, and unlimited. This means we won't charge for our initial training and we will never charge for ongoing training—even if we did one per week.

6 Launch

1 week

You will be provided with a custom marketing campaign to aid the launch of your website, iOS and Android apps. The planning and execution will coincide with the official launch of your mobile app and website.

7 Ongoing

Once you are live, all of your Thrillshare users will have unlimited access to our support team as well as your CSM to collaborate with you for further trainings, educate on product knowledge, ongoing support, and more.

Your Timeline

Estimating board approval for no later than March 23, we are confident we can meet your desired launch date of May 30. The timeline below shows the necessary steps to get there, including time requirements from your side. Of course, we will be flexible to work with your schedule!

CONSULTATION		Time Needed to Complete (McAllen Side)
March 24 - March 30		
March 24	Introduction Call	1 Hour
March 24	Consultation and Design Review	Part of Intro
March 24	Sign Trademark Agreement for Google	5 Minutes
March 24 - 30	Apple Developer Setup Call	1 Hour
March 24 - 30	Confirm Designs to Move Project into Development	-
DEVELOPMENT		
March 30 - April 20		
March 30	Custom Thrillshare Platform Built	-
March 30 - April 6	Mobile Applications Built	-
March 30 - April 6	Website Built and Connected to Thrillshare	-
March 30 - April 13	Student Information System (SIS) Integration	1 Hour
April 6 - 13	Content Migration Discussion	30 Minutes
April 13 - 20	Content Migration Done	-
3-5 Days*	Android App Available in Google Play	-
3-5 Days*	iOS App Available in App Store	-
* After Apple Enrollment		
PRE-LAUNCH		
March 30 - May 30		
March 30 - April 6	Pre-Training Setup Call	45 Minutes
April 6 - 13	Getting Started in Thrillshare	1 Hour
April 13 - May 13	Additional Workshop Training for Each Building	1 Hour
May 6 - 13	Marketing Materials Prepared/Presented	1 Hour
May 30	Official Website and App Launch	5 Minutes

Deviation Form

DEVIATION/COMPLIANCE FORM

An authorized company representative must sign this form to indicate compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, and all other information contained in this solicitation. All deviations shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any response based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the respondent assures the District of their full compliance with the Scope of Work, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and any other information contained in this solicitation.

List deviations below (attach additional sheets, if needed):

We comply to the best extent of my knowledge.

Apptegy Inc

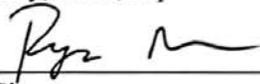
Company Name

425 W Capitol Ave, Suite 800

Address

Little Rock, AR, 72201

City, State, Zip



Signature

ryan.morrow@apptegy.com

Email

501-680-5757

Phone # Fax#

System Feature Form

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
-------------------------	-----	----	--------------------------------------	---

WEBSITE FEATURES				
Branding				
Common Structure (school pages follow same layout as district landing page)	✓		Included	Page 50
School color schemes	✓		Included	Page 50
School Organization logos	✓		Included	Page 50
Individual Navigation				
Listing of Schools	✓		Included	Page 50
One Click from district landing page to a school's site	✓		Included	Page 50
Common navigation throughout pages and site map	✓		Included	Page 50
Identifiable icons for links	✓		Included	Page 50
Comprehensive menu	✓		Included	Page 50
Live Feed				
Update homepage (i.e. social media feed)	✓		Included	Page 50
Native on your website (no third party iframe)	✓		Included	Page 50
Updates shall be allowed from district, school or staff	✓		Included	Page 50
Dated, chronological posts with images	✓		Included	Page 50
News				
District news able to be displayed in long-form content (list/carousel format)	✓		Included	Page 52
Content on home page able to include pictures, text, date, embedded video, hyperlinks	✓		Included	Page 52
Editable with WYSIWYG editor	✓		Included	Page 52
Events				
Title with a bold headline	✓		Included	Page 52
Text description (able to encapsle)	✓		Included	Page 52
Linked to website calendar	✓		Included	Page 52
Athletics Schedules, Lunch Menus				
Athletic and Lunch Calendar	✓		Included	Page 52
Lunch calendar and ability to filter by week or all month	✓		Included	Page 52
Summary of stories text enabled	✓		Included	Page 52
Athletic Live scores	✓		Included	Page 52
Staff Directory				
Pictures	✓		Included	Page 52
Text – for the ability to create profile information, such as phone number, job title, etc.	✓		Included	Page 52

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
Documents				
Able to merge with Google	✓		Included	Page 52
Folders for easy navigation	✓		Included	Page 52
Ability to download files	✓		Included	Page 52
Other				
Access to static pages	✓		Included	Page 53
Links to external sites (text embedded videos, images hyperlinks)	✓		Included	Page 53
Ability to download files	✓		Included	Page 53
Bus Routes	✓		Included	Page 53
Marketing pages/landing pages	✓		Included	Page 53
Individual Teacher Pages				
Able to see classroom activity stream	✓		Included	Page 53
Announcements	✓		Included	Page 53
Assignments	✓		Included	Page 53
Class documents/forms	✓		Included	Page 53
Formatting				
Automatic formatting common with landing page	✓		Included	Page 53
Dynamic search capability	✓		Included	Page 53
Search features	✓		Included	Page 53
User Friendly System with ability to search system without reloading and list results in orderly manner	✓		Included	Page 53
Language support				
Ability to translate websites	✓		Included	Page 54
Accessibility/ADA compliance				
Color	✓		Included	Page 54
Visual	✓		Included	Page 54
Motor	✓		Included	Page 54
Code	✓		Included	Page 54
Search Engine Optimization				
Accessibility and responsiveness(functions on any screen size, with any device)	✓		Included	Page 54
Page loading time	✓		Included	Page 54
HTML Structure	✓		Included	Page 54
Compatible with iOS and Android operating systems	✓		Included	Page 54
Push notifications	✓		Included	Page 54

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
Analytics-site should index with Analytics programs from major search engines and have search engine compatible urls	✓		Included	Page 54
Compatible Content - ability to have like embedded videos, images, and other multi-media content	✓		Included	Page 55
MOBILE APP				
Integration with other apps/websites designed with Android and IOS	✓		Included	Page 55
Customizable preferences	✓		Included	Page 55
Push Notifications-Mobile App should allow user to receive notifications based on their preference	✓		Included	Page 55
Interconnectivity between website, mobile app, and mass notification system	✓		Included	Page 55
Cross posting	✓		Included	Page 57
Custom branding ability to select design and colors for each campus	✓		Included	Page 57
School specific and global posting ability to show district and campus news	✓		Included	Page 57
Events - User can sync their mobile device with the district or campus calendar	✓		Included	Page 57
Athletic-calendar to include but not limited to the same features listed on 10.1.6.	✓		Included	Page 57
Staff Directory - to include but not limited to the same features listed in 10.1.7.	✓		Included	Page 58
Documents - to include but not limited to the same features listed in 10.1.8.	✓		Included	Page 58
Lunch Menu- to include but not limited to the same features listed in 10.1.6.	✓		Included	Page 58
Custom Content - to include but not limited to the same features listed in 10.1.9.5	✓		Included	Page 58
Third Party App Integration - to include but not limited to third party apps for Bus Routes, Meals, and Athletics.	✓		Included	Page 58
Preferences - user to include but not limited to customizing the user experience to better suite their personal needs	✓		Included	Page 59
Language support – to include but not limited to the same features listed in 10.1.12	✓		Included	Page 59
Gallery	✓		Included	Page 59

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
Page Editor - to include but not limited to video, images, galleries and custom layouts and inline frames	✓		Included	Page 59
Restrictions/Storage/size and ratio adjustments	✓		Included	Page 59
There shall be no storage Limits in Content Management Systems (CMS)	✓		Included	Page 59
Users should be able to upload files no larger than10 MB onto the system	✓		Included	Page 61
Embed videos from video hosting platform	✓		Included	Page 61
Embedding via code/iFrame- Option to add content via an HTML editor	✓		Included	Page 61
Customizable Forms are customizable for optional and mandatory responses	✓		Included	Page 61
Custom App Pages Forms	✓		Included	Page 61
User permissions customizable access per location/user	✓		Included	Page 61
Customizable approval workflow for posting	✓		Included	Page 61
Ability to schedule posts (add/delete)	✓		Included	Page 61
Pinning capabilities	✓		Included	Page 61
Single Sign On (SSO)	✓		Included	Page 61
ALERT AND NOTIFICATION SYSTEM (Mass Communication System)				
SIS Integration shall include the following:				
sFTP - Secure File Transfer Protocol	✓		Included	Page 63
API - Application Programming Interface	✓		Included	Page 63
Ability to send calls, text messages and email notifications	✓		Included	Page 63
Data contact list building, merging lists	✓		Included	Page 63
Ability to send recurring alerts	✓		Included	Page 63
Shall provide reports	✓		Included	Page 63
TECHNICAL SUPPORT				
Hosting Web Based to include the following:				
Backup minimum of 60 days	✓		Included	Page 65
FERPA , COPPA, HIPPA Compliant	✓		Included	Page 65
Personally Identifiable Information	✓		Included	Page 65
Industry Standard Encryption and security Methods	✓		Included	Page 65
Browser shall be supported by Chrome, Firefox, Internet Explorer, Microsoft Edge, and /or Safari	✓		Included	Page 65
SSL Certificates Provided	✓		Included	Page 65
File Storage Capacity to include the following:				

SECTION J
SYSTEM FEATURES FORM

SCOPE OF WORK- Proposed System shall include websites messaging system and mobile application to include but not limited to the following specifications/features.

Please indicate the features your system is able to provide.

Description of Features	YES	NO	Add-on or included in proposed cost?	Briefly Describe features function or indicate page where found in proposal
Unlimited hard storage	✓		Included	Page 65
Minimum of 500 MB of soft individual file	✓		Included	Page 65
Minimums of 10 MB – Images uploaded	✓		Included	Page 65
IMPLEMENTATION/TRAINING				
Design	✓		Included	Page 67
Content Migration Provided	✓		Included	Page 67
Documents	✓		Included	Page 67
Training - If providing onsite training the insurances listed on attached draft contract Section 2 "Insurance Coverage" will be required	✓		Included	Page 67
Customer Representative Appointed	✓		Included	Page 67
Customer Support shall include Live Chat, phone and e-mail	✓		Included	Page 67
Automatic updates	✓		Included	Page 67

10.1 Website Features

- **10.1.1 Branding shall include but not limited to the following:**

- 10.1.1.1 Common structure (school pages follow same layout as district landing page)**

All school homepages will follow the same layout as the district homepage, including and not limited to: menu structure, logo placement, and components of the home page.

- 10.1.1.2 School color schemes**

Each school has its own voice to contribute to your overall brand, that's why each school page can have its own color scheme.

- 10.1.1.3 School/organization logos**

Branding like the logos can be different for each school.

- **10.1.2 Individual navigation shall include but not limited to the following:**

- 10.1.2.1 Listing of Schools**

Under the main header on the homepage you can click a button (e.g. "Schools", or "Campuses") for a listing of all the district's schools to appear.

- 10.1.2.2 One Click from district landing page to a school's site**

From the menu above, one more click will send you directly to the selected school's website.

- 10.1.2.3 Common navigation throughout pages and site map**

Each school site offers the same thoughtful navigation: quickly identifiable icons for links parents need regularly (e.g. Staff, Documents, Lunch Menus, etc.), and a comprehensive menu of all additional content pages.

- 10.1.2.4 Identifiable icons for links**

Icons are used for many different links. Examples include: Live Feed, Staff, News, Events, Dining, Documents, Teacher Pages, Twitter, Facebook, Instagram, YouTube, etc.

- 10.1.2.5 Comprehensive menu**

The menu can include several levels of headers, external links, and links to internal pages. As such, you can build a detailed, comprehensive menu for each site.

- **10.1.3 Live Feed (Social Media Integration) shall include but not limited to the following:**

- 10.1.3.1 Update homepage (i.e. social media feed)**

The Live Feed is a part of each homepage (i.e. of the district homepage and each school's homepage). It is updated via our Thrillshare platform: The Live Feed is the hub for school leaders, allowing administrators, teachers, or even students to post with permissions to the channels each campus is using to share stories and important information. Very easy to use and post, so that even users who are not the most technologically savvy can post a story in less than a few minutes. These are typically shorter form posts like something you would share on social media.

- 10.1.3.2 Native on your website (no third party iframe)**

The Live Feed is natively hosted on the website, not through a third-party iframe.

- 10.1.3.3 Updates shall be allowed from district, school or staff**

Through roles and permissions on the backend, updates to the website can be allowed from the district, school, and/or staff.

- 10.1.3.4 Dated, chronological posts with images**

Your updates to the Live Feed will appear in chronological order with a time stamp showing how recent the post is and can include up to 4 images.

Your Website

Design

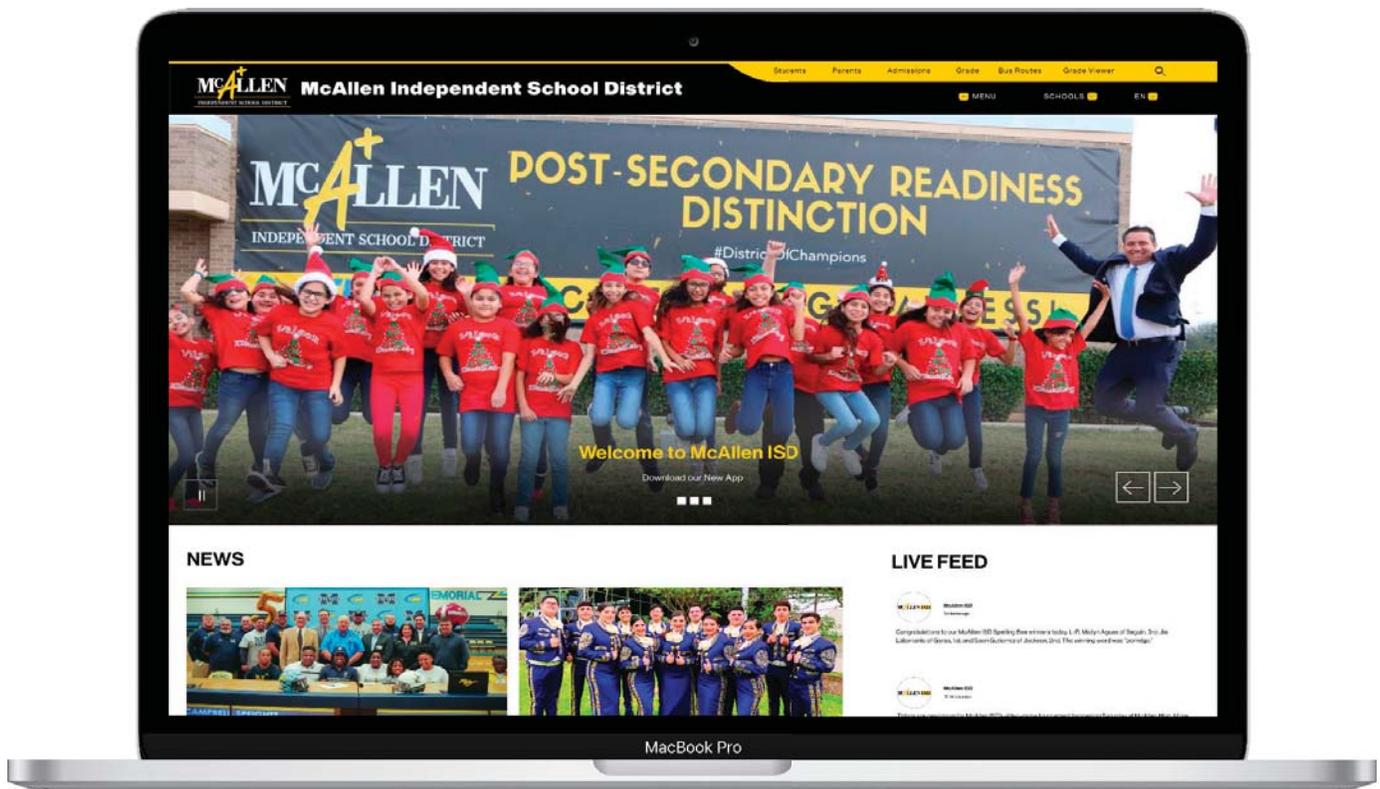
We will work with you to understand, define, and enhance the McAllen ISD brand. All websites will follow common branding in order to build a comprehensive, overarching district brand. Within your common branding, each school website can be customized, for example using the school's specific colors, logos, etc. On top of that, each individual page can be designed to suit its function. For an example, check out <https://www.sdale.org/>.

Hosting

We host all of our services, including your website, through Amazon Web Services, leveraging their network and data centers to scale and provide rapid access to all of our services. This is the biggest cloud hosting provider in the world and the same provider that hosts all of Netflix's content.

Re-Design

We want your website to stay fresh and never grow stale which is why we include a free re-design each year of our partnership.



- **10.1.4 News shall include but not limited to the following:**

- **10.1.4.1 District news able to be displayed in long-form content (list/carousel format)**

- Some stories warrant more than a picture and a caption, that's why we include the News section to effectively share your long-form content in a list/carousel format.

- **10.1.4.2 Content on home page able to include pictures, text, date, embedded video, hyperlinks**

- The news on the home page are shown as a thumbnail (preview image), headline, and excerpt. Once you click into a news story, it can feature embedded video, hyperlinks, etc. You can also embed video on the home page, and in other places.

- **10.1.4.3 Editable with WYSIWYG editor**

- The news editor is a simple WYSIWYG (What You See Is What You Get) editor just like Google Docs.

- **10.1.5 Events shall include but not limited to the following:**

- **10.1.5.1 Title with a bold headline**

- Each event features a title with a bold headline.

- **10.1.5.2 Text description (able to encapsle)**

- Underneath the event headline you can include details such as date, time, events and a brief description of the event. Event details can be expanded or hidden.

- **10.1.5.3 Linked to website calendar**

- The events are your website calendar. They can also be linked to a Google or Microsoft calendar.

- **10.1.6 Athletics Schedules, Lunch Menu shall include but not limited to the following:**

- **10.1.6.1 Athletic and Lunch Calendar**

- Your website will have a dedicated athletic calendar and a separate, dedicated lunch menu, organized by date. Each school can have their own respective calendars.

- **10.1.6.2 Lunch calendar and ability to filter by week or all month**

- On the Lunch calendar you can filter by "This Week", "Next Week" or "All".

- **10.1.6.3 Summary of stories text enabled**

- There will be a brief excerpt/summary of News Stories visible on the home page, and in the news archive.

- **10.1.6.4 Athletic Live scores**

- See how the season progresses with updated scores (which can be changed from your smartphone in real time). Scoring types are:

- Tournament: Add multiple score lines (e.g. Tennis, golf, track)

- 1vs1: Create a single-outcome event (e.g. Basketball, Football)

- 1vs1: Create an event with multiple outcomes (e.g. Baseball double-headers, volleyball games)

- **10.1.7 Staff Directory shall include but not limited to the following:**

- **10.1.7.1 Pictures**

- Your teachers are often the faces of your district. The Staff Directory includes pictures to place along with their contact information so you can show off those faces to your community.

- **10.1.7.2 Text – for the ability to create profile information, such as phone number, job title, etc.**

- In addition to a face with a name, your community needs a way to get in touch with your team members. You can put them in contact by sharing information such as their phone number, job title, staff member webpage, department, etc. next to their picture.

- **10.1.8 Documents shall include but not limited to the following:**

- **10.1.8.1 Able to merge with Google**

- You have two options for document storage: You can either point visitors to a Google Drive directory or you can upload your documents to Thrillshare and host them on your website. You can also have certain folders on Thrillshare and other folders on Google.

- **10.1.8.2 Folders for easy navigation**

- You can organize and sort your documents for your community with folders for easy navigation.

- **10.1.8.3 Ability to download files**

- 134 Your community will have the ability to download files from your website.

- **10.1.9 Others shall include but not limited to the following:**

- 10.1.9.1 Access to static pages**

- Your community can access your static pages by clicking the “Menu” icon and selecting the page they want to access.

- 10.1.9.2 Links to external sites (text embedded videos, images hyperlinks)**

- You can link to external sites in a variety of ways, like in the menu, or hyperlinking text on a page. You can also embed videos, hyperlink images, etc.

- 10.1.9.3 Ability to download files**

- Your community will have the ability to download files from the document section of your website.

- 10.1.9.4 Bus Routes**

- You can share bus routes and busing information on your website.

- 10.1.9.5 Marketing pages/landing pages**

- You can design a marketing page and/or landing page for your community as a standalone platform to drive your community to. In the CMS, you're able to create short URLs for specific pages, so that you can, for example, easily create the landing page mcallenisd.org/enroll. You can create pages that are not linked in the menu and only accessible via the correct URL.

- **10.1.10 Individual Teacher Pages shall include but not limited to the following:**

- 10.1.10.1 Able to see classroom activity stream**

- Teacher pages are organized by teacher, and each teacher can create a page for each class they teach. Each class will have an activity stream where parents can see a feed of announcements, assignments, and class documents/forms.

- 10.1.10.2 Announcements**

- Each class will have an activity stream where parents can see a feed of announcements, assignments, and class documents/forms.

- 10.1.10.3 Assignments**

- Each class will have an activity stream where parents can see a feed of announcements, assignments, and class documents/forms.

- 10.1.10.4 Class documents/forms**

- Each class will have an activity stream where parents can see a feed of announcements, assignments, and class documents/forms.

- **10.1.11 Formatting shall include but not limited to the following:**

- 10.1.11.1 Automatic formatting common with landing page**

- All pages follow common formatting guidelines that align with your homepage and respective landing pages. For example: font, font size, heading styles, etc.

- 10.1.11.2 Dynamic search capability**

- Most website searches deliver unreliable results that rely on an exact match and remove users from the branded website (typically, they use Google's search). To ensure that parents can always find what they need, Apptegy uses a proprietary search function that creates a dynamic and fluid search experiences for visitors.

- Instead of requiring repeated reloading, the dynamic search delivers results from the entire site as you type. The search goes through all menus and web pages across the district, including menus and webpages from different schools. Search results return the page or link title and a snippet of text that contains the search text so you can see if the desired result is displayed before selecting the page or link.

- 10.1.11.3 Search features**

- Please see 10.1.11.2

- 10.1.11.4 User Friendly System with ability to search system without reloading and list results in orderly manner**

- With our dynamic search capability, results are automatically populating the page, listing them in an orderly manner without reloading the page.

- **10.1.12 Language support shall include but not limited to the following:**

10.1.12.1 Ability to translate websites

Apptegy uses the Google Translate API. Google Translate API is a powerful cloud-based translation service that dynamically translates text into hundreds of languages. Google Translate API differs from the more familiar Google Translate by providing a substantially higher quality translation and retains formatting and styling.

- **10.1.13 Accessibility/ADA compliance shall include but not limited to the following:**

10.1.13.1 Color

All colors are tested to verify that they maintain a contrast ratio of at least 4.5:1. This meets WCAG 2.0 AA standards.

10.1.13.2 Visual

All instances where images are automatically added from Thrillshare features are accompanied with automatically-generated alt tags so that screen-readers can interpret images. Any areas where users can add images are accompanied with the requirement for users to enter their own description. This ensures that all images have a text-based alternative.

10.1.13.3 Motor

The website can be navigated in a logical order using the tab key. A "Skip to Main Content" option is available for easier keyboard navigation.

10.1.13.4 Code

Web elements are accompanied by ARIA labels to identify the element's purpose to screen-reader users. Websites are run through wave.webaim.org to verify that zero compliance errors exist.

- **10.1.14 Search Engine Optimization shall include but not limited to the following:**

10.1.14.1 Accessibility and responsiveness(functions on any screen size, with any device

We make sure your website looks good and functions on any screen size and with any device. It's a simple yet important requirement since Google only wants to serve up results that work perfectly for the end user.

10.1.14.2 Page loading time

Just like above, the goal is to offer a great user experience. Especially with 60-80% of all internet traffic generated from mobile, page load time is key for a good rankin and is why we make sure our pages load in a prompt manner..

10.1.14.3 HTML Structure

This is the most traditional component and it's asking: Does the structure of a given page make sense? To achieve this, all you have to do is make use of the various heading styles when updating a page. Everything else happens automatically in the background.

10.1.14.4 Compatible with iOS and Android operating systems

Yes. We strive to build user friendly and beautiful websites. We adhere to modern design practices like responsive design (for a good user experience on desktop and mobile devices alike) and fast load times, and are compatible with iOS and Android operating systems.

10.1.14.5 Push notifications

Notifications are currency in the economy of attention; send a push notification to your families to direct their attention to updates and moments you'd like to underscore. It's less intrusive than a text message and stands out from the noise. Push notifications are delivered through your custom-branded app for iOS and Android.

10.1.14.6 Analytics-site should index with Analytics programs from major search engines and have search engine compatible urls

Our websites are compatible with any search engine and analytics program. Our URLs follow a common structure to be easily interpretable by search engines.

- **10.1.15 Compatible Content - ability to have content such as embedded videos, images, and other multi-media content.**

The CMS allows you to embed external content like videos, images, and any other multimedia content. All you need is the embed code.

10.2 Mobile App

- **10.2.1 Integration with other apps/websites designed with Android and IOS**

A mobile strategy hinges on creating a single source of truth for the district. An app allows your parents to only have to go to one place to get all of the information, updates, and the stories they would want to see. To achieve this, we have created ways for districts to integrate their app with other providers, so that the parents literally only have to go to one place for everything they need as it relates to the district.

- You can embed websites into the app.
- You can embed portals for gradebooks, online stores, lunch payment portals, etc. so that parents only have one place they need to go on mobile.
- You can also point users to other Android and iOS apps from within your app. By the nature of how apps work, this requires users to leave your app and therefore is less desirable.

- **10.2.2 Customizable preferences**

The key to a good mobile strategy is focusing on the user experience. That is why the end user has the ability to control the notifications they receive and what they see when they open the app.

- From the settings selection from the menu on the app they can turn push notifications on or off.
- Parents can also select which push notifications groups they subscribe to. These groups are created by the district.
- Parents can also set their "Default School." This setting allows them to determine which campus is automatically selected when they open the app. If none is designated, the district is the default organization.

- **10.2.3 Push Notifications-Mobile App should allow users to receive notifications based on their preference.**

Notifications are currency in the economy of attention; send a push notification to your families to direct their attention to updates and moments you'd like to underscore. It's less intrusive than a text message and stands out from the noise. Push notifications are delivered through your custom-branded app for iOS and Android. From the settings selection from the menu on the app they can turn push notifications on or off. Parents can also select which push notifications groups they subscribe to. These groups are created by the district.

- **10.2.4 Interconnectivity between website, mobile app, and mass notification system**

Apptegy's publishing platform, Thrillshare, is fundamentally different from other systems in the way it was designed: From the ground up, the purpose of Thrillshare has been to manage district websites, a custom mobile app, social media channels, and the alerts/notification system.

Whereas most other systems were created to serve one of those areas (most commonly either the website or alert system), **Thrillshare at its inception was designed to accommodate all of your communication channels.**

Even though most vendors are now able to address several of these areas, it's apparent in the user experience that various platforms were puzzled together.

You can update all of your Facebook and Twitter pages, your website and app (natively via the Live Feed section of each), send a push notification, and send a text message and voice call—all with **one click on the same screen.**

And the best part is—you can do all this whether you're on your computer, or on your smartphone. This empowers your team to build your district's brand from anywhere, and share more positive stories wherever they are happening.

Your Mobile App

From working with over 1,200 school districts we know: Engaging your community is about so much more than developing an app, it's about developing a mobile strategy.

The essence of a mobile strategy centers on **building a great user experience on mobile**. We develop native mobile apps for iOS and Android to deliver the fastest, most reliable and responsive experience to your community members. All of your content can live natively within your app.

A great user experience helps establish your custom mobile app as the **one-stop shop for your community members** to interact and engage with information, resources, and people. Since most people interact with you on mobile, the app will naturally become the main point of interaction.

With built-in features like your lunch menu, calendar, staff directory, and scores, you will add value to your parents' daily lives and create more frequent touch points with your community.

This way, you've developed a captive audience, and can start **building your identity** through the **Live Feed section of the app**. The Live Feed features dynamic content with a similar feel to Facebook or Twitter. However, because these stories are natively hosted, you're able to maintain full control of the messaging and can reach even those community members that do not have a social media account. We will build your iOS and Android apps with a section for the District and one section for each of your 31 sites.



- **10.2.5 Cross posting**

As described in the answer above, you can post via the following channels at once:

- Facebook
- Twitter
- Live feed, which will update the app and website
- Push notification
- Text message
- Phone call voice alert

The district's social media including Facebook and Twitter, will connect with the district page. Each school can be connected to one Facebook and one Twitter page. When posting, you can choose whether to post to just one school (which would then update that school's Facebook, Twitter, website, and app section) -- or select multiple schools and/or the district. This allows you to update every single website and social media page at the same time for important announcements.

- **10.2.6 Custom branding – ability to select design and colors for each campus**

Each campus will have its own section on your app which is always just one tap away. Since each school's branding is different, you can:

- Customize each section for campus colors
- Include the campus logo with each section

- **10.2.7 School specific and global posting-ability to show district and campus news**

Users have the ability to post to the specific live feed that correlates with the post, as well as the social media sites connected with the school (e.g. Gonzalez Elementary, Travis Middle, etc).

Global posting is typically restricted to use for district administrators only. You are able to select multiple organizations and post to them all at one time. Usually used for big announcements and/or school closures.

- **10.2.8 Events - User can sync their mobile device with the district or campus calendar**

Keep your community informed in just two clicks. The Events easily keep your community up-to-date on everything going on at your district right at their fingertips.

- You can add an event to your phone's calendar with a click of a button
- Events can include route information through Google Maps / Apple Maps to give your community directions to an event with one click.
- Expand an event to read description
- Share an event through email, text, social media and more through using your smartphone's native share functionality that you're used to.
- Let your community switch calendars (e.g. from District to Elementary) then filter by category (e.g. Athletics, Band, FFA, etc.)

- **10.2.9 Athletic - calendar to include but not limited to the same features listed on 10.1.6**

When it comes to sports, these questions come up all the time: "Who won last night?" "What time is kickoff?" "Where is Salem's gym anyway?" Athletics Schedules easily keep your community up-to-date on upcoming games and scores.

- Switch calendars from organization (District, Schools)
- Games can include route information through Google Maps / Apple Maps to give your community directions to an event with one click.
- Add a game to your personal calendar
- Share a game through email, text, social media and more through using your smartphone's native share functionality that you're used to.
- Each game has a holder for scores, so your community sees how the season progresses.

- **10.2.10 Staff Directory - to include but not limited to the same features listed in 10.1.7**

Reaching a faculty member is now just one click away! The Staff Directory houses contact information for your faculty to be easily seen at a glance.

- Call a faculty member's line from the app
- Email a teacher in just one click
- Clicking on an email address will open the email app on your phone for you to immediately start writing
- Switch directories from organization (e.g. From "District" to "School") campus

- **10.2.11 Documents - to include but not limited to the same features listed in 10.1.8**

Spare your community the maze and provide them with a single place to access your files in just a couple clicks. From Board Meeting Minutes to student handbooks, you can keep everything filed and organized in the Documents (with the ease of use of Google Drive).

- Your community can navigate your documents through folders (e.g. Parent Resources, Preschool, etc.)
- Access a document from within the app
- Share a document through email, text, social media and more through using your smartphone's native share functionality that you're used to.
- Print a document from within the app

- **10.2.12 Lunch Menu - to include but not limited to the same features listed in 10.1.6**

Stay up-to-date on your child's plate! Know what's for lunch in just two clicks in the Lunch Menu.

- Just two clicks gets you to the Lunch Menu
- Click on a date to see the menu that day
- Capacity to display the menu as far out as you've planned
- Separate between Breakfast & Lunch menus in the same day

- **10.2.13 Custom Content - to include but not limited to the same features listed in 10.1.9.5**

Every district is different and will have different needs. With your apps, you have the ability to add and edit custom content on the app. From informational pages, to donate sections, to creating portals to gradebooks, you are able to customize your app to meet your specific needs.

- Custom pages are fully editable and can be formatted to fit your needs.
- Users can edit the HTML directly, format text as needed, embed video, pictures, hyperlinks etc.
- Users can create up to 4 custom pages at a time.

- **10.2.14 Third Party App Integration - to include but not limited to third party apps for Bus routes, Meals, Athletics**

A mobile strategy hinges on creating a single source of truth for the district. An app allows your parents to only have to go to one place to get all of the information, updates, and the stories they would want to see. To achieve this, we have created ways for districts to integrate their app with other providers, so that the parents literally only have to go to one place for everything they need as it relates to the district.

- You can embed websites into the app.
- You can embed portals for gradebooks, online stores, lunch payment portals, etc. so that parents only have one place they need to go on mobile.
- You can also point users to other Android and iOS apps from within your app. By the nature of how apps work, this requires users to leave your app and therefore is less desirable.

- **10.2.15 Preferences - user to include but not limited to customizing the user experience to better suit their personal needs**

The key to a good mobile strategy is focusing on the user experience. That is why the end user has the ability to control the notifications they receive and what they see when they open the app.

- From the settings selection from the menu on the app they can turn push notifications on or off.
- Parents can also select which push notifications groups they subscribe to. These groups are created by the district.
- Parents can also set their "Default School." This setting allows them to determine which campus is automatically selected when they open the app. If none is designated, the district is the default organization.

- **10.2.16 Language support – to include but not limited to the same features listed in 10.1.12**

One of the major benefits of a mobile strategy is that it allows you to reach all of your parents more equitably. With our translation feature, your app will automatically translate the content to the user's phone's language setting, without them having to find a translation button. Apptegy uses the Google Translate API. Google Translate API is a powerful cloud-based translation service that dynamically translates text into hundreds of languages. Google Translate API differs from the more familiar Google Translate by providing a substantially higher quality translation and retains formatting and styling.

Thrillshare

- **10.2.17 Gallery**

Grab your website audience's attention with pictures of your students and teachers on the website home page. The gallery within Thrillshare provides a place to house and order the photos that will be displayed.

- An easy to use repository houses the pictures and includes the ability to drag and drop photos or upload photos from the browser.
- Easy to choose the order of photos simply by dragging and dropping photos.

- **10.2.18 Page Editor - to include but not limited to video, images, galleries and custom layouts and inline frames**

The CMS is an easy-to-use drag-and-drop editor. All content added and all edits made in the CMS appear as they do on the live site. This means there is no guessing whether the content a user is adding will look good on the live site. Users do not need to know how to code in order to add content in the CMS, so even users unfamiliar with HTML can update the website. However, more experienced users will find all the features they need to build impressive website pages. These content elements include videos, images, galleries, embedded content (iFrames), and the ability to create completely custom layouts on each page.

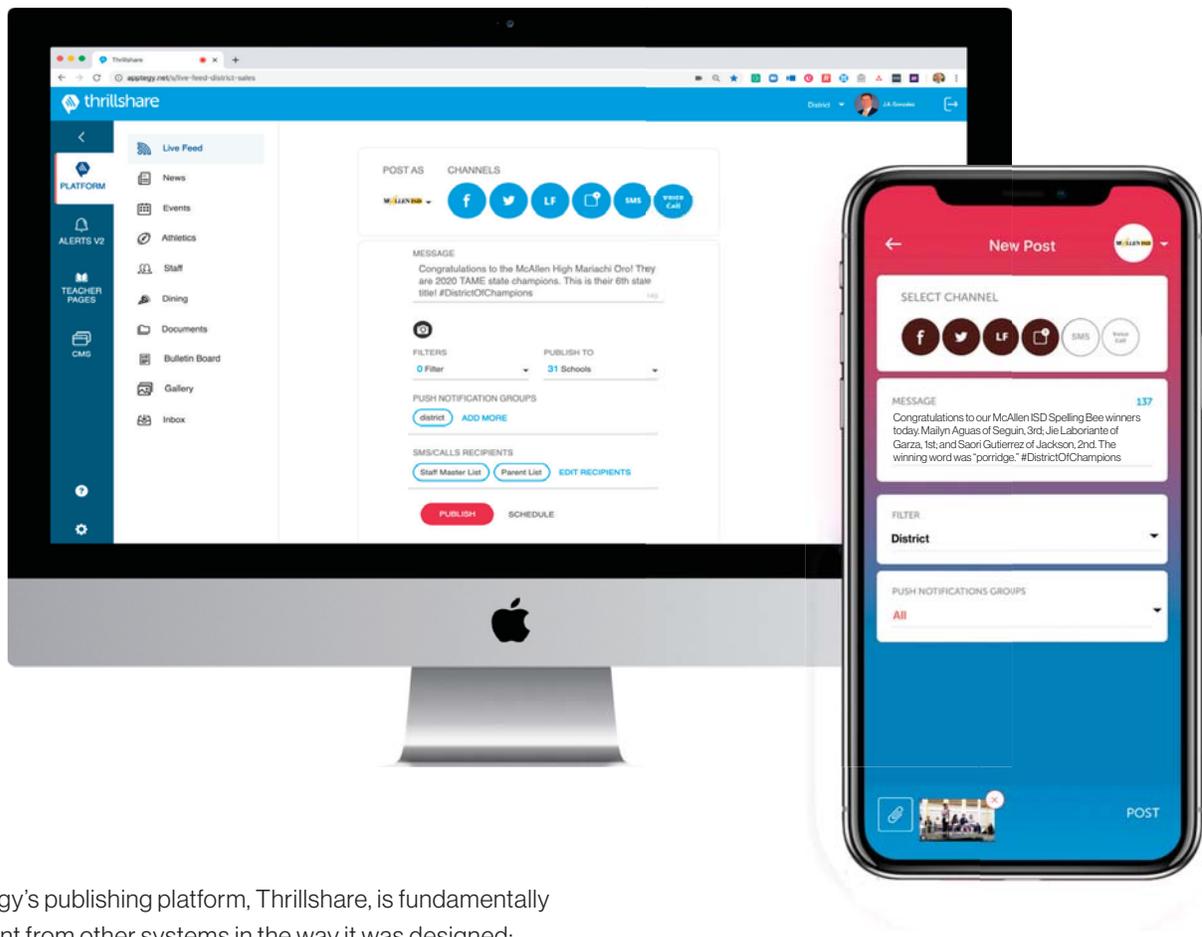
- **10.2.19 Restrictions/Storage/size and ratio adjustments**

There are no storage limits in the CMS. However, there are soft individual file limits at 10mb for images uploaded. The image size restrictions are so that pages do not take excessively long times to load which would impact the user experience and search rankings negatively.

- **10.2.20 There shall be no storage Limits in Content Management Systems (CMS)**

There are no storage limits in the CMS.

Publishing Platform



Apptegy's publishing platform, Thrillshare, is fundamentally different from other systems in the way it was designed: From the ground up, the purpose of Thrillshare has been to manage district websites, a custom mobile app, social media channels, and the alerts/notification system.

Whereas most other systems were created to serve one of those areas (most commonly either the website or alert system), **Thrillshare at its inception was designed to accommodate all of your communication channels.** Even though most vendors are now able to address several of these areas, it's apparent in the user experience that various platforms were puzzled together.

The screenshot above shows how you update all of your Facebook and Twitter pages, your website and app ("LF" which updates the Live Feed section of each), send a push notification, and send a text message and voice call—all with **one click on the same screen.**

And the best part is—you can do all this whether you're on your computer, or on your smartphone. This empowers your team to build your district's identity from anywhere, and **share more positive stories wherever they are happening.**

- **10.2.21 Users should be able to upload files no larger than 10 MB onto the system**

Image uploads are capped at 10 MB. The image size restrictions are so that pages do not take excessively long times to load which would impact the user experience and search rankings negatively.

- **10.2.22 Embed videos from video hosting platform**

The CMS allows users to embed videos from a video hosting platform (e.g. YouTube, Vimeo, Wistia, Facebook) by using the video URL or the embed code. This retains the closed captioning necessary for ADA compliance.

- **10.2.23 Embedding via code/iFrame- Option to add content via an HTML editor**

The CMS allows for the option to add content via an HTML editor. This allows a user to embed widgets like jotforms and calendars to static pages in order to retain the district's branding and without requiring parents to leave the website.

- **10.2.24 Customizable Forms are customizable for optional and mandatory responses**

The form builder allows for optional and mandatory responses.

- **10.2.25 Custom App Pages Forms**

Custom Forms in the app give your families and community a voice and access to the correct person in the office, without resorting to a comment section. Within the app, constituents are able to complete forms that address their unique needs. School leaders are able to promote appropriate and healthy 2-way communication in a very user friendly manner. Whether to report a bully, ask a question, or celebrate something great, School leaders can get the feedback they need by reaching people directly on their smartphones.

- Custom forms to collect the information a district needs.

- Forms can meet a variety of needs- "Ask a Question", "Report a Bully," "Volunteer," "Celebrations."

- Forms are only available on the app.

- When a form is completed it will be delivered to the designated recipient at the district, ensuring the correct person gets the relevant information.

- **10.2.26 User permissions customizable access per location/ user**

Permissions are managed for each individual user on a per-school (location) and per-page basis. Beyond those detailed permissions, there are also user roles:

- The highest level role allows for full access to Thrillshare. This role can change district-wide settings for users, the website, and the app as well as create and manage new Thrillshare users

- An individual with a user role can publish information in any Thrillshare sections they are given permission to with no immediate supervision.

- A moderated role requires a moderator to approve all posts in Live Feed and News before they're made public.

- **10.2.27 Customizable approval workflow for posting**

A user with a moderated role's posts on the Live Feed and News sections will be sent to a predetermined moderator for approval before the post goes live. Multiple moderated roles can have the same moderator

- Once the post is submitted, the moderator will receive an email stating there is a post pending approval.

- Moderator then has the option to approve/decline the post from within the "pending posts" tab of the Life Feed or News.

- **10.2.28 Ability to schedule posts (add/delete)**

Posts in the Live Feed and News can be scheduled out as far in advance as you would like and pushed to the selected channels at the selected date and time. Live and scheduled posts can also easily be deleted in Thrillshare.

- **10.2.29 Pinning capabilities**

Thrillshare users have the ability to "pin" a Live Feed or News story to the top of the timeline so that it does not get lost.

- **10.2.30 Single Sign On (SSO)**

Your staff will be able to use their Google or Microsoft Online credentials for Single Sign On. Users are first enabled by an administrator so that only designated people can access Thrillshare.

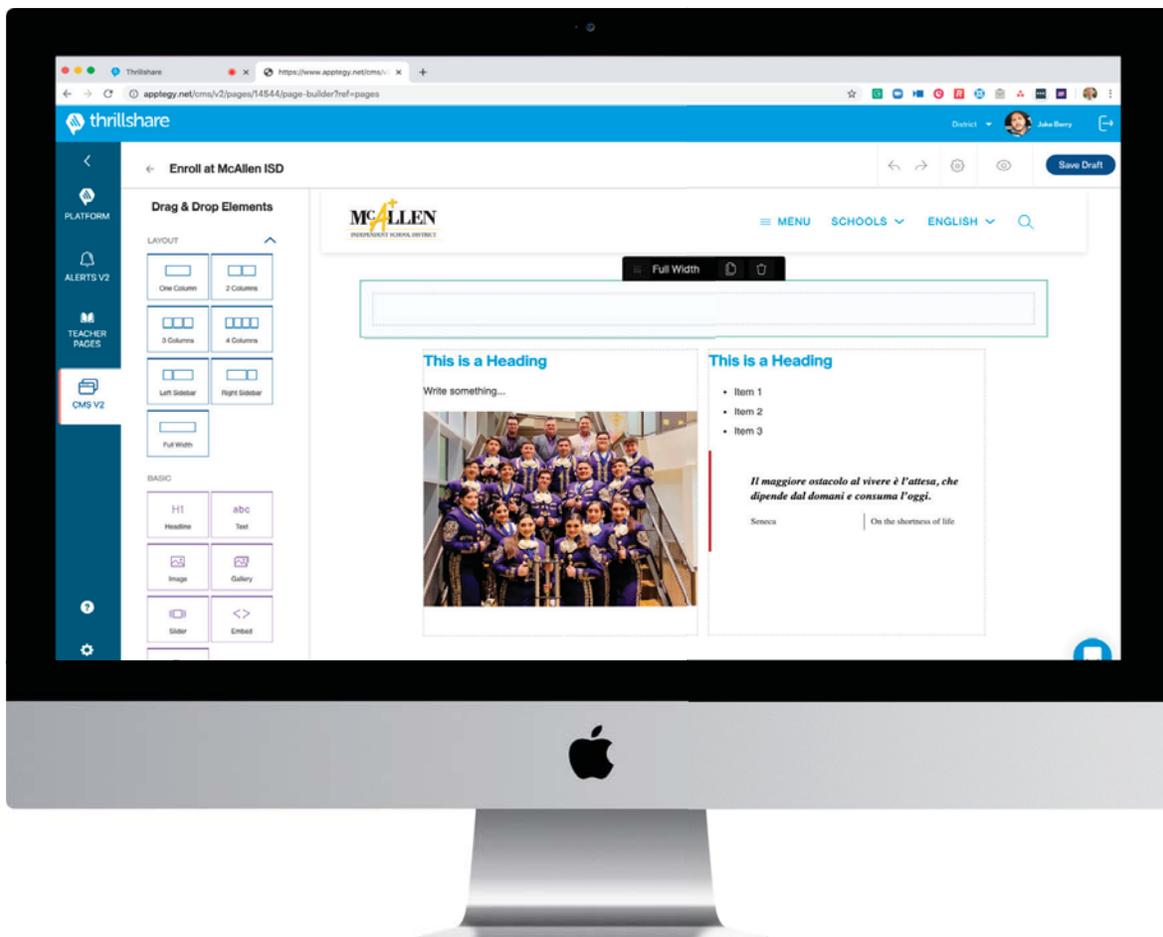
CMS

The CMS manages all of your static pages on the website. This is where you can create anything from your school board page, the technology department pages, to **custom landing pages**.

Schools used to be stuck with antiquated content management systems that require coding or web design knowledge. Not any more! You **don't need programming experience** to update pages on your website. Our CMS is a simple drag-and-drop editor that anyone can use to add headings, text, images, videos, etc.

At the same time, we know there are some pages on your website that will need to be special. Whether a marketing website or a page about a huge event, with our CMS, you can create **custom layouts** for each page and even add **custom code** within.

This way, we know you'll have the ease of use to loop in anyone, and the customizability to build unique designs.w



10.3 ALERT AND NOTIFICATION SYSTEM (Mass Communication System)

10.3.1 SIS Integration shall include the following:

- **10.3.2 sFTP - Secure File Transfer Protocol**

sFTP is the preferred method of transfer for data files. We have an sFTP landing zone where files can be transmitted to for ingest by our systems. This is the most secure method we offer.
- **10.3.3 API - Application Programming Interface**

API integrations are another option. We have integrations ready for several SIS that offer API-only integrations. This typically requires more work than just an sFTP connection.
- **10.3.4 Ability to send calls, text messages and email notifications**

Sending Calls and Text Messages

Calls and text alerts are sent from the Live Feed section of Thrillshare which allows for the user to send these notifications at the same time social media channels, app, and website are updated -- this comes in handy for school cancellations when you're alerting your audience on whatever platform they are consuming information including mobile

 - Calls and texts can be sent to one or multiple lists which have been previously created
 - User access can be limited to include/exclude access to alerts

Sending Emails

Emails are helpful when you want to include more rich content into a notification/alert.

 - Able to send emails to contact lists pulled from your SIS.
 - Email creation is done via WYSIWYG standard inline editing for stylized text, embedding of images, videos, etc.

- **10.3.5 Data contact list building, merging lists**

Data Contact List Building

Once your source data is uploaded into Thrillshare (automated sync with Skyward), you can create individual call/text lists for various purposes.

Filter these lists by column and/or logic to create the call/text list from the data list in order to target a specific audience

Able to create these lists on the fly and share them with other users

Merging Lists

Often times, relevant data is housed in separate systems. For example lunch balance data and parent contact information. In Thrillshare, you can now easily merge both data sources into a single source so you can create call lists that incorporate data from both.

- Merge 2 or more data sources by using a common unique identifier (like student ID)
- Build call lists based on new merged data with the ability to use all original data fields

- **10.3.6 Ability to send recurring alerts**

Thrillshare also allows you to send recurring calls for attendance/tardy notifications, low lunch balances, "failing class" calls, etc.

- The triggering data is received in Thrillshare via the sync with Skyward
- Calls/texts can then be scheduled out to be sent on certain days and times with new data.

- **10.3.7 Shall provide reports**

The reporting dashboard allows for easy access to see what calls/texts were received or failed. There is a per-alert summary of total calls sent/received and you can dig into each alert to see the exact phone numbers that received/failed. Schools have used these reports on an as needed basis in truancy hearings and to confirm when and how parents/guardians were notified of.

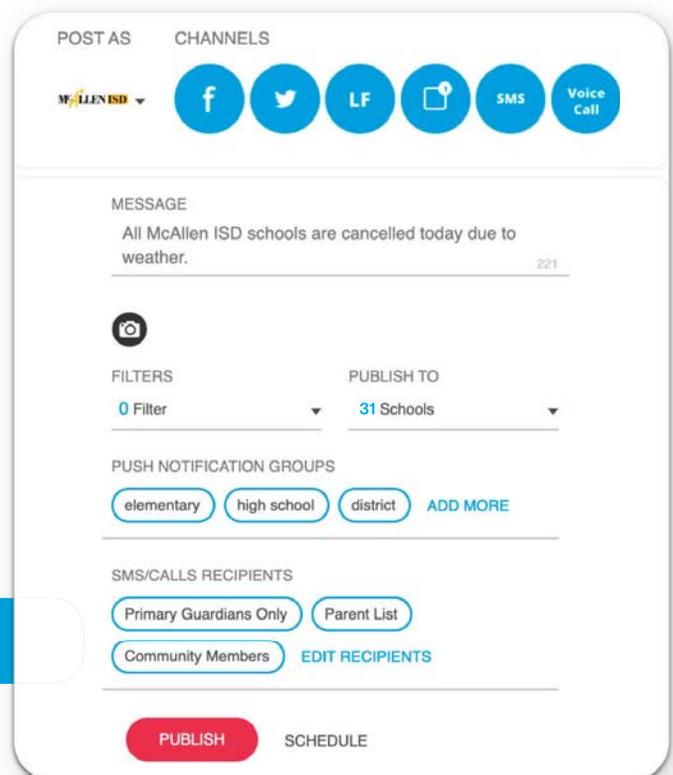
Alerts

Apptegy provides a **phone/email/text notification system** together with the website. This allows you to send a notification (e.g., school closings, early dismissals) out to your app, websites (“LF” below), Facebook, Twitter, and as a text message and phone call—all at the same time. Voice calls can be text to speech or recorded using your computer or smartphone mic.

Phone numbers and email addresses will be **synced automatically from your Student Information System (Skyward)**. Moreover, we can sync with additional platforms, like your HR/Staff/Finance system.

Thrillshare also allows you to send **recurring alerts** for various school matters (e.g., attendance calls, low lunch balance notifications, etc.). Calls and/or texts are scheduled to be sent out on certain days and times with new data from the automated sync. Finally, you can use the alert system to send emails to your contact lists.

Send all your notifications at the same time.



10.4 TECHNICAL SUPPORT

10.4.1 Hosting Web Based to include the following:

- **10.4.2 Backup minimum of 60 days**

We maintain a 7-day rolling nightly full backup of all production databases. In addition, we keep a 90-day easily accessible backup with all potentially private or PII information removed (such as phone numbers, student data, call lists, etc). After the 90-day window, we push those backups to a long term storage in which we can make the backups available within several hours.

- **10.4.3 FERPA, COPPA, HIPPA Compliant**

All of our clients have to follow FERPA, COPPA, and HIPPA laws and guidelines. We have been able to comply with all student data privacy laws and regulations in the US that are necessary to ensure that you are compliant. We will never accept health-related data and as such are HIPPA compliant.

- **10.4.4 Personally Identifiable Information**

Access to sensitive information is permission and role based, such that only users inside of the school's account that have explicitly been given access may see this information. Internally, Apptegy performs security training and retraining on privacy laws and best practices to verify that all employees with access to student information protect the confidentiality of that information. Employees only have access to student information if it is necessary to accomplish the functions of their role

- **10.4.5 Industry Standard Encryption and security Methods**

We meet or exceed industry standard security best practices that maintain the privacy and confidentiality of all data consumed by our systems.

Data type and security

While the majority of data utilized by our system is public facing, schools that utilize our Alerts and Notifications system will be required to submit data that will typically include Personally Identifiable Information (PII) for the students, faculty, and guardians involved. This information is protected using industry standard security protocols to maintain the integrity and privacy of the data. All client data is stored in data centers using industry standard preventative access methods.

Data transport

All data sent to and from Apptegy will be done in the most secure methods possible. In addition, to prevent unnecessary risks we will work with all users and clients to verify that only the most necessary information is provided and maintained by our servers. Where possible, for both ourselves and our clients, we use industry standard encryption and security methods to prevent any unauthorized access to data being sent from either party.

- **10.4.6 Browser shall be supported by Chrome, Firefox, Internet, Explorer, Microsoft Edge, and /or Safari**

We support the latest versions of Chrome, Safari, Firefox, and Microsoft Edge. In March 2015, Microsoft announced that Internet Explorer would be replaced by Microsoft Edge, and as such it will eventually quit working as web technologies continue to improve.

- **10.4.7 SSL Certificates Provided**

We provide SSL Certificates for all websites pointed to our servers

10.4.8 File Storage Capacity to include the following:

- **10.4.9 Unlimited hard storage**

There are no hard storage limits for images, documents, or content created.

- **10.4.10 Minimum of 500 mb of soft individual file**

There are no hard storage limits for images, documents, or content created at this time. However, there are some soft individual file limits: approximately 500mb for document files, and 10mb for images uploaded. This reduces excessively long times to load which would impact the user experience and search rankings negatively.

- **10.4.11 Minimums of 10 mb –Images uploaded**

There is a file limit of 10mb for images uploaded. These restrictions are in place so that website homepages do not take excessively long times to load which would impact the user experience and search rankings negatively.

Support

The entire support team is located in our headquarters in Little Rock, Arkansas and they are always available to field questions during business hours (8-5 CT). In our support interactions, our average response time is around 60 seconds. We are happy to offer our Support Lead's cell phone number for the needs that fall outside of business hours.

Our support team is always ready to answer questions in the moment. There are a number of ways of how you can reach them:

- **Chat:** The most used and effective way is to use Thrillshare's built-in chat. Any time you log in, you'll find our chat bubble in the bottom right-hand corner and you'll see who's chatting on the other end. If we can't get everything figured out on chat, we'll hop on a quick web meeting or phone call to walk through your questions.
- **Phone:** Between 8 and 5 CT, you can always reach our support team on the phone.
- **Email:** At any point in time, shoot us an email and we'll get back to you as quickly as possible—even after hours.

Service and Training

We will pair you with a dedicated Client Success Manager (CSM) to serve as your main point of contact through your relationship with us. The CSM works collaboratively with you on a variety of deliverables, from custom marketing material to aid the launch of your mobile app and website to running trainings and educating on product updates.

Trainings are free for any number of Thrillshare users, and unlimited. This means we won't charge for our initial training and we will never charge for ongoing training—even if we did one per week.

10.5 IMPLEMENTATION/TRAINING

● 10.5.1 Design

Your app and website should reflect your identity, so we will work through iterations to make sure both represent your visual brand. Every detail counts, from the color of links to the small logo that will appear on your community's browser tab. We are excited to work with you on an initial design and future revisions as our partnership continues!

● 10.5.2 Content Migration Provided

We will migrate all of your content in the implementation process. We work with you to ensure the new sites reflect the content structure you're looking for. The only elements that we don't migrate are documents and dynamic content which is typically the news section.

● 10.5.3 Documents

Typically, districts will upload their master folder of documents which takes about 5 minutes. This system will allow you to spare your community the maze and provide them with a single place to access your files in just a couple clicks. From Board Meeting Minutes to homework assignments, you can keep everything filed and organized in the Documents (with the ease of use of Google Drive). Alternatively, we can also rely on your Google Drive folders and point your visitors that way.

● 10.5.4 Training - If providing onsite training the insurances listed on attached draft contract section2 "Insurance Coverage" will be required

Initial training

The initial training is typically split in two sessions: Pre-training and the actual training. We use the pre-training to set up everything that will be used in training. For example, we will connect your district's social media pages to Thrillshare and create user accounts for anyone involved initially. This takes about 45 minutes.

The actual training is usually for a core group of 2-10 users and covers all parts of Thrillshare, so that you know how to change anything and everything on your new app and website. This takes around 90 minutes.

After this point, we set up trainings for each of your campus so we can drive maximum engagement among your team. We would love to provide initial onsite trainings for several user groups (at no cost)!

Subsequent Trainings

Trainings are unlimited and can be requested at any time, for any number of Thrillshare users. The typical format of a training is a live web meeting. We typically record trainings so we can provide them as on-demand content as well for users to revisit.

● 10.5.5 Customer Representative Appointed

Each client has a specific point person at Apptegy. That point person is your Client Success Manager (CSM) and will be responsible for any strategic meetings, ongoing trainings, informing you about feature releases and other changes, as well as working through re-designs when appropriate.

● 10.5.6 Customer Support shall include Live Chat, phone and email

Every Thrillshare user has full access to our support team. You can have as many Thrillshare users as you want. The entire support team is located in our headquarters in Little Rock, Arkansas and they are always available to field questions during business hours (8-5 CT). While your Client Success Manager is your main point of contact, the support team is always ready to answer questions in the moment.

There are a number of ways of how you can reach them:

- Live Chat: The most used and effective way is to use Thrillshare's built-in chat. Any time you log in, you'll find our chat bubble in the bottom right-hand corner and you'll see who's chatting on the other end. If we can't get everything figured out on chat, we'll hop on a quick web meeting or phone call to walk through your questions.
- Phone: Between 8 and 5 CT, you can always reach our support team on the phone.
- Email: At any point in time, shoot us an email and we'll get back to you as quickly as possible -- even after hours.

Our average response time via chat and phone is under a minute. Almost every single interaction is resolved within minutes.

● 10.5.7 Automatic updates

Thrillshare is typically updated several times a week. There are no separate "versions" of Thrillshare: all of our clients are using the same. Most of these updates are tiny changes happening in the background. What that means for you is that you never have to worry about being on an "outdated version" of Thrillshare, as is common with some web platforms.

HB 1295 Form

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Apptegy, Inc.
Little Rock, AR United States

Certificate Number:
2020-585928

Date Filed:
02/07/2020

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2020-243
Web Design and Messaging Service

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	George, Jeston	Little Rock, AR United States		X
	Five Elms Capital	Kansas City, MO United States	X	

5 Check only if there is NO Interested Party.

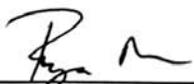
6 UNSWORN DECLARATION

My name is Ryan Morrow, and my date of birth is 9/5/85.

My address is 425 W Capital STE 800, Little Rock, AR, 72201, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Pulaski County, State of Arkansas, on the 7th day of February, 20 20.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Addendums

McAllen Independent School District is providing the following clarification(s) and/or modification(s) to the referenced project. This information is to be considered a part of the solicitation documents. Respondents are further instructed to acknowledge receipt of all addenda by affixing required signature where indicated, and submit with their Proposal response.

January 31, 2020

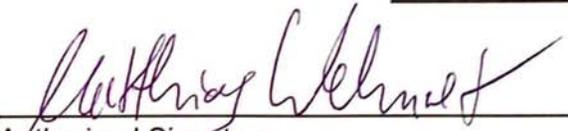
RE: ADDENDUM NO. 1

Please note the following changes for **Request for Proposal No. 2020-243 – Web Design and Messaging Services**:

1. Remove Specifications and Scope of Work (total of 5 pages) and replace with attached Specifications and Scope of Work-REVISED (total of 6 pages)
2. Remove Questionnaire (total of 2 pages) and replace with attached Questionnaire-REVISED (total of 2 pages)
3. Remove District Reference Form (total of 1 page) and replace with attached Reference Check Form-REVISED (total of 1 page)
4. Section J - System Features Form will be provided on Addendum No. 2 on Monday, February 3, 2020.

RFP Documents/Specifications may be obtained online from the **Public Purchase** website at <http://www.publicpurchase.com/>, beginning **January 29, 2020**. Vendors are responsible for viewing the webpage regularly, or prior to submitting a proposal, to ensure that no addenda or additional information have been issued for the solicitation.

Addendum #1 Acknowledged By:



Authorized Signature

Apptegy Inc

Company Name

Matthias Wehnert

Type/Print Name



ALEJANDRA GONZALEZ
Director of Purchasing Services

McAllen Independent School District is providing the following clarification(s) and/or modification(s) to the referenced project. This information is to be considered a part of the solicitation documents. Respondents are further instructed to acknowledge receipt of all addenda by affixing required signature where indicated, and submit with their Proposal response.

February 3, 2020

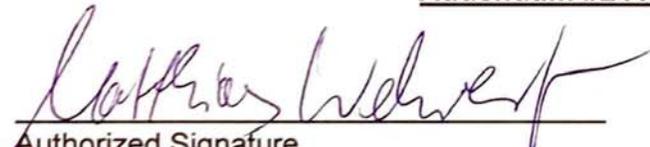
RE: ADDENDUM NO. 2

Please note the following changes for **Request for Proposal No. 2020-243 – Web Design and Messaging Services**:

The following section should be incorporated on this proposal: Section J – System Features Form. See attached.

RFP Documents/Specifications may be obtained online from the **Public Purchase** website at <http://www.publicpurchase.com/>, beginning **January 29, 2020**. **Vendors are responsible for viewing the webpage regularly, or prior to submitting a proposal, to ensure that no addenda or additional information have been issued for the solicitation.**

Addendum #2 Acknowledged By:



Authorized Signature

Apptegy Inc

Company Name

Matthias Wehnert

Type/Print Name

Exhibit "C" – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

11/20/2020

DATE (MM/DD/YYYY)

2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company, Inc.		10200
INSURER B: Hartford Underwriters Insurance Company		30104
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 1471762 APPTEGY
 425 W CAPITOL AVE STE 800
 LITTLE ROCK AR 77201

COVERAGES **CERTIFICATE NUMBER:** 16612122 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	UDC-1675540-CGL	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
B	PROPERTY	N	N	37SBAAE3XMV	11/20/2019	11/20/2020	BLANKET \$710,327

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 McALLEN INDEPENDENT SCHOOL DISTRICT IS INCLUDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT. COVERAGE EVIDENCED IS SUBJECT TO POLICY TERMS AND CONDITIONS.

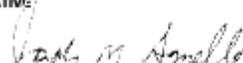
CERTIFICATE HOLDER 16612122 McALLEN INDEPENDENT SCHOOL DISTRICT 2000 N 23RD ST McALLEN TX 78501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: 
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Exhibit "D" – Contractor's Software and Services Agreement

B. SCHEDULE OF PRICING

Name	Price	QTY	Subtotal
Mobile App Development (one-time) One-time app development for iOS and Android apps For district + 29 campuses *Billed one-time	\$24,500.00	1	\$24,500.00
Early Kickoff Discount (one-time) 25% off for getting started by the end of March	-\$6,125.00	1	-\$6,125.00
Ambassador Program (one-time) Inviting us to one regional superintendents' and one school PR association meeting	-\$6,000.00	1	-\$6,000.00
3-year Agreement Discount (one-time) 20% off development	-\$2,475.00	1	-\$2,475.00
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~24300 students *Billed and payable in full annually	\$77,900.00	1	\$77,900.00
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0.00	1	\$0.00
Alerts Unlimited text, voice, and email alerts included in Thrillshare cost	\$0.00	1	\$0.00
Support, service, and training Included in Thrillshare cost	\$0.00	1	\$0.00
Static content migration Included in development cost	\$0.00	1	\$0.00

*Agreed to and accepted by: _____

C. PAYMENT SCHEDULE

Bill Date	Amount
May 2020	\$87,800
May 2021	\$77,900
May 2022	\$77,900
if renewed: May 2023	\$77,900

BY THE SIGNATURE ABOVE, the institution (“Client”) agrees that this Software and Services Agreement of Apptegy, Inc. (consisting of the foregoing Schedule of Professional Services and Schedule of Pricing, the “Agreement”) includes and is subject to the additional Terms and Conditions of Service (the “Terms”) attached to and incorporated in this Agreement.

Client acknowledges receipt of this Agreement and the Terms, and hereby accepts and agrees to be bound by this Agreement and the Terms. By signing above, the person warrants that she or he has the authority to act on behalf of and bind Client to this Agreement and the Terms.

D. TERMS AND CONDITIONS OF SERVICE

The following Terms and Conditions of Service (the “Terms”) are a binding part of the Software and Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, “Apptegy”), to which they are attached. References to the “Agreement” below collectively include the Software and Services Agreement and these Terms. Capitalized terms used but not otherwise defined in these Terms will have the meanings given to them in the Software and Services Agreement.

1. Services; License

Apptegy will provide the products and services at the prices and for the Term (collectively, the “Services”) as set out in this Agreement. During the Term, Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client’s information, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, “Client Content”) for providing and improving the Services. Upon termination or expiration of this Agreement, Client’s right and license to use the Services, and Apptegy’s right and license to Client Content, will automatically terminate.

2. Fees

Client will pay to Apptegy all fees set out in the Schedule of Pricing of this Agreement. Client acknowledges that (i) Thrillshare fees are payable in annual portions for each year of the Term as set out in the Schedule of Pricing, and (ii) all service and implementation fees are due in full upon execution of this Agreement. Upon execution of this Agreement, Apptegy will submit an initial invoice to Client for the first year of Thrillshare and for all other fees due upon execution. Client agrees to pay all invoices in full within 30 days of the date of the invoice.

Client acknowledges that the fees for the Services do not include sales and use taxes, as applicable, and Client is solely responsible for any such taxes.

3. Term; Termination

The term of this Agreement (the “Term”) will start on the date Apptegy receives an executed Agreement from Client and will terminate on the anniversary date of the Thrillshare start date that is after the number of term years purchased by client, as set out in the Schedule of Pricing. The first 60 days will consist of the implementation period, and the official Thrillshare start date will be 61 days from contract execution.

The parties agree this agreement will auto-renew for additional periods of the same duration as the initial service term, unless either party requests termination in writing at least thirty days prior to the end of the initial service term May 2023 or the then-current renewal term, as applicable. Client agrees that it may not terminate this Agreement before the expiration of the Term without cause, unless Client pays Apptegy all fees in full for the Term, as set out in the Schedule of Pricing, plus payment of any previously discounted amounts for the Services during the Term.

4. Client Restrictions and Responsibilities

Client’s Thrillshare account is solely for Client’s use. Client is exclusively responsible for all activities under its Thrillshare account and for maintaining the confidentiality of its username and password. Client agrees to notify Apptegy immediately of any unauthorized use or any other breach of security involving its account. Apptegy will not be liable for any loss incurred as a result of unauthorized use of Client’s account. Client will not, directly or indirectly, use the Services in a manner that violates any laws; infringes on anyone’s rights; is offensive; interferes with the Services; or reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code, object code, or underlying structure,

know-how, or algorithms of the Services. Client will only post Client Content for which it owns all rights or has express permission to post from the rights holder.

5. Third Party Functions

The Services include features that operate in conjunction with third party tools and resources (ex: Facebook, and Twitter). In addition to this Agreement, access and use of third party tools and resources through the Services is also subject to the terms of service and other agreements of those third parties. Client is solely responsible for ensuring that your use of those tools and resources complies with the applicable terms of service or other agreements.

6. Warranties; Disclaimers; Limited Liability

Apptegy will provide the Services according to prevailing industry standards and will use reasonable efforts to minimize errors and interruptions in the Services; however, Apptegy does not warrant that the Services will be error-free or uninterrupted. Services may temporarily be unavailable for scheduled and unscheduled maintenance, either by Apptegy or third parties, or because of other causes beyond Apptegy's reasonable control. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, APPTEGY EXPRESSLY DISCLAIMS ALL WARRANTIES CONCERNING THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL IMPLIED WARRANTIES. THE SERVICES ARE PROVIDED "AS IS." EXCEPT WHERE PROHIBITED, APPTEGY WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM THE SERVICES. IN NO EVENT WILL APPTEGY'S TOTAL LIABILITY RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT FOR THE SERVICES IN THE TERM YEAR DURING WHICH THE ACTIONS AT ISSUE OCCURRED.

7. Confidentiality

Each party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") proprietary or non-public business, technical, financial, or personal information (collectively, "Confidential Information"). The Receiving Party will protect and keep confidential all Confidential Information, and will not use Confidential Information for any reason except for performing this Agreement. Without limiting the generality of the foregoing, Client acknowledges that non-public information about the features, functionality, and performance of the Services is Confidential Information.

8. Miscellaneous

This Agreement is governed by the laws of Delaware, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts of Pulaski County, Arkansas for any dispute that relates to the Services or this Agreement. The Software and Services Agreement, together with these Terms, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. This Agreement may not be amended or modified without the prior written consent of both parties. If any provision(s) of this Agreement are held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 9, 2020

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 9, 2020

SUBMITTED BY: *Adelfino*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Adams

Description	A	B	C		D	E
	Original Budget	Revised Budget 01/31/2020	Budget Amendments Under Consideration		Revised Budget 02/29/2020	
			Programmatic or Policy Changes	Reclassifications		
Audited Fund Balance	98,070,422	98,070,422				98,070,422
Revenues:						
Local:						
Property Taxes	84,808,742	80,312,155				80,312,155
Interest Income	2,102,500	2,139,268				2,139,268
Other Local Income	2,615,517	3,041,094	6,108			3,047,202
State:	123,278,826	141,082,125				141,082,125
Federal:	19,751,253	20,310,258				20,310,258
Other Sources:	100,000	5,873,624	5,772			5,879,396
Total Revenues	232,656,838	252,758,524	11,880	0		252,770,404
Expenditures:						
11 Instruction	120,514,694	138,948,807	4,260	(863,686)		138,089,381
12 Inst. Res. & Media Services	3,568,381	3,666,393		(243)		3,666,150
13 Curriculum Dev. & Inst. Staff Dev.	3,906,605	4,590,474		251,610		4,842,084
21 Inst. Leadership	2,842,038	3,262,502		(145,820)		3,116,682
23 School Leadership	13,030,011	13,513,529		71,923		13,585,452
31 Guid., Counseling & Eval. Ser.	9,657,691	10,380,248		(9,888)		10,370,360
32 Social Work Services	1,438,034	1,864,519		(110,867)		1,753,652
33 Health Services	3,037,360	3,108,464		(328)		3,108,136
34 Student (Pupil) Trans.	3,500,530	5,105,539		145,700		5,251,239
35 Food Services	16,917,322	18,041,735				18,041,735
36 Curricular/Extracurricular Act.	10,072,523	10,088,347	4,350	147,024		10,239,721
41 General Administration	7,458,868	8,011,046	3,270	64,827		8,079,143
51 Plant Maint. & Operations	19,692,531	21,501,270		(37,831)		21,463,439
52 Security and Monitoring Serv.	4,142,545	5,121,967		376		5,122,343
53 Data Processing Services	3,391,712	5,970,402		(48,576)		5,921,826
61 Community Services	40,117	42,729		400		43,129
71 Debt Service	2,244,764	5,094,764		100		5,094,864
81 Fac. Acquisition & Const.	25,000	7,429,375		(15,659)		7,413,716
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000				40,000
99 Other Intergovernmental Charges	839,000	857,439				857,439
Other Uses	6,297,112	3,086,532		550,938		3,637,470
Total Expenditures	232,656,838	269,726,081	11,880	0		269,737,961
Preliminary Ending Fund Balance	98,070,422	81,102,865	0	0		81,102,865

GENERAL FUND
Programmatic or Policy Changes

REVENUES:

Local			
Other Local Income	- Chromebooks Supplies Replacement Fees for Fund 199 General Fund	\$ 640	
	- Instrument Maintenance Fees for Fund 184 Fine Arts	280	
	- Contribution of \$1 from Students to Attend the Valley Symphony Orchestra for Fund 184 Fine Arts	1,638	
	- Donation from Gonzalez Elementary PTO for Valley Symphony Orchestra Tickets for Gonzalez Elementary Students for Fund 184 Fine Arts	280	
	- Video Sales for Fund 199 General Fund	270	
	- School Scholastic Network Sponsorship for Fund 195 Advertising	<u>3,000</u>	6,108
Other Sources	- Transfer to Fund 199 General Fund from Fund 713 Safe Secure for End of Year Medals and Trophies, Chess Lessons and Copy Paper at Sanchez Elementary	<u>\$ 5,772</u>	5,772
	Grand Total	<u>\$ 11,880</u>	

EXPENDITURES:

Function 11	- Increase to Supplies for Chromebooks for Fund 199 General Fund	\$ 640	
	- Increase to Contracted Maintenance and Repairs for Instruments for Fund 184 Fine Arts	280	
	- Increase for End of Year Medals, Trophies and Copy Paper at Sanchez Elementary	<u>3,340</u>	4,260
Function 36	- Increase to Student Travel for Fund 184 Fine Arts to Attend the Valley Symphony Orchestra	\$ 1,638	
	- Increase to Student Travel from Gonzalez Elementary PTO Donation for Fund 184 Fine Arts	280	
	- Increase for After School Chess Lessons at Sanchez Elementary	<u>2,432</u>	4,350
Function 41	- Video Supplies for Fund 199 General Fund	\$ 270	
	- Increase to Miscellaneous Operating Cost for Fund 195 Advertising	<u>3,000</u>	3,270
	Grand Total	<u>\$ 11,880</u>	

Description	A	B	Budget Amendments Under Consideration		D
	Original Budget	Revised Budget 01/31/2020	Programmatic or Policy Changes	Reclassifications	Revised Budget 02/29/2020
Audited Fund Balance	0	0			0
Revenues:					
Local Interest Income					
Other Sources		31,526,532	765,350		32,291,882
Total Revenues	0	31,526,532	765,350	0	32,291,882
Expenditures:					
51 Plant Maint. & Operations		936,000			936,000
71 Debt Service			261,260		261,260
81 Fac. Acquisition & Const.		30,590,532	504,090		31,094,622
Total Expenditures	0	30,590,532	765,350	0	32,291,882
Preliminary Ending Fund Balance	0	936,000	0	0	0

CAPITAL PROJECTS FUND
Programmatic or Policy Changes

REVENUES:

Other Sources

	\$ 265,350	
- Increase to Loan Proceeds for Fund 620 Maintenance Tax Note 2020	500,000	
- Increase to Operating Transfers In from Fund 199 General Fund to Fund 698 MISD Capital Projects for Culinary Arts Learning Center	<u>500,000</u>	765,350
Grand Total	\$ <u>765,350</u>	

EXPENDITURES:

		\$ 261,260	
Function 71	- Increase to Other Debt Service Fees for Fund 620 Maintenance Tax Note 2020	<u>261,260</u>	261,260
Grand Total		\$ <u>765,350</u>	

		\$ 4,090	
Function 81	- Increase to Building Site Improvements for Fund 620 Maintenance Tax Note 2020 Projects	500,000	
	- Increase to Building Site Improvements for Fund 698 MISD Capital Projects- Culinary Arts Learning Center	<u>500,000</u>	504,090
Grand Total		\$ <u>765,350</u>	

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

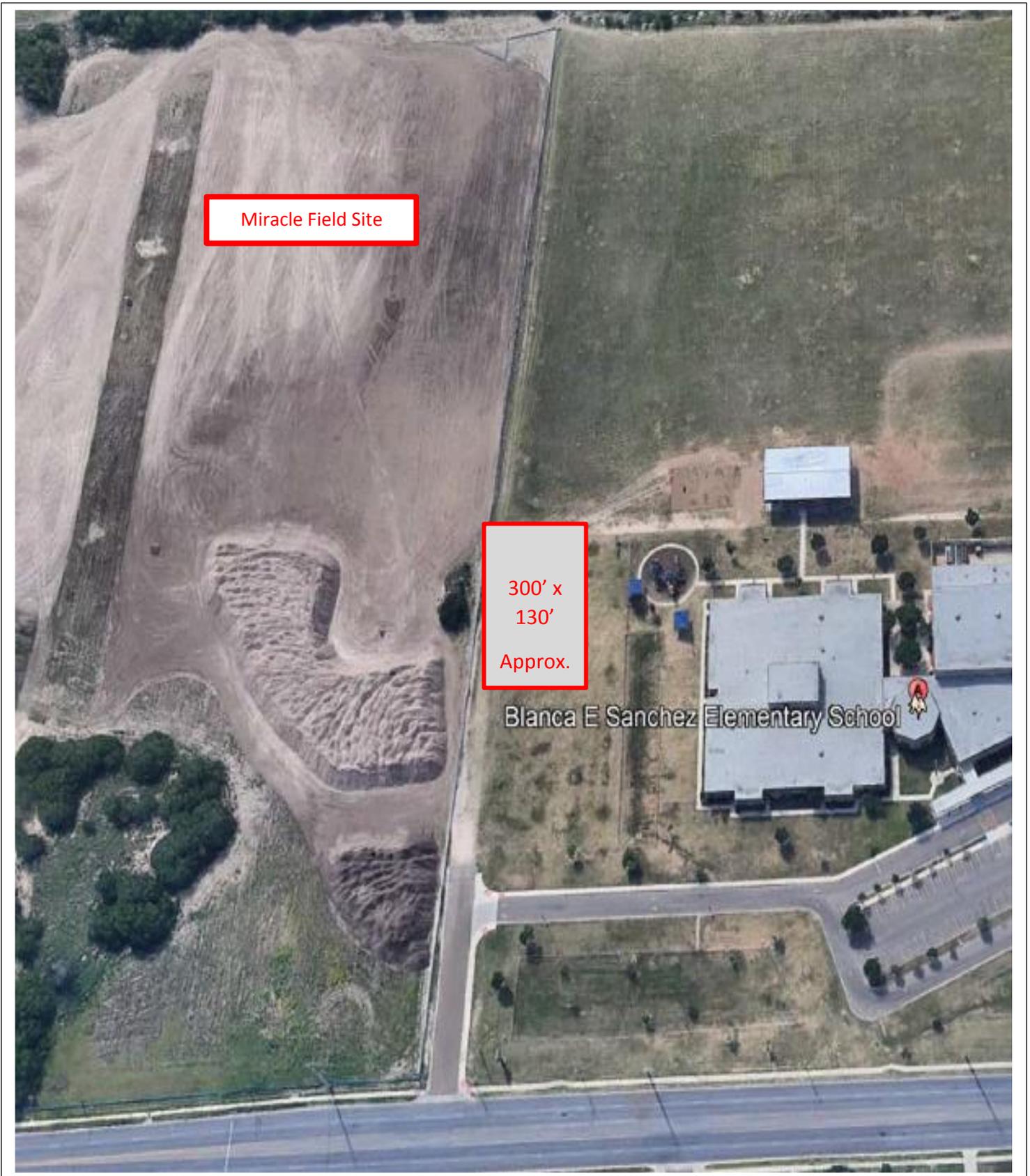
MEETING DATE: March 09, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (Mar 4, 2020)

Approved for presentation to the Board of Education:


109
Superintendent of Schools



Miracle Field Site

300' x
130'
Approx.

Blanca E Sanchez Elementary School

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 9, 2020

SUBMITTED BY: *Maribelle Elizondo*
Maribelle Elizondo (Mar 3, 2020)

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Mar 4, 2020)

Approved for presentation to the Board of Education:

J. X. O'Sullivan

174
Superintendent of Schools Mar 3, 2020



Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District

Whereas, National Cerebral Palsy Awareness Month (March 2020)

Whereas, Cerebral Palsy is a neurological condition that affects muscle function and control currently worldwide, there are approximately 17 million people living with Cerebral Palsy. It is a life-long condition to which there is no cure. The Cerebral Palsy organization was formed to ensure equal rights, accessibility and opportunities for those living with Cerebral Palsy, as well as access to resources that would improve an individual's quality of life.

Now Therefore, I, **Debbie Crane Aliseda**, Member, Board of Trustees of the McAllen Independent School District do hereby proclaim the month of March 2020 as:

“National Cerebral Palsy Awareness Month”

IN WITNESS WHERE OF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 9th day of March 2020.

Debbie Crane Aliseda, Member, Board of Trustees
McAllen Independent School District

Attest:

Conrado Alvarado, Secretary, Board of Trustees
McAllen Independent School District

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 09, 2020

SUBMITTED BY: *Adalia Del Bosque, MSN, RN, NCSN*
Adalia Del Bosque, MSN, RN, NCSN (Mar 4, 2020)

SUPERVISOR: *Arely Benavides*
Arely Benavides (Mar 4, 2020)

Approved for presentation to the Board of Education:

J. Adansky

173
Superintendent of Schools

Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District



Whereas, March 26th is Purple Day. It is a global effort dedicated to promoting epilepsy awareness in countries around the world; and it is estimated that this common neurological condition affects 50 million people worldwide including three million in the United States; and

Whereas, more than 160 students in McAllen ISD have been diagnosed with active seizures, and

Whereas, the McAllen Independent School District has designated Thursday, March 26, 2020 as “Purple Day.”

Therefore, be it resolved “Purple Day” urges everyone in McAllen ISD to wear purple on Thursday, March 26, 2020.

Now Therefore, I, Tony Forina, Member, Board of Trustees of the McAllen Independent School District do hereby proclaim Thursday, March 26, 2020 as:

“Purple Day”

I call upon all residents to support this initiative in an effort to bring awareness to increase understanding, reduce stigma and improve the quality of life for people with Epilepsy throughout the country and globally.

IN WITNESS WHERE OF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 26th day of March, 2020.

Tony Forina, Member, Board of Trustees
McAllen Independent School District

Attest:

Marco Suarez, President, Board of Trustees
McAllen Independent School District

**BOARD RECOGNITION FORM
McALLEN INDEPENDENT SCHOOL DISTRICT**

Meeting Date (Recommended): March 9, 2020

Title of Recognition:

Photographer Requested: Yes

AV needs: None

Approved for Recognition: _____



Superintendent

Mar 3, 2020

PROCEDURE FOR BOARD RECOGNITION

1. Fill out "Board Recognition Form" in its entirety at least 12 working days before the recommended date for presentation.
2. Submit completed form to Community Information Office with a cc to immediate supervisor and the Secretary to the Board of Trustees

Following the superintendent's executive team approval, confirmation of recognitions (year-at-a-glance) will be done via e-mail each week. Honorees are instructed to report to the Community Information office at 5:15 p.m. on their designated Board Meeting date.

**BOARD RECOGNITION FORM
McALLEN INDEPENDENT SCHOOL DISTRICT**

Meeting Date (Recommended): March 9, 2020

Title of Recognition:

Photographer Requested: Yes

AV needs: None

Approved for Recognition: _____



Superintendent

Mar 3, 2020

PROCEDURE FOR BOARD RECOGNITION

1. Fill out "Board Recognition Form" in its entirety at least 12 working days before the recommended date for presentation.
2. Submit completed form to Community Information Office with a cc to immediate supervisor and the Secretary to the Board of Trustees

Following the superintendent's executive team approval, confirmation of recognitions (year-at-a-glance) will be done via e-mail each week. Honorees are instructed to report to the Community Information office at 5:15 p.m. on their designated Board Meeting date.

**BOARD RECOGNITION FORM
McALLEN INDEPENDENT SCHOOL DISTRICT**

Meeting Date (Recommended): March 9, 2020

Title of Recognition:

Photographer Requested: Yes

AV needs: None

Approved for Recognition: _____



Superintendent

Mar 3, 2020

PROCEDURE FOR BOARD RECOGNITION

1. Fill out "Board Recognition Form" in its entirety at least 12 working days before the recommended date for presentation.
2. Submit completed form to Community Information Office with a cc to immediate supervisor and the Secretary to the Board of Trustees

Following the superintendent's executive team approval, confirmation of recognitions (year-at-a-glance) will be done via e-mail each week. Honorees are instructed to report to the Community Information office at 5:15 p.m. on their designated Board Meeting date.

**BOARD RECOGNITION FORM
McALLEN INDEPENDENT SCHOOL DISTRICT**

Meeting Date (Recommended): March 9, 2020

Title of Recognition: Recognition of District Elementary Science Fair Winners

Person(s) Being Recognized: Invention: 3rd place- Maximus Molina from Wilson Elementary, Project: "Reduce and Reuse Gray Water"; 2nd Place-Aaron Garza from Hendricks Elementary, Project: "Portable Intelligent Watering System"; 1st Place-David Lopez from Castaneda Elementary, Project: "Got You Covered"

3rd Grade: 3rd Place-Brianna Rodriguez from Rayburn Elementary, Project: "The Flight of the Arrows"; 2nd Place-Giovanny Llanos from Fields Elementary, Project: "Where can I find the most Bacteria"; 1st Place- Aiden Plantan from Gonzalez Elementary Project: "Biohacking DNA Testing Genetic Design";

4th Grade: 3rd Place-Teddy Peacock from Milam Elementary Project: "Doggy Doo and Parasites"; 2nd Place-Santiago Ramos from Hendricks Elementary, Project "The Case of the Bitten Apple"; 1st Place-Jacob Garza from Castaneda Elementary, Project: "To Compost or Not to Compost. That is the Question";

5th Grade: 3rd Place- Izabella Palacios from Rayburn Elementary, Project: "UV SPF Protection"; 2nd Place-Isabella Avila from Perez Elementary, Project: "Fighting Germs"; 1st Place-Max Moyle from Milam Elementary, Project: "Stupendous Swordmaking"

Grand Champion: Aiden Plantan from Gonzalez Elementary Project: "Biohacking DNA Testing Genetic Design"

Reason for Recognition: The 14th Annual District Elementary Science Fair was held at Dr. Pablo Perez Elementary on December 14, 2019.

Please note any items that will be presented: Award received.

Photographer Requested: Yes

AV needs: None

Name of Presenter: Bridgette Vieh
Phone: 956-618-6053
Email: Bridgette.vieh@mcallenisd.net

Approved for Recognition: _____



Superintendent

Feb 24, 2020

PROCEDURE FOR BOARD RECOGNITION

1. Fill out "Board Recognition Form" in its entirety at least 12 working days before the recommended date for presentation.
2. Submit completed form to Community Information Office with a cc to immediate supervisor and the Secretary to the Board of Trustees

Following the superintendent's executive team approval, confirmation of recognitions (year-at-a-glance) will be done via e-mail each week. Honorees are instructed to report to the Community Information office at 3:15 p.m. on their designated Board Meeting date.

**BOARD RECOGNITION FORM
McALLEN INDEPENDENT SCHOOL DISTRICT**

Meeting Date (Recommended): March 9, 2020

Title of Recognition: Recognition of 2020 District Spelling Bee Winners

Person(s) Being Recognized (include names & description i.e student at X High School):

District Spelling Bee Winner: Jie Laboriante, Garza Elementary School

Spelling Bee Alternates: Mailyn Aguas, Seguin Elementary School
Saori Gutierrez, Jackson Elementary School

Reason for Recognition:

It is our distinct pleasure to recognize the three finalists from our District Spelling Bee that was held on Friday, February 7, 2020. These three finalists represented McAllen ISD at the Regional Spelling Bee which was held on Saturday, March 7, 2020 at Texas State Technical College, Harlingen.

Please note any items that will be presented: None

Please note any items that will be presented: in

Photographer Requested: Yes

AV needs: None

Name of Presenter: Bridgette Vieh

Phone: 956.618.6050

eMail: bridgette.vieh@mcallenisd.net

Approved for Recognition: _____



Superintendent

Feb 24, 2020

PROCEDURE FOR BOARD RECOGNITION

1. Fill out "Board Recognition Form" in its entirety at least 12 working days before the recommended date for presentation.
2. Submit completed form to Community Information Office with a cc to immediate supervisor and the Secretary to the Board of Trustees

Following the superintendent's executive team approval, confirmation of recognitions (year-at-a-glance) will be done via e-mail each week. Honorees are instructed to report to the Community Information office at 5:15 p.m. on their designated Board Meeting date.

BOARD RECOGNITION FORM
McALLEN INDEPENDENT SCHOOL DISTRICT

Meeting Date (Recommended): March 9, 2020

Title of Recognition:

Photographer Requested: Yes

AV needs: None

Approved for Recognition: _____



Superintendent Mar 4, 2020

PROCEDURE FOR BOARD RECOGNITION

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McALLEN INDEPENDENT SCHOOL DISTRICT**

Meeting Date (Recommended): March 9, 2020

Title of Recognition:

Photographer Requested: Yes

AV needs: None

Approved for Recognition: _____



Superintendent

Mar 3, 2020

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McALLEN INDEPENDENT SCHOOL DISTRICT**

Meeting Date (Recommended): March 9, 2020

Title of Recognition:

Photographer Requested: Yes

AV needs: None

Approved for Recognition: _____



Superintendent Mar 3, 2020

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McALLEN INDEPENDENT SCHOOL DISTRICT**

Meeting Date (Recommended): March 9, 2020

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AV needs: None

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Superintendent Mar 3, 2020

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