



## Agenda of Regular Meeting

### The Board of Trustees McAllen Independent School District

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<b>VISION</b>	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.
<b>MISSION</b>	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.
<b>GOALS</b>	<ol style="list-style-type: none"><li>1. Student Achievement/Student Focus</li><li>2. People Development</li><li>3. Facility Priorities</li><li>4. Financial Priorities</li></ol>
<b>STRATEGIES</b>	<ol style="list-style-type: none"><li>1. Branding</li><li>2. Attract/Retain High Quality Staff</li><li>3. Engaging Learning Environment</li><li>4. Rigorous/World Class Standards to Customize for Every Learner</li><li>5. Partnerships with Business/Civic/Education/Organizations</li><li>6. Future Ready Students</li><li>7. Financial Priorities</li></ol>

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, January 10, 2022, beginning at 5:00 PM Texas Our Texas room/Staff Development Building, Achieve Early College High School, 1601 North 27th Street, McAllen, TX 78501.

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

1. **CALL MEETING TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, and 551.074 Texas Government Code, to discuss the following:**
  - A) Human Resources Recommendation(s) for School Year 2021-2022
  - B) Human Resources Employee Resignation(s) for School Year 2021-2022
  - C) Principal for Woodrow Wilson Elementary<sup>1</sup>

- D) Pending and/or Potential Litigation
- E) Possible Real Estate Acquisition
- 6. **RECONVENE IN OPEN SESSION**
- 7. **ACTION ON ITEM(S) IN CLOSED SESSION**
  - A) Approval of Human Resources Recommendation(s) for School Year 2021-2022 6  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - B) Human Resources Employee Resignation(s) for School Year 2021-2022 7  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - C) Approval of the Principal for Woodrow Wilson Elementary 8  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - D) Pending and/or Potential Litigation
  - E) Possible Real Estate Acquisition
- 8. **SUPERINTENDENT'S REPORT(S) - Fossum Visits his Namesake School**  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- 9. **PUBLIC HEARING FOR 2020-2021 DISTRICT TEXAS ACADEMIC PERFORMANCE REPORT (TAPR)** 9  
Item Submitted: Bridgette Vieh, Associate Superintendent Instructional Leadership  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- 10. **RECOGNITION(S)**
  - A) Recognition of McAllen Independent School District's Purchasing Department for the Texas Association of School Business Officials' 2022 Award of Merit for Purchasing Operations 21  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- 11. **PROCLAMATION(S)**
  - A) Approval of Proclamation Regarding National Law Enforcement Appreciation Day (January 9, 2022) 22  
Item Submitted: Jose Silva, McAllen Independent School District Chief of Police  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - B) Approval of Proclamation Regarding School Board Recognition Month (January 2022) 24  
Item Submitted: Jacob Berry, Director Community Information  
**Presenter:** Dr. J. A. Gonzalez, Superintendent

12. **DONATION(S)**

13. **BOARD MEMBER(S), BOARD COMMITTEE(S) AND DISTRICT REPORT(S)**

A) Board Committee Reports

1. Instructional Services Briefing - Chair - Tony Forina
2. Human Resources Briefing - Chair - Marco Suarez
3. District Operations Briefing - Chair - Daniel Vela
4. Business Operations Briefing - Chair - Debbie Crane Aliseda
5. Board Officers Briefing - Sam Saldivar, Jr.

B) District Reports

1. Report Regarding Special Education/ Regional Day School Program for the Deaf (RDSPD)/STRIDES Programs 26  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
2. Report Regarding the Monthly Financial and Investment Report for November 2021 42  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
3. Report Regarding Taxes Collected for November 2021 73  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent

14. **CONSENT AGENDA ITEMS**

- A) Approval of Request for Qualifications No. 2022-1021 Legal Services for Special Education, Section 504 of the Rehabilitation Act, and Dyslexia 75  
Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent Instructional Services  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- B) Approval of Contract No. 2022-123 Insight Public Sector, Inc. through Omnia Partners 77  
Item Submitted: Jose Silva, McAllen Independent School District Chief of Police  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- C) Approval of Consent to Assignment of Contract No. 2018-117 Arguindegui Oil Co. II, Ltd. dated January 21, 2019 by and between McAllen Independent School District and Arguindegui Oil Co. II, Ltd. to Offen Petroleum, LLC 123  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent

15. **INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS**
- A) **Instructional Services Item(s)** (Dr. Rosalba De Hoyos) **Instructional Leadership Item(s)** (Bridgette Vieh)
- B) **Human Resources Item(s)** (Todd Miller)
- C) Approval of Request for Proposal No. 2022-1017 Insurance & Employee Benefits Consulting Services 125  
Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- D) **District Operations Item(s)** (Arely Benavides)
1. Approval to List Real Property For Sale (James Bonham Elementary School) 219  
Item Submitted: Arely Benavides, Assistant Superintendent District Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- E) **Business Operations Item(s)** (Cynthia Medrano Richards)
1. Approval of the McAllen Independent School District December Budget Amendment for Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022 220  
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
- F) **Board of Trustees Item(s)**
1. Approval of Board of Education Meeting Minutes 226  
a) Regular Board Meeting December 13, 2021
16. **SCHEDULE OF FUTURE MEETINGS**
- A) Special Board Meeting - (Level III Grievance) Wednesday, January 12, 2022 - 5:30 P.M. - Dr. Ricardo Chapa Board Room/Administration Building
- B) Special Board Meeting - Monday, January 17, 2022 - 5:30 P.M. - Dr. Ricardo Chapa Board Room/Administration Building
- C) Regular Board Meeting - Monday, January 24, 2022 - 5:00 P.M. - Texas Our Texas room/Staff Development Building at Achieve Early College High School
17. **CLOSED SESSION: The Board of Trustees may reconvene in Closed Session for further discussion regarding the agenda item(s) listed.**
18. **OPEN SESSION: The Board of Trustees may reconvene into Open Session for discussion regarding the agenda item(s) listed.**
19. **ADJOURNMENT**

*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

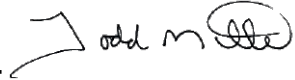
*The notice for this meeting was posted in compliance with the Texas Open Meeting Act on January 7, 2022 at 4:00 P.M.*

*Natalia Goza  
on behalf of the Board of Trustees*

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

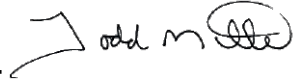
**Approved for presentation to the Board of Education:**



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**

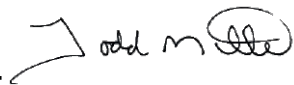


7 \_\_\_\_\_  
**Superintendent of Schools** Jan 5, 2022

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



8 \_\_\_\_\_  
**Superintendent of Schools** Jan 5, 2022

**BOARD RECOGNITION FORM**  
**McALLEN INDEPENDENT SCHOOL DISTRICT**

**Meeting Date (Recommended):** January 10, 2022

**Title of Recognition:** Recognition of McAllen Independent School District's Purchasing Department for the Texas Association of School Business Officials' 2022 Award of Merit for Purchasing Operations

Person(s) Being Recognized:  
Purchasing Services Department:  
Glorina Flores, Secretary to the Director of Purchasing Services  
Audra Leist, Purchasing Clerk  
Corina Tijerina, Purchasing Clerk  
Lisette Esparza, Purchasing Clerk  
Sandra Pulido, Buyer  
Carol Quintanilla, Senior Buyer  
Gracie Garza, Senior Buyer  
Krystal Mercado, Senior Buyer  
Liz Montes, Senior Buyer  
Liz Cabrera, Purchasing Services Coordinator  
Alejandra Gonzalez, Director of Purchasing Services

Reason for Recognition:

McAllen ISD's Purchasing Services Department has been awarded the prestigious 2022 Award of Merit for Purchasing Operations (AOM) by the Texas Association of School Business Officials (TASBO). The Award of Merit was created to recognize Texas school districts, open-enrollment charter schools, and education services centers that are committed to following professional standards in the acquisition of goods and services. Much of the AOM's evaluation emphasis is based on purchasing guidelines as identified by the Texas Education Agency (TEA) Financial Accountability System Resource Guide (FASRG) Purchasing Module and the Best Practices in Purchasing as identified by the Legislative Budget Board (LBB) during the Texas School Performance Review process.

McAllen ISD is one of only 58 Texas school districts, open-enrollment charter schools, and education service centers; and one of only four Rio Grande Valley school districts to receive this prestigious award. This is the fifth year that McAllen ISD earns this award.

Please note any items that will be presented:

**Photographer Requested:** Yes

**AV needs:**

Name of Presenter: Cynthia Richards  
Phone: 956-688-5418  
eMail: cindy.richards@mcallenisd.net

  
**Approved for Recognition:** \_\_\_\_\_  
**Superintendent**

**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.

Public Hearing  
of  
McAllen Independent School District

2020-2021

Texas Academic Performance Report  
Presented January 10, 2022



# McAllen ISD 2020-2021 Annual Report

Texas Education Code Section (TEC) § 39.306 § 39.362



## 2020-21 District Accreditation Status

FIRST Rating:

**Superior**

Status:

**Passed**

State Accountability Rating:

*Not Rated: Declared  
State of Disaster*

2021 Special Education Determination Status:

**Needs  
Assistance**

Accreditation Status:

**Accredited**

# McAllen ISD Overview

## 2021 State Accountability Ratings

### 2020-2021 Data

- 21,540 Students
- 30 Campuses
- 1638 Graduates (Class of Academic Year 2019-2020)

The district and all campuses were not rated due to the Declared State of Disaster (Academic Year 2020 – 2021)

# STAAR 2021 at Approaches Grade Level or Above - All Grades

	STATE	REGION 1	DISTRICT Performance & Participation
All Subjects	67%	59%	70% (57%)
ELA/Reading	68%	63%	72% (60%)
Mathematics	66%	53%	65% (55%)
Writing	58%	50%	55% (49%)
Science	71%	63%	73% (55%)
Social Studies	73%	67%	81% (63%)

## Average SAT Score All Subjects

	STATE	REGION I	DISTRICT
Class of 2020	1019	964	<b>968</b>

## Average SAT Score

Class of 2020	STATE	REGION I	DISTRICT
ELA	513	489	<b>492</b>
MATH	506	475	<b>476</b>

## Average ACT Score All Subjects

	STATE	REGION I	DISTRICT
Class of 2020	20.2	17.9	<b>19.7</b>

## Average ACT Score

Class of 2020	STATE	REGION I	DISTRICT
ELA	19.9	17.4	<b>19.4</b>
MATH	20.1	17.9	<b>19.4</b>

## Student Performance in Post Secondary Institutions (2018-2019 Graduates attending 2019-2020 College)

	Total Graduates	GPA for 1 <sup>st</sup> Year in Public Higher Education in Texas					
		< 2.0	2.0-2.49	2.5-2.99	3.0-3.49	> 3.5	Unknown
Four-Year Public University	568	80	47	75	154	204	8
Two-Year Public University	495	187	82	69	74	59	20
Independent Colleges and Universities	30						
Not Trackable	100						
Not Found	507						
<b>Total HS Graduates 2018-2019</b>	<b>1700*</b>						

\* Source: Texas Higher Education Coordinating Board

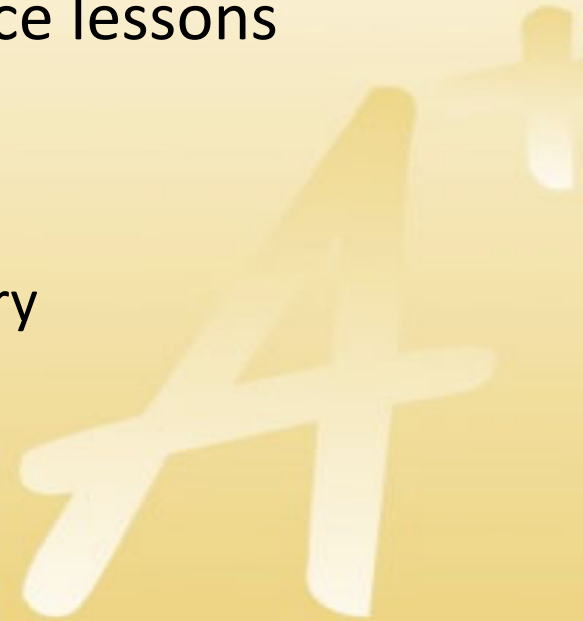
# Report on Criminal and Violent Crimes 2020-2021

Campus	Incident Codes																
	11	12	13	14	16	17	18	19	29	30	31	32	36	37	46	47	48
McAllen High School													1				
Memorial High School																	
Rowe High School																	
Lamar Academy																	
Achieve ECHS																	
I & G Center																	
Brown Middle School																	
Cathey Middle School																	
De Leon Middle School																	
Fossum Middle School																	
Morris Middle School																	
Travis Middle School																	
Alvarez Elementary																	
Bonham Elementary																	
Escandon Elementary																	
Fields Elementary																	
Garza Elementary																	
Gonzalez Elementary																	
Hendricks Elementary																	
Houston Elementary																	
Jackson Elementary																	
McAuliffe Elementary																	
Milam Elementary																	
Perez Elementary																	
Rayburn Elementary																	
Roosevelt Elementary																	
Sanchez Elementary																	
Seguin Elementary																	
Thigpen-Zavala Elementary																	
Wilson Elementary																	
<b>Total</b>													1				

Incident Code Description	
11	Used, Exhibited, or Possessed a Firearm
12	Used, Exhibited, or Possessed an Illegal Knife
13	Used, Exhibited, or Possessed and Illegal Club
14	Used, Exhibited ,or Possessed Weapon Under Penal Code Section 46 .05
16	Arson
17	Murder, Capital Murder, Criminal Attempt to Commit Murder, or Capital Murder
18	Indecency with a Child
19	Aggravated Kidnapping
29	Aggravated Assault Under Penal Code Section 22.02 Against District Employee
30	Aggravated Assault Under Penal Code Section 22.02 Against Someone Other
31	Sexual Assault Under Penal Code 22.011
32	Sexual Assault Under Penal Code 22.011 or Aggravated Sexual Assault of a Child
36	Felony Controlled Substance Violation
37	Felony Alcohol Violation
46	Aggravated Robbery
47	Manslaughter
48	Criminally Negligent Homicide

# Violence Prevention Programs

- Zones of Regulation Curriculum
  - Self-regulation lessons for identified elementary students in need
- Counseling Department's Emotional Intelligence lessons
  - District wide every 6 weeks to all students
- Monthly Events
  - Highlighting Drug Prevention, Anti-Bullying, Military Connectedness.....



# Dissemination of the McAllen ISD 2020-2021 Annual Report

The state prepared portions of the TAPR are available at:

<https://tea.texas.gov/perfreport/tapr/index.html>

The PEIMS Financial Standard reports of 2020-2021 Financial Actual Information at:

<http://tea.texas.gov/financialstandardreports/>

The District Accreditation Status report for 2020-21 at:

<http://tea.texas.gov/accredstatus/>

The Texas Higher Education Coordinating Board report for 2019-2020 High School Graduates at:

<http://www.txhighereddata.org/index.cfm?objectid=5BFD5120-D971-11E8-BB650050560100A9>

The TAPR and the TAPR glossary are also available on the McAllen District website:

<https://www.mcallenisd.org/browse/280020> Copies of the McAllen ISD District TAPR are also maintained at: Central Office, Every McAllen ISD Campus, Public Library, Chambers of Commerce.

**BOARD RECOGNITION FORM  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**Meeting Date (Recommended):** January 10, 2022

**Title of Recognition:** Recognition of McAllen ISD's Purchasing Department for the Texas Association of School Business Officials' 2022 Award of Merit for Purchasing Operations

Person(s) Being Recognized:  
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Please note any items that will be presented:

**Photographer Requested:** Yes

**AV needs:**

Name of Presenter: Cynthia Richards  
Phone: 956-688-5418  
eMail: cindy.richards@mcallenisd.net

**Approved for Recognition:** \_\_\_\_\_



**Superintendent**

**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 AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBJECT:** Approval of Proclamation Regarding National Law Enforcement Appreciation Day (January 9, 2022)

**REFERENCE:** Goal 1: Student Achievement / Student Focus; Strategy: Engaging Learning Environment

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

Each year on January 9th, law enforcement officers, nationwide, are honored and recognized as part of National Law Enforcement Appreciation Day. This day was established to thank and show support to our local law enforcement officers who protect and serve.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Promote awareness of support for law enforcement on National Law Enforcement Appreciation Day (L.E.A.D.).

**LEGAL REVIEW:** N/A

**BUDGETARY CONSIDERATIONS:** N/A

**RECOMMENDED BOARD ACTION:**

That the Board of Trustees approve the Proclamation Regarding National Law Enforcement Appreciation Day (January 9, 2022).

**SUBMITTED BY:**   
Jose Silva (Jan 5, 2022 10:42 CST)

**SUPERVISOR:** 

For further information contact:  
Name: Jose Silva Jr.  
Office: Police Department (956) 928-8990  
email: jose.silva@mcallenisd.net

**Approved for presentation to the Board of Education:**

  
22  
**Superintendent of Schools**



# *Proclamation*

*State of Texas*  
*County of Hidalgo*  
*McAllen Independent School District*

*Whereas*, on January 9, 2022, partnering organizations showed appreciation of law enforcement officers nationwide and promoted National Law Enforcement Appreciation Day (L.E.A.D.).

*Whereas*, there is a need to show law enforcement officers that our community recognizes the difficult and sometimes challenging career they have chosen, in public service; and

*Whereas*, the McAllen Independent School District, Board of Trustees, and community members honor and recognize the extraordinary efforts and sacrifices made by our McAllen ISD Police Officers on a daily basis in order to protect our schools, workplace, roadways and visitors; and

*Now Therefore*, I, Daniel D. Vela, Member for the Board of Trustees of the McAllen Independent School District, do hereby recognize January 9, 2022 as

## *“National Law Enforcement Appreciation Day”*

I call upon all residents to take time throughout the entire month of January to show their support of law enforcement officers.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 10<sup>th</sup> day of January 10, 2022.

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Daniel D. Vela, Member, Board of Trustees  
McAllen Independent School District

*Attest:*

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Tony Forina, Secretary, Board of Trustees  
McAllen Independent School District

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBJECT:** Approval of Proclamation Regarding School Board Recognition Month (January 2022)

**REFERENCE:** Goal 2: People Development

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

To proclaim January 2022 as School Board Recognition Month and to recognize the efforts of the McAllen Independent School District Board of Trustees.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:** None Required

**LEGAL REVIEW:** None Required

**BUDGETARY CONSIDERATIONS:** None Required

**RECOMMENDED BOARD ACTION:** That the Board of Trustees approve the proclamation regarding School Board Recognition Month (January 2022).

**SUBMITTED BY:**   
Jacob Berry (Jan 6, 2022 13:01 CST)

**SUPERVISOR:**   
Jacob Berry (Jan 6, 2022 13:01 CST)

For further information contact:  
Name: Jacob Berry  
Office: Community Information  
eMail: [Jacob.berry@mcallenisd.net](mailto:Jacob.berry@mcallenisd.net)

**Approved for presentation to the Board of Education:**



# Proclamation

*State of Texas*  
*County of Hidalgo*  
*McAllen Independent School District*



*Whereas*, the mission of the public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

*Whereas*, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

*Whereas*, local school board members are strong advocates for children, parents, employees, and community members and are responsible for communicating the needs of the school district to the public and the public's expectations to the district;

*Now Therefore*, we do hereby declare our appreciation to the members of the McAllen Independent School District Board of Trustees and proclaim the month of January 2022, as

## *“School Board Recognition Month”*

I urge all citizens to join us in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 10<sup>th</sup> day of January 2022.

---

J. A. Gonzalez, Ed.D., Superintendent  
McAllen Independent School District

*Attest:*

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Sam Saldivar, Jr., President, Board of Trustees  
McAllen Independent School District

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:** *Maribelle Elizondo*  
Maribelle Elizondo (Jan 5, 2022 15:08 CST)

**SUPERVISOR:** *Rosalba De Hoyos*

**Approved for presentation to the Board of Education:**

*J. X. O'Connell*

26 \_\_\_\_\_  
**Superintendent of Schools** Jan 5, 2022



# Special Education Department 2021-2022

Maribelle Elizondo, Executive Director Special Education  
Dr. Sandra Pitchford, Director Special Education  
Liza Lara, Director Regional Day School Program for the Deaf



# Our Department

## Special Education

Special Education  
Department

Every Student,  
Every Day!



## STRIDES

Supported Transition  
and  
Road to Independence:

Development  
and  
Employment for  
Students



## RDSPD

Regional Day School  
Program for the Deaf

Reach. Succeed.  
Dream.



## Our Mission:

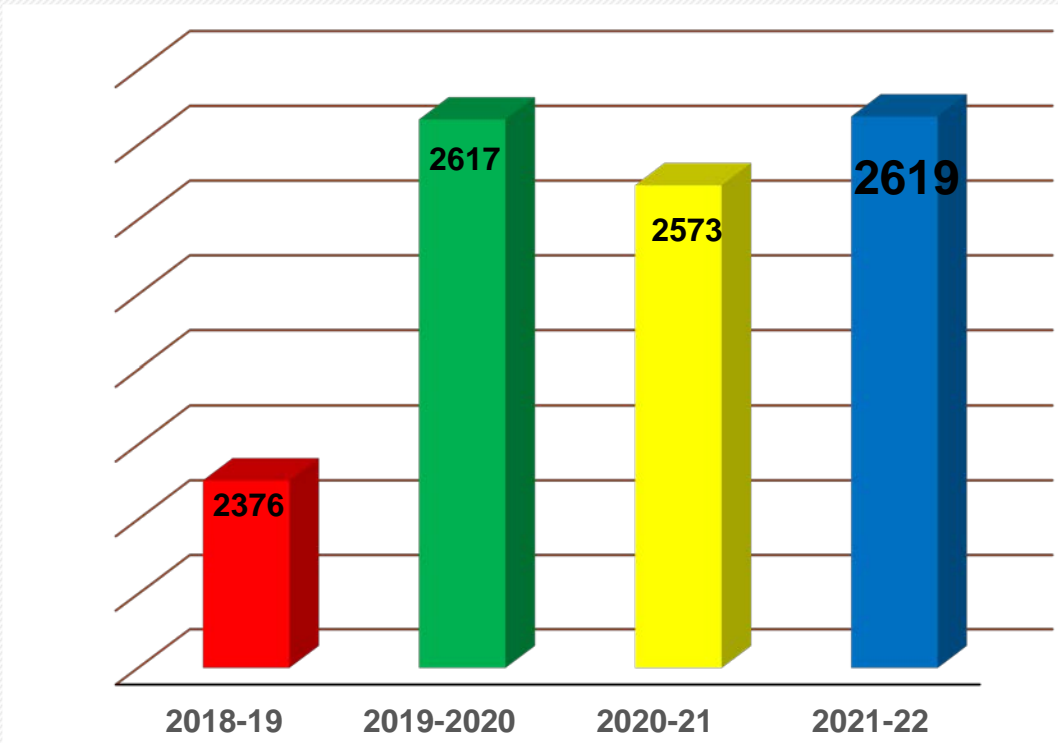


The goal of the McAllen I.S.D. Special Education/RDSPD department is to meet the various needs of students with disabilities in order for them to succeed to their maximum potential, by providing a Free Appropriate Public Education (F.A.P.E), under the Individuals with Disabilities Education Act (I.D.E.A.)

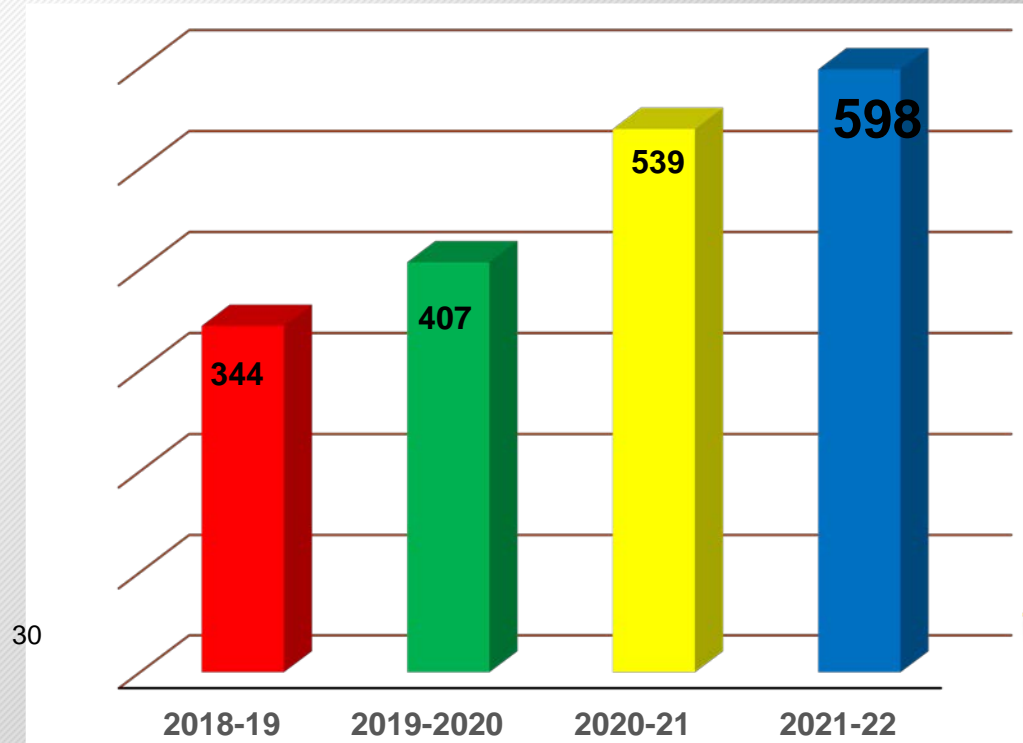


# Special Education Program Enrollment

## SPED Program Enrollment



## SPED/Dyslexia Program Enrollment



# Teaching & Learning

- Progress Monitor the performance of students served in special education who take the STAAR & EOC assessments to ensure they meet the minimum level of satisfactory performance or higher.
- Progress Monitor the Students performance who are assessed with STAAR ALT 2 and are included in the numerator if they achieve Level II performance or higher.
- Differentiated Instruction for special education/RDSPD students.



# Instructional Supports

**TIER I**

**Professional Learning sessions**

- Accommodations
- Supplemental Aids
- Differentiated Instruction
- DMAC

**TIER II**

**Campus Support**

- Campus Classroom visits
- Campus Instructional Planning
- Support Differentiated instructional lessons

**TIER III**

**Individualized Support**

- Weekly individualized campus support
- Classroom instructional visits
- Instructional planning
- Modeling



# Professional Learning District Staff

- SPED Course Compliance trainings
- Crisis Prevention Intervention Trainings
- Counselor trainings:
  - Functional Behavioral Assessment (FBA)
  - Behavior Intervention Plan (BIP)
- Success Ed Trainings
- Co-Teaching & Co-Planning

- Academies for New Professionals:
  - SPED/RDSPD Teachers
  - SPED/RDSPD Administrators
  - General Education Teachers
- Instructional software resources professional learning
- Special Ed. teacher bi-weekly meetings



Our goal for our STRIDES students is to transition successfully from the public school setting into the community, and for them to be equipped with real world experiences and valuable job skills that they can utilize once they have exited our program.

STRIDES	Students	STC Courses	Teachers
2019-2020	48	3	4
2020-21	58	5	5
2021-22	68	13	9





## Student will gain meaningful employment experience and skills through their continuing education courses with STC

### ❖ Year 1: STC courses

- Floral Design
- Photography
- Cake Decorating

### ❖ Year 2: STC Courses

- Sewing
- Customer Service

### ❖ Year 3: STC Courses

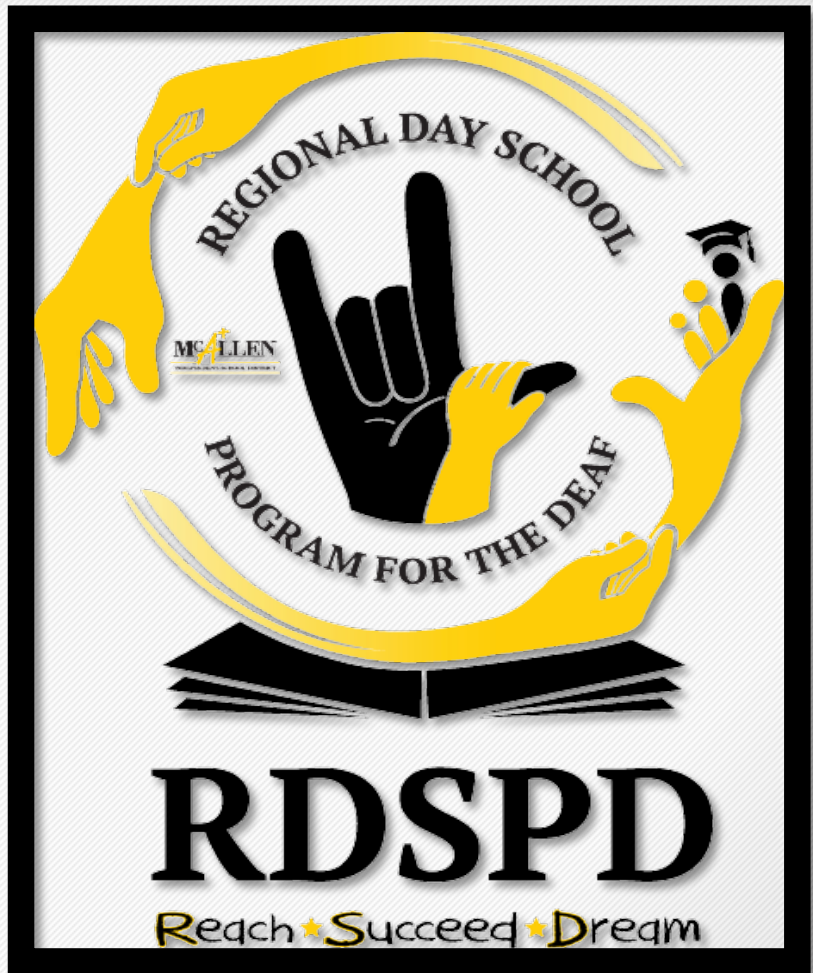
- Dining Room Service
- Serve Safe
- Cooking Healthy
- Child Care Training
- Basic Computers

### Additions to Program

- Continuum of Services RDSPD
- Green House
- Texas A & M University Grant



# Regional Day School Program for the Deaf



Our new logo shows hands signing “grow out of a book to represent the growth of knowledge our staff instills in our students. Although we are now the RDSPD, “RSD” will always be in the heart of our program; “Reach, Succeed, Dream” was included not only to show our commitment to ensure our students Reach their goals, Succeed in all that they do, and dare to Dream, but also to represent the founders of our “RSD” Program.



# McALLEN

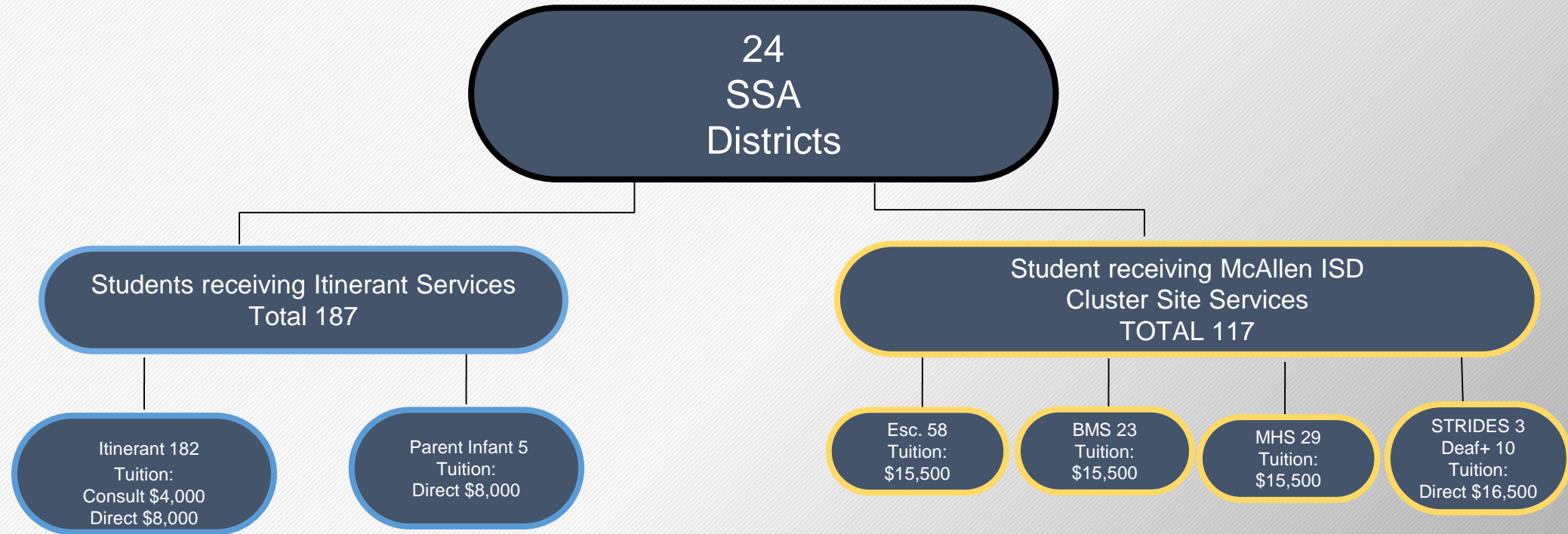
INDEPENDENT SCHOOL DISTRICT



Every Student, Every Day  
McAllen ISD Special Education Department



# RDSPD ENROLLMENT



**Total students served: McAllen ISD RDSPD 304**





Total #	RDSPD
524	Dallas
381	Region 4 ESC
287	Plano
228	Northwest Harris County Cooperative for the DHH (Cy-Fair)
220	McAllen
177	Mesquite
158	Galveston-Brazoria (Clear Creek)
127	Southeast Texas (Beaumont)
125	Brazos Valley (Bryan)
120	Brazoria-Fort Bend
114	North Harris County (Aldine)
112	Arlington
105	Capital Area (Round Rock)
102	El Paso
100	West 10 (Katy)
100	Conroe
99	Tyler
95	Tri-County East (Goose Creek)
90	Brownsville
85	Fort Worth
82	Birdville
81	Irving
73	Brazos River (Peaster)
73	Corsicana
63	North East
62	Panhandle Co-op (Amarillo)
61	Longview
61	Denton
61	San Antonio
59	Corpus Christi
56	Nacogdoches
56	Northside
54	Humble
54	Ector County
51	Lubbock
44	Austin
42	Region 13 ESC
41	Victoria
40	Lufkin
39	Crowley
37	Waco
34	Uvalde
31	Laredo
29	Killeen
28	Region 15 ESC
27	Wichita Falls
26	Greenville
21	Temple
21	Abilene
18	Sherman
15	Texarkana
14	Lamar County (Paris)
8	Waxahachie

5th largest of 53



**RDSPD**

2020

Snapshot

220

Enrollment

312





Meet our Jeremy!  
He is our Special Olympics Bowling Gold Medalist!  
We are so proud of you Jeremy!!



Thank you Ms. Gomez for making music inclusive and accessible! We are so proud of our RDSPD 1st and 3rd chair saxophonist!

**RDSPD HIGHLIGHTS**



As part of their Independent Living Class our students practiced buying groceries at HEB! Looks like they were having a blast.



Today was Earmold Friday!



Homecoming 2021! Let's go dobies!!!




# Questions?



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:** 

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



**42** \_\_\_\_\_  
**Superintendent of Schools**

**COMPARISON OF BUDGET TO REVENUES, EXPENDITURES AND ENCUMBRANCES  
FOR THE MONTH OF NOVEMBER 30, 2021**

	A APPROVED BUDGET 2020-21 11/30/20	B YTD ACTUAL 07/01/20 TO 11/30/20	C APPROVED BUDGET 2021-22 11/30/21	D YTD ACTUAL 07/01/21 TO 11/30/21	E DIFFERENCE C - D	F OUTSTANDING ENCUMBRANCES 12/01/21 TO 06/30/22	G YTD REVENUES, EXPENSES AND ENCUMBRANCES D + F	H BUDGET LESS EXPENSES AND ENCUMBRANCES C - G
<b>REVENUES:</b>								
LOCAL AND INTERMEDIATE SOURCES	\$4,438,089	\$896,505	\$3,198,868	\$1,049,333	\$2,149,535		\$1,049,333	\$2,149,535
PROPERTY TAXES	79,823,682	8,511,579	84,787,994	9,993,227	74,794,767		9,993,227	74,794,767
STATE PROGRAM REVENUES	137,774,797	69,824,116	133,393,577	61,453,383	71,940,194		61,453,383	71,940,194
FEDERAL PROGRAM REVENUES	21,266,401	6,708,764	26,868,440	10,462,704	16,405,736		10,462,704	16,405,736
OTHER RESOURCES/NON-OPERATING REVENUES	4,296,271	4,242,974	8,115	175,341	(167,226)		175,341	(167,226)
<b>SUB TOTAL</b>	<b>\$247,599,240</b>	<b>\$90,183,938</b>	<b>\$248,256,994</b>	<b>\$83,133,986</b>	<b>\$165,123,008</b>		<b>\$83,133,986</b>	<b>\$165,123,008</b>
<b>EXPENDITURES:</b>								
11 INSTRUCTION	\$130,660,492	\$49,847,586	\$127,209,087	\$14,859,933	\$112,349,154	\$77,338,362	\$92,198,295	\$35,010,792
12 INST. RES. & MEDIA SERVICES	3,611,778	1,477,644	3,452,083	874,643	2,577,440	2,195,566	3,070,209	381,874
13 CURRICULUM DEV. & INST. STAFF DEV.	5,056,335	1,696,757	4,758,666	1,396,468	3,362,198	1,803,204	3,199,672	1,558,994
21 INST. LEADERSHIP	3,344,970	1,073,909	3,436,396	1,022,091	2,414,305	1,510,724	2,532,815	903,581
23 SCHOOL LEADERSHIP	13,799,679	5,719,071	13,352,832	4,389,641	8,963,191	7,584,439	11,974,081	1,378,751
31 GUID., COUNSELING & EVAL. SER.	9,971,408	3,741,319	9,857,671	2,599,463	7,258,208	6,102,276	8,701,739	1,155,932
32 SOCIAL WORK SERVICES	1,943,243	763,055	2,051,745	624,658	1,427,087	1,203,373	1,828,030	223,715
33 HEALTH SERVICES	3,114,048	1,169,808	2,811,834	732,503	2,079,331	1,865,425	2,597,927	213,907
34 STUDENT (PUPIL) TRANS.	4,814,124	1,505,938	4,152,727	1,683,677	2,469,050	929,689	2,613,366	1,539,361
35 FOOD SERVICES	19,276,464	8,143,374	18,990,305	5,337,106	13,653,199	7,725,911	13,063,017	5,927,288
36 CURRICULAR/EXTRACURRICULAR ACT.	9,971,478	2,674,110	9,888,423	2,647,452	7,240,971	3,645,870	6,293,322	3,595,101
41 GENERAL ADMINISTRATION	8,690,663	3,344,605	8,573,063	3,209,522	5,363,541	3,429,583	6,639,105	1,933,958
51 PLANT MAINT. & OPERATIONS	22,459,613	8,127,516	25,215,507	8,622,111	16,593,396	7,011,523	15,633,634	9,581,873
52 SECURITY AND MONITORING SERV.	5,086,247	1,661,149	5,302,565	1,807,001	3,495,564	2,386,774	4,193,775	1,108,790
53 DATA PROCESSING SERVICES	6,611,878	2,412,865	6,109,062	1,908,920	4,200,142	3,619,630	5,528,550	580,512
61 COMMUNITY SERVICES	42,286	13,514	76,422	8,473	67,949	30,382	38,856	37,566
71 DEBT SERVICE	7,078,589	2,310,574	9,235,996	2,493,746	6,742,250	0	2,493,746	6,742,250
81 FAC. ACQUISITION & CONST.	938,018	332,552	3,316,019	283,425	3,032,594	907,649	1,191,074	2,124,945
95 PMT. TO JUV. JUSTICE ALT. ED. PRG.	40,000	20,000	40,000	20,000	20,000	0	20,000	20,000
99 OTHER INTERGOVERNMENTAL CHARGES	891,975	440,836	939,270	460,887	478,383	467,854	928,741	10,529
00 OTHER USES/NON-OPERATING EXPENSES	2,285,330	500,000	85,000	0	85,000	0	0	85,000
<b>SUB TOTAL</b>	<b>\$259,688,618</b>	<b>\$96,976,180</b>	<b>\$258,854,673</b>	<b>\$54,981,719</b>	<b>\$203,872,954</b>	<b>\$129,758,234</b>	<b>\$184,739,953</b>	<b>\$74,114,720</b>
REVENUES OVER (UNDER) EXPENDITURES		(\$6,792,242)		\$28,152,268				
BEGINNING FUND BALANCE		97,700,231 *		107,594,997				
PRELIMINARY ENDING FUND BALANCE		<u>\$90,907,989</u>		<u>\$135,747,265</u>				
OPTIMUM FUND BALANCE FOR UNFORESEEN EVENTS		\$103,042,102 *		\$104,077,381				

\* FINAL BALANCE AS OF JUNE 30, 2020



# Monthly Investment Report

PREPARED FOR MCALLEN ISD

NOVEMBER 30, 2021



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT MANAGEMENT COMPANY

44

WITH YOU. FOR YOU.

# Santa Goes on a Budget

Inflation continues and is growing at elevated levels. It appears increases are here to stay for the foreseeable future, prompting consumers and businesses to adjust their spending patterns and business strategies accordingly. Across the spectrum prices are rising from building supplies to food and it ripples throughout the economy.

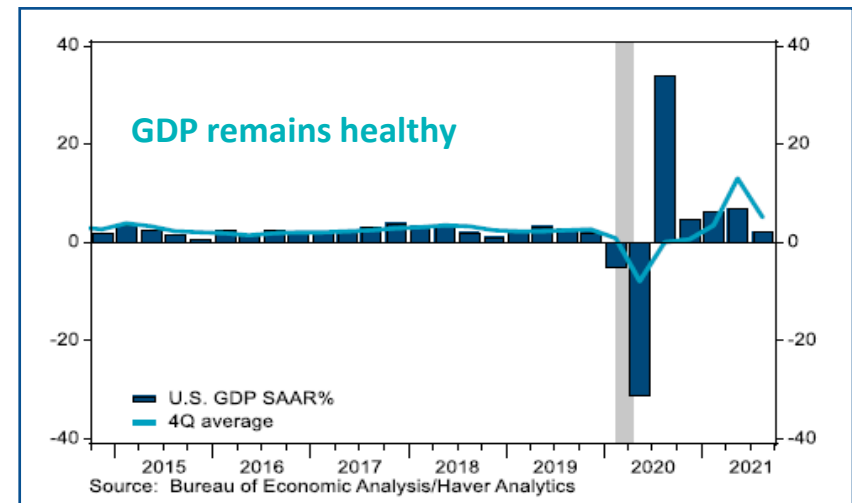
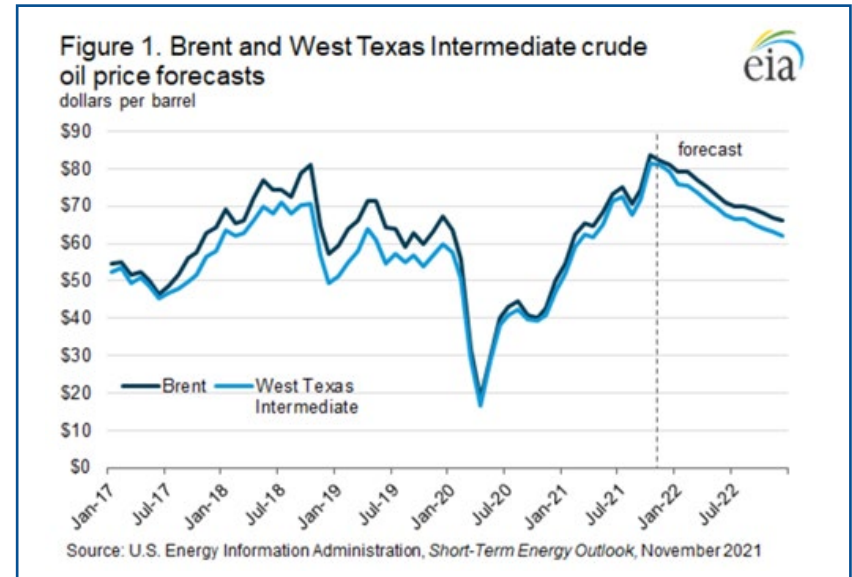
The economy is strong as evidenced by a firm GDP reading but the supply chains continue to rattle. Manufacturing globally is slowed, ships are stalled at ports, and once here we lack the trains and truckers to deliver the goods.

Oil has fallen from the \$80 barrel back to \$65 on release of the strategic oil reserves but 50M gallons may not last long.

The supply problems have started to impact the housing boom as wood and other commodities are difficult to obtain. Existing home sales have fallen to the weakest in 8 months, but demand is still there as housing permits continue to grow – if supplies can be found.

Manufacturing is struggling and some industries like autos are still stymied by chip supply. Estimates of when this chain will loosen range from six months to two years. And, now with a new covid variant, Omicron, staffing could once again be impacted. Truckers alone have indicated 37% would quit if blanket vaccination requirements were implemented.

With wages rising and personal income increasing, the American consumer continues to spend. While consumers are spending, with inflation they are spending more and getting less. Maybe Santa will have to go on a budget in 2021.



# Retiring the Word “Transitory”

The Federal Reserve has played a major role in the pandemic and the markets are watching closely if and when the Fed’s position on support for a now strong economy will change.

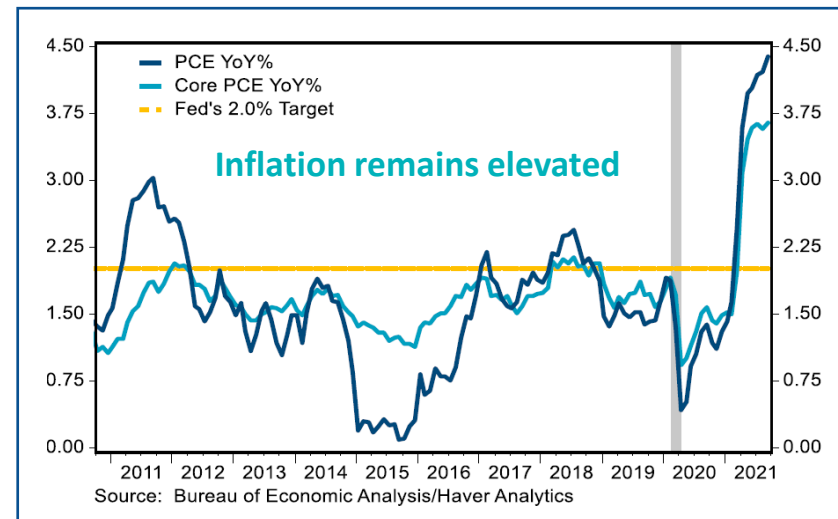
One uncertainty has been muted as Jerome Powell has been nominated for a second 6-year term as Chair. The nomination must now pass the Senate. Regardless if he or Brainard would have been named we could expect accommodation to continue. The question is how much.

The FOMC noted in their November meeting that they plan to discuss moving to a taper (less accommodative buying) in 2022, but recent comments by Powell indicate that might start in December and move faster than the previously announced schedule. Rate hikes are another matter and may or may not follow tapering. However, the Fed can hike overnight rates three times (to 0.75%) without leaving the historic definition of an accommodative stance.

The Fed is clearly recognizing that the inflation situation is no longer “transitory” but they will continue to support their mandate for strong economy and employment.

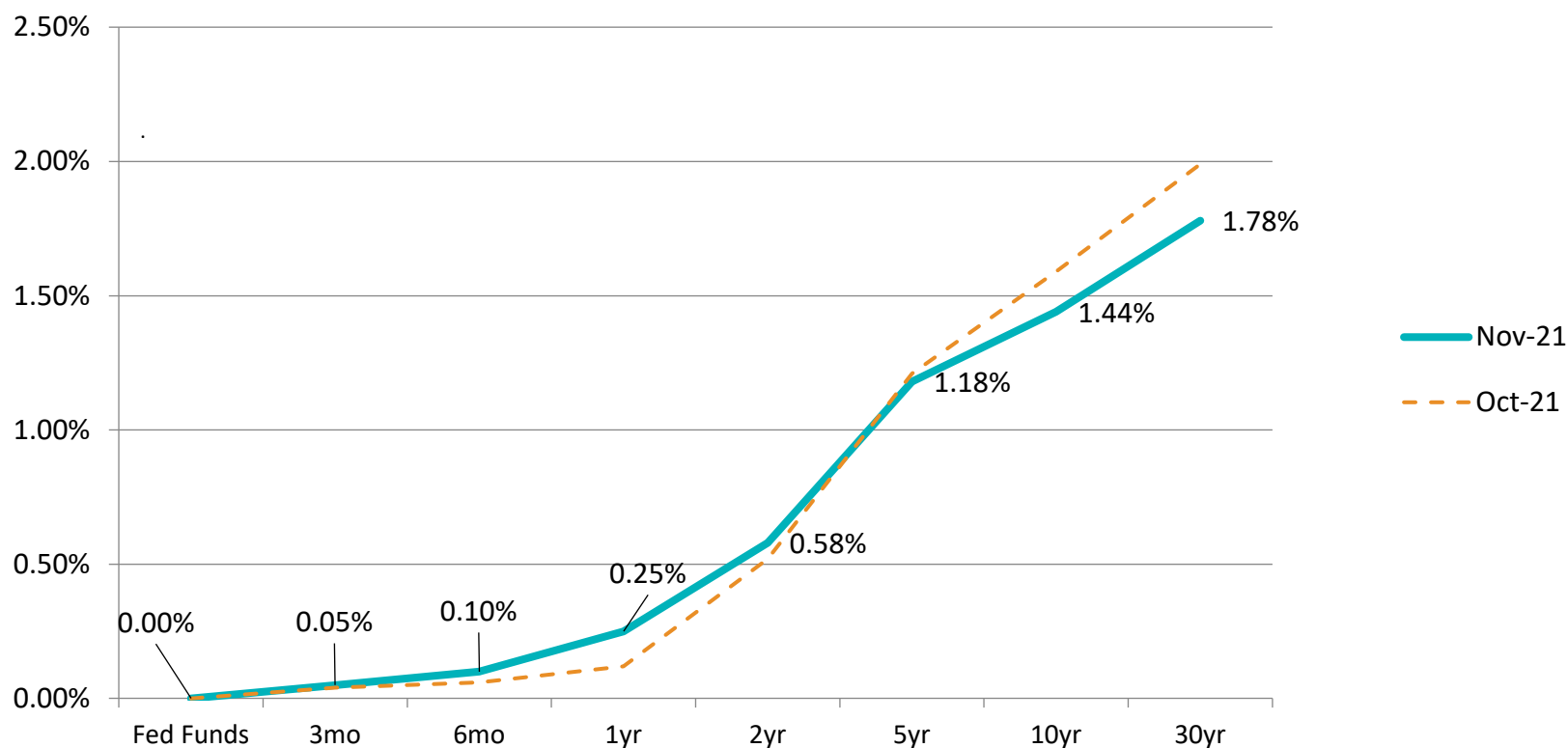
One factor that will play into the uncertainty in December is the debt ceiling. The can that was kicked down the road last quarter spins to a stop December 15th.

The debt ceiling vote does complicate the required \$118B payment due the Highway Trust Fund due in one month as well as other stimulus bills.



# Movement in the Curve

- Bond yields had been on the move to higher rates but a new strain of Covid (Omicron) has brought risk back to the markets.
- The belly of the curve continues to show a move higher, but the long end shows investors still favor the safety of Treasuries.
- Investors feel that inflation will likely bring Fed actions in mid-2022.
- The Fed is hinting strongly on a taper to begin in early 2022.
- The steepness in the yield curve presents buying opportunities for securities in 3-5 year maturities.



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End of Month Rates - Full Yield Curve - Fed Funds to 30yr

*McAllen Independent School District*  
 Monthly Investment Report  
 November 1, 2021 – November 30, 2021

**Portfolio Summary Management Report**

This report and investment portfolio of the District is in compliance with the District investment strategy as expressed in the District's investment policy and relevant provisions of the Government Code, Chapter 2256, the Public Funds Investment Act.

<p><b><u>Portfolio as of 10/31/21:</u></b></p> <p>Beginning Book Value           \$ 140,469,827</p> <p>Beginning Market Value       \$ 140,441,124</p> <p>WAM at Beginning Period Date<sup>1</sup>       81 days</p> <p><i>(Decrease in market value is due to seasonal cash outflows)</i></p> <p style="text-align: right;"><b>Average Yield to Maturity for period       0.129%</b></p> <p style="text-align: right;"><b>Average Yield 1-year Treasury Bill for period   0.180%</b></p> <p style="text-align: right;"><b>Average Yield 2-year Treasury Note for period   0.510%</b></p>	<p><b><u>Portfolio as of 11/30/21:</u></b></p> <p>Ending Book Value               \$ 136,774,213</p> <p>Ending Market Value           \$ 136,729,826</p> <p>Unrealized Gain/Loss               \$       (44,387)</p> <p>WAM at Ending Period Date<sup>1</sup>               111 days</p> <p>Change in Market Value<sup>2</sup>               \$   (3,711,298)</p>
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*Cynthia Medrano-Richards*

\_\_\_\_\_  
 Cynthia Medrano-Richards, Asst. Superintendent for Bus. Operations  
 McAllen ISD

*Iris Luna*

\_\_\_\_\_  
 Iris Luna, Director of Accounting  
 McAllen ISD

*Dyanira Diaz*

\_\_\_\_\_  
 Dyanira Diaz, Coordinator for Accounting  
 McAllen ISD

*Adelita Felix*

\_\_\_\_\_  
 Adelita Felix, CFO  
 McAllen ISD

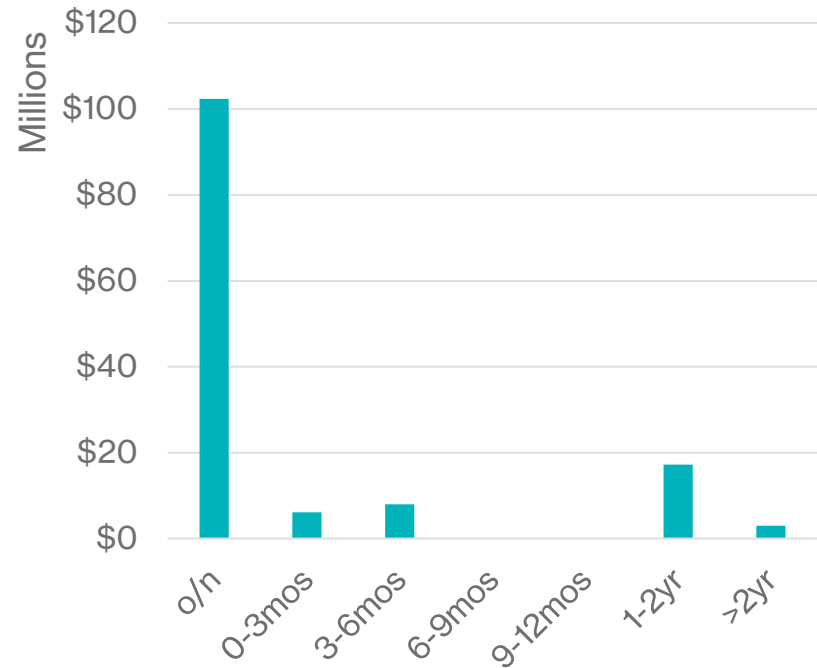
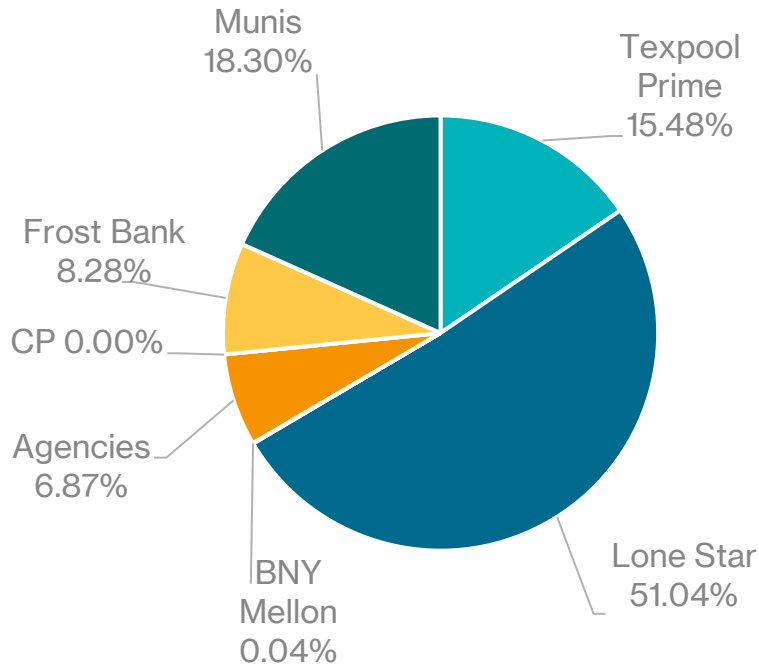
\_\_\_\_\_  
 1 WAM – weighted average maturity

2 “Change in Market Value” is required data, but will primarily reflect the receipt and expenditure of the District’s funds from month to month. *Patterson & Associates* has assisted in the preparation of this consolidated investment report, with additional input provided by McAllen ISD.

# Portfolio Overview

As of November 30, 2021

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions. These are unusual times and where extensions can be made it is important to make them to find any available safe value in the markets.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. Liquidity has been reduced to little or no value but with a flat short curve it may be the only sector available out to twelve months without the use of CP. Our expectation is of continuing dismally low rates, but we look for value in your authorized sectors to capture the yield available as markets change.
- The non-cash portion of your portfolio is yielding 0.39%.



**McAllen ISD**  
**Portfolio Management**  
**Portfolio Summary**  
**November 30, 2021**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
BNY Mellon	53,667.30	53,667.30	53,667.30	0.04	1	1	0.000
Frost Bank	11,320,183.25	11,320,183.25	11,320,183.25	8.28	1	1	0.010
Federal Agency Coupon Securities	9,400,000.00	9,385,622.34	9,400,000.00	6.87	847	792	0.574
Municipal Bonds	24,855,000.00	24,992,938.80	25,022,948.79	18.30	493	305	0.320
Texpool/Texpool Prime	21,170,303.45	21,170,303.45	21,170,303.45	15.48	1	1	0.052
Lone Star	69,807,110.47	69,807,110.47	69,807,110.47	51.04	1	1	0.043
	<b>136,606,264.47</b>	<b>136,729,825.61</b>	<b>136,774,213.26</b>	<b>100.00%</b>	<b>149</b>	<b>111</b>	<b>0.129</b>
<b>Investments</b>							
<b>Cash and Accrued Interest</b>							
Accrued Interest at Purchase		15,826.24	15,826.24				
Subtotal		15,826.24	15,826.24				
<b>Total Cash and Investments</b>	<b>136,606,264.47</b>	<b>136,745,651.85</b>	<b>136,790,039.50</b>		<b>149</b>	<b>111</b>	<b>0.129</b>

<b>Total Earnings</b>	<b>November 30 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	12,460.82	59,627.73

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of McAllen ISD of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.



Jan 5, 2022

Adelita Felix, Chief Financial Officer

Reporting period 11/01/2021-11/30/2021

Data Updated: SET\_MCAL: 12/13/2021 09:42

Run Date: 12/13/2021 - 09:42

**McAllen ISD  
Summary by Type  
November 30, 2021  
Grouped by Fund**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Activity Fund</b>						
Frost Bank	1	1,862,609.18	1,862,609.18	1.36	0.010	1
<b>Subtotal</b>	<b>1</b>	<b>1,862,609.18</b>	<b>1,862,609.18</b>	<b>1.36</b>	<b>0.010</b>	<b>1</b>
<b>Fund: Clearing Fund</b>						
Frost Bank	1	3,105,472.33	3,105,472.33	2.27	0.010	1
<b>Subtotal</b>	<b>1</b>	<b>3,105,472.33</b>	<b>3,105,472.33</b>	<b>2.27</b>	<b>0.010</b>	<b>1</b>
<b>Fund: Capital Projects Fund</b>						
Frost Bank	2	432,021.11	432,021.11	0.32	0.010	1
Lone Star	4	18,468,260.55	18,468,260.55	13.50	0.039	1
<b>Subtotal</b>	<b>6</b>	<b>18,900,281.66</b>	<b>18,900,281.66</b>	<b>13.82</b>	<b>0.038</b>	<b>1</b>
<b>Fund: Debt Service Fund</b>						
Frost Bank	1	4,453.21	4,453.21	0.00	0.010	1
Lone Star	2	2,405,609.61	2,405,609.61	1.76	0.043	1
<b>Subtotal</b>	<b>3</b>	<b>2,410,062.82</b>	<b>2,410,062.82</b>	<b>1.76</b>	<b>0.043</b>	<b>1</b>
<b>Fund: General Fund</b>						
Frost Bank	1	5,079,898.98	5,079,898.98	3.71	0.010	1
Federal Agency Coupon Securities	3	7,400,000.00	7,400,000.00	5.41	0.662	837
Municipal Bonds	11	15,765,000.00	15,890,658.43	11.62	0.327	285
Lone Star	3	41,017,085.94	41,017,085.94	29.99	0.046	1
Texpool/Texpool Prime	2	21,170,303.45	21,170,303.45	15.48	0.052	1
<b>Subtotal</b>	<b>20</b>	<b>90,432,288.37</b>	<b>90,557,946.80</b>	<b>66.21</b>	<b>0.145</b>	<b>119</b>
<b>Fund: Plan 457 Fund</b>						
Frost Bank	1	6,773.45	6,773.45	0.00	0.010	1
<b>Subtotal</b>	<b>1</b>	<b>6,773.45</b>	<b>6,773.45</b>	<b>0.00</b>	<b>0.010</b>	<b>1</b>

**McAllen ISD  
Summary by Type  
November 30, 2021  
Grouped by Fund**

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Proprietary Fund</b>						
Frost Bank	1	828,954.99	828,954.99	0.61	0.010	1
Lone Star	2	7,916,154.37	7,916,154.37	5.79	0.043	1
<b>Subtotal</b>	<b>3</b>	<b>8,745,109.36</b>	<b>8,745,109.36</b>	<b>6.40</b>	<b>0.039</b>	<b>1</b>
<b>Fund: QSCB - Reserve Fund</b>						
BNY Mellon	1	53,667.30	53,667.30	0.04	0.000	1
Federal Agency Coupon Securities	1	2,000,000.00	2,000,000.00	1.46	0.250	625
Municipal Bonds	4	9,090,000.00	9,132,290.36	6.68	0.307	340
<b>Subtotal</b>	<b>6</b>	<b>11,143,667.30</b>	<b>11,185,957.66</b>	<b>8.18</b>	<b>0.295</b>	<b>390</b>
<b>Fund: QSCB - Debt Service</b>						
BNY Mellon	1	0.00	0.00	0.00	0.000	0
<b>Subtotal</b>	<b>1</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.000</b>	<b>0</b>
<b>Total and Average</b>	<b>42</b>	<b>136,606,264.47</b>	<b>136,774,213.26</b>	<b>100.00</b>	<b>0.129</b>	<b>111</b>



**McAllen ISD  
Fund ACT - Activity Fund  
Investments by Fund  
November 30, 2021**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999915	10020	Frost Bank Public Checking	07/01/2021	1,862,609.18	1,862,609.18	1,862,609.18	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>1,862,609.18</b>	<b>1,862,609.18</b>	<b>1,862,609.18</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>1,862,609.18</b>	<b>1,862,609.18</b>	<b>1,862,609.18</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>

**Fund CLEAR - Clearing Fund  
Investments by Fund  
November 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999914	10019	Frost Bank Public Checking	07/01/2021	3,105,472.33	3,105,472.33	3,105,472.33	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>3,105,472.33</b>	<b>3,105,472.33</b>	<b>3,105,472.33</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>3,105,472.33</b>	<b>3,105,472.33</b>	<b>3,105,472.33</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>

**Fund CP - Capital Projects Fund  
Investments by Fund  
November 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999922	10103	Frost Bank Public Checking	07/01/2021	109,717.15	109,717.15	109,717.15	0.010	0.009	0.010	1
SYS10109	10109	Frost Bank Public Checking	07/01/2021	322,303.96	322,303.96	322,303.96	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>432,021.11</b>	<b>432,021.11</b>	<b>432,021.11</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Lone Star</b>										
108906G	10101	Lone Star Corporate Overnight	12/18/2019	1,427,111.77	1,427,111.77	1,427,111.77	0.060	0.059	0.060	1
108906I	10108	Lone Star Corporate Overnight	02/21/2020	9,164,029.72	9,164,029.72	9,164,029.72	0.060	0.059	0.060	1
108906H	10102	Lone Star Government ON	12/18/2019	1,413,936.47	1,413,936.47	1,413,936.47	0.010	0.009	0.010	1
108906J	10113	Lone Star Government ON	03/12/2020	6,463,182.59	6,463,182.59	6,463,182.59	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>18,468,260.55</b>	<b>18,468,260.55</b>	<b>18,468,260.55</b>		<b>0.038</b>	<b>0.039</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>18,900,281.66</b>	<b>18,900,281.66</b>	<b>18,900,281.66</b>		<b>0.037</b>	<b>0.038</b>	<b>1</b>

**Fund DS - Debt Service Fund  
Investments by Fund  
November 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999918	10023	Frost Bank Public Checking	07/01/2021	4,453.21	4,453.21	4,453.21	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>4,453.21</b>	<b>4,453.21</b>	<b>4,453.21</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Lone Star</b>										
108906B	10032	Lone Star Corporate Overnight	10/22/2015	1,607,865.47	1,607,865.47	1,607,865.47	0.060	0.059	0.060	1
108906C	10089	Lone Star Government ON	08/05/2019	797,744.14	797,744.14	797,744.14	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>2,405,609.61</b>	<b>2,405,609.61</b>	<b>2,405,609.61</b>		<b>0.043</b>	<b>0.043</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>2,410,062.82</b>	<b>2,410,062.82</b>	<b>2,410,062.82</b>		<b>0.043</b>	<b>0.043</b>	<b>1</b>

**Fund GEN - General Fund  
Investments by Fund  
November 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>Frost Bank</b>											
999917	10022	Frost Bank Public Checking	07/01/2021	5,079,898.98	5,079,898.98	5,079,898.98	0.010	0.009	0.010		1
<b>Subtotal and Average</b>				<b>5,079,898.98</b>	<b>5,079,898.98</b>	<b>5,079,898.98</b>		<b>0.010</b>	<b>0.010</b>		<b>1</b>
<b>Federal Agency Coupon Securities</b>											
3130ANDP2	10143	FHLB Call Note	08/18/2021	2,400,000.00	2,400,000.00	2,394,695.59	0.250	0.246	0.250	08/18/2023	625
3130APQM0	10150	FHLB Call Note	11/18/2021	3,000,000.00	3,000,000.00	2,996,280.51	1.000	0.986	1.000	11/18/2024	1,083
3130APQU2	10151	FHLB Call Note	11/22/2021	2,000,000.00	2,000,000.00	1,999,066.58	0.650	0.641	0.650	11/22/2023	721
<b>Subtotal and Average</b>				<b>7,400,000.00</b>	<b>7,400,000.00</b>	<b>7,390,042.68</b>		<b>0.653</b>	<b>0.662</b>		<b>836</b>
<b>Municipal Bonds</b>											
13017YAX7	10133	CA State Education Notes	03/26/2021	1,500,000.00	1,500,000.00	1,500,105.00	0.250	0.246	0.250	12/30/2021	29
186523DZ6	10128	Cleveland TN	11/10/2020	1,170,000.00	1,170,000.00	1,170,000.00	5.000	0.356	0.361	12/01/2021	0
476637AM5	10138	Jersey City NJ Redevelg	05/26/2021	2,926,635.50	2,910,000.00	2,925,888.60	1.500	0.315	0.320	05/26/2022	176
64990FC93	10140	NY State Dorm Authority	06/23/2021	1,000,000.00	1,000,000.00	999,820.00	0.167	0.164	0.167	03/15/2022	104
64971WJ35	10123	NYC Trans Finance Auth	10/13/2020	2,512,446.24	2,500,000.00	2,514,950.00	1.650	0.443	0.449	05/01/2022	151
678720KM4	10145	Oklahoma County OK ISD	09/23/2021	1,103,832.35	1,100,000.00	1,098,746.00	0.500	0.234	0.238	09/01/2023	639
678553AP3	10147	Oklahoma City Econ Dev Trust	09/27/2021	1,036,831.71	1,000,000.00	1,033,610.00	3.204	0.246	0.250	03/01/2023	455
720424D31	10126	Pierce County WA SD	11/02/2020	500,000.00	500,000.00	500,000.00	0.279	0.275	0.278	12/01/2021	0
73358W4V3	10148	Port Authority of NY & NJ	10/15/2021	1,520,792.24	1,505,000.00	1,516,678.80	1.086	0.414	0.420	07/01/2023	577
8717027U4	10141	Syracuse NY	06/30/2021	1,620,120.39	1,580,000.00	1,619,579.00	2.000	0.246	0.249	05/15/2023	530
953107AB5	10142	West Hartford CT	07/08/2021	1,000,000.00	1,000,000.00	997,550.00	0.466	0.459	0.465	07/01/2023	577
<b>Subtotal and Average</b>				<b>15,890,658.43</b>	<b>15,765,000.00</b>	<b>15,876,927.40</b>		<b>0.323</b>	<b>0.327</b>		<b>285</b>
<b>Texpool/Texpool Prime</b>											
999921	10092	Texpool	08/05/2019	10,561,442.77	10,561,442.77	10,561,442.77	0.038	0.037	0.038		1
999920	10034	Texpool Prime	11/03/2015	10,608,860.68	10,608,860.68	10,608,860.68	0.066	0.065	0.066		1
<b>Subtotal and Average</b>				<b>21,170,303.45</b>	<b>21,170,303.45</b>	<b>21,170,303.45</b>		<b>0.052</b>	<b>0.052</b>		<b>1</b>
<b>Lone Star</b>											
108906F	10099	Lone Star Corporate Overnight+	11/18/2019	0.00	0.00	0.00					1
108906	10003	Lone Star Corporate Overnight	11/01/2014	29,339,697.69	29,339,697.69	29,339,697.69	0.060	0.059	0.060		1
108906D	10090	Lone Star Government ON	08/05/2019	11,677,388.25	11,677,388.25	11,677,388.25	0.010	0.009	0.010		1

**Fund GEN - General Fund  
Investments by Fund  
November 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Subtotal and Average</b>				41,017,085.94	41,017,085.94	41,017,085.94		0.045	0.046	1
<b>Total Investments and Average</b>				90,557,946.80	90,432,288.37	90,534,258.45		0.143	0.145	119

**Fund PLAN457 - Plan 457 Fund  
Investments by Fund  
November 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999916	10021	Frost Bank Public Checking	07/01/2021	6,773.45	6,773.45	6,773.45	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>6,773.45</b>	<b>6,773.45</b>	<b>6,773.45</b>	<b>0.010</b>	<b>0.010</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>6,773.45</b>	<b>6,773.45</b>	<b>6,773.45</b>	<b>0.010</b>	<b>0.010</b>		<b>1</b>

**Fund PROP - Proprietary Fund  
Investments by Fund  
November 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Frost Bank</b>										
999919	10024	Frost Bank Public Checking	07/01/2021	828,954.99	828,954.99	828,954.99	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>828,954.99</b>	<b>828,954.99</b>	<b>828,954.99</b>		<b>0.010</b>	<b>0.010</b>	<b>1</b>
<b>Lone Star</b>										
108906A	10025	Lone Star Corporate Overnight	08/05/2015	5,158,547.69	5,158,547.69	5,158,547.69	0.060	0.059	0.060	1
108906E	10091	Lone Star Government ON	08/05/2019	2,757,606.68	2,757,606.68	2,757,606.68	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>7,916,154.37</b>	<b>7,916,154.37</b>	<b>7,916,154.37</b>		<b>0.042</b>	<b>0.043</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>8,745,109.36</b>	<b>8,745,109.36</b>	<b>8,745,109.36</b>		<b>0.039</b>	<b>0.039</b>	<b>1</b>

**Fund QSCB - QSCB - Reserve Fund  
Investments by Fund  
November 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
<b>BNY Mellon</b>											
882521	10014	BNY Mellon - Cash	07/01/2021	53,667.30	53,667.30	53,667.30					1
<b>Subtotal and Average</b>				<b>53,667.30</b>	<b>53,667.30</b>	<b>53,667.30</b>		<b>0.000</b>	<b>0.000</b>		<b>1</b>
<b>Federal Agency Coupon Securities</b>											
3130ANDP2	10144	FHLB Call Note	08/18/2021	2,000,000.00	2,000,000.00	1,995,579.66	0.250	0.246	0.250	08/18/2023	625
<b>Subtotal and Average</b>				<b>2,000,000.00</b>	<b>2,000,000.00</b>	<b>1,995,579.66</b>		<b>0.247</b>	<b>0.250</b>		<b>625</b>
<b>Municipal Bonds</b>											
13017YAX7	10134	CA State Education Notes	03/26/2021	3,000,000.00	3,000,000.00	3,000,210.00	0.250	0.246	0.250	12/30/2021	29
476637AM5	10139	Jersey City NJ Redev Agy	05/26/2021	1,599,089.50	1,590,000.00	1,598,681.40	1.500	0.315	0.320	05/26/2022	176
678720KM4	10146	Oklahoma County OK ISD	09/23/2021	2,006,967.91	2,000,000.00	1,997,720.00	0.500	0.234	0.238	09/01/2023	639
73358W4V3	10149	Port Authority of NY & NJ	10/15/2021	2,526,232.95	2,500,000.00	2,519,400.00	1.086	0.414	0.420	07/01/2023	577
<b>Subtotal and Average</b>				<b>9,132,290.36</b>	<b>9,090,000.00</b>	<b>9,116,011.40</b>		<b>0.303</b>	<b>0.307</b>		<b>340</b>
<b>Total Investments and Average</b>				<b>11,185,957.66</b>	<b>11,143,667.30</b>	<b>11,165,258.36</b>		<b>0.291</b>	<b>0.295</b>		<b>389</b>

**Fund QSCBDS - QSCB - Debt Service  
Investments by Fund  
November 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>BNY Mellon</b>										
882520	10040	BNY Mellon - Cash	07/01/2021	0.00	0.00	0.00				1
<b>Subtotal and Average</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>
<b>Total Investments and Average</b>				<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>0.000</b>	<b>0.000</b>	<b>0</b>

**McAllen ISD**  
**Cash Reconciliation Report**  
**For the Period November 1, 2021 - November 30, 2021**  
**Grouped by Fund**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
<b>Capital Projects Fund</b>											
11/01/2021	10136	CP	Maturity	02088WY12	3,000,000.00	ALPINE 3.0M 0.20% Mat.	11/01/2021	0.00	0.00	3,000,000.00	3,000,000.00
<b>Subtotal</b>								<b>0.00</b>	<b>0.00</b>	<b>3,000,000.00</b>	<b>3,000,000.00</b>
<b>General Fund</b>											
11/01/2021	10123	GEN	Interest	64971WJ35	2,500,000.00	NYTRAN 2.5M 1.65% Mat.	05/01/2022	0.00	20,625.00	0.00	20,625.00
11/01/2021	10135	GEN	Maturity	02088WY12	2,000,000.00	ALPINE 2.0M 0.00% Mat.	11/01/2021	0.00	0.00	2,000,000.00	2,000,000.00
11/18/2021	10150	GEN	Purchase	3130APQM0	3,000,000.00	FHLBC 3.0M 1.00% Mat. 11/18/2024	11/18/2024	-3,000,000.00	0.00	0.00	-3,000,000.00
11/22/2021	10151	GEN	Purchase	3130APQU2	2,000,000.00	FHLBC 2.0M 0.65% Mat. 11/22/2023	11/22/2023	-2,000,000.00	0.00	0.00	-2,000,000.00
<b>Subtotal</b>								<b>-5,000,000.00</b>	<b>20,625.00</b>	<b>2,000,000.00</b>	<b>-2,979,375.00</b>
<b>Total</b>								<b>-5,000,000.00</b>	<b>20,625.00</b>	<b>5,000,000.00</b>	<b>20,625.00</b>

**McAllen ISD**  
**Purchases Report**  
**Sorted by Fund - Fund**  
**November 1, 2021 - November 30, 2021**

CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
<b>General Fund</b>													
3130APQM0	10150	GEN	FAC	FHLBC	3,000,000.00	11/18/2021	05/18 - 11/18	3,000,000.00		1.000	11/18/2024	1.000	3,000,000.00
3130APQU2	10151	GEN	FAC	FHLBC	2,000,000.00	11/22/2021	05/22 - 11/22	2,000,000.00		0.650	11/22/2023	0.650	2,000,000.00
				<b>Subtotal</b>	<b>5,000,000.00</b>			<b>5,000,000.00</b>	<b>0.00</b>				<b>5,000,000.00</b>
				<b>Total Purchases</b>	<b>5,000,000.00</b>			<b>5,000,000.00</b>	<b>0.00</b>				<b>5,000,000.00</b>



**McAllen ISD**  
**Maturity Report**  
**Sorted by Maturity Date**  
**Receipts during November 1, 2021 - November 30, 2021**

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
02088WY12	10135	GEN	ACP	ALPINE	2,000,000.00	11/01/2021	05/05/2021		2,000,000.00	0.00	2,000,000.00	0.00
02088WY12	10136	CP	ACP	ALPINE	3,000,000.00	11/01/2021	05/05/2021	0.200	3,000,000.00	0.00	3,000,000.00	0.00
<b>Total Maturities</b>					<b>5,000,000.00</b>				<b>5,000,000.00</b>	<b>0.00</b>	<b>5,000,000.00</b>	<b>0.00</b>

**McAllen ISD**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**November 1, 2021 - November 30, 2021**  
**Yield on Average Book Value**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Activity Fund</b>												
999915	10020	ACT	LA2	1,862,609.18	1,953,542.60	1,950,511.95		0.010	0.009	14.11	0.00	14.11
			<b>Subtotal</b>	<b>1,862,609.18</b>	<b>1,953,542.60</b>	<b>1,950,511.95</b>			<b>0.009</b>	<b>14.11</b>	<b>0.00</b>	<b>14.11</b>
<b>Fund: Clearing Fund</b>												
999914	10019	CLEAR	LA2	3,105,472.33	5,899,392.50	5,806,262.98		0.010	0.007	34.63	0.00	34.63
			<b>Subtotal</b>	<b>3,105,472.33</b>	<b>5,899,392.50</b>	<b>5,806,262.98</b>			<b>0.007</b>	<b>34.63</b>	<b>0.00</b>	<b>34.63</b>
<b>Fund: Capital Projects Fund</b>												
108906G	10101	CP	RR2	1,427,111.77	1,527,035.94	1,483,705.13		0.060	0.062	75.83	0.00	75.83
108906I	10108	CP	RR2	9,164,029.72	6,463,644.94	7,543,657.77		0.060	0.062	384.78	0.00	384.78
999922	10103	CP	LA2	109,717.15	167,537.14	124,854.55		0.010	0.009	0.92	0.00	0.92
SYS10109	10109	CP	LA2	322,303.96	375,271.71	1,319,379.70		0.010	0.009	9.76	0.00	9.76
108906H	10102	CP	RR2	1,413,936.47	1,578,930.14	1,507,430.35		0.010	0.005	6.33	0.00	6.33
108906J	10113	CP	RR2	6,463,182.59	6,463,155.44	6,463,156.35		0.010	0.005	27.15	0.00	27.15
02088WY12	10136	CP	ACP	0.00	3,000,000.00	0.00	11/01/2021	0.200		0.00	0.00	0.00
			<b>Subtotal</b>	<b>18,900,281.66</b>	<b>19,575,575.31</b>	<b>18,542,183.85</b>			<b>0.033</b>	<b>504.77</b>	<b>0.00</b>	<b>504.77</b>
<b>Fund: Debt Service Fund</b>												
108906B	10032	DS	RR2	1,607,865.47	958,261.68	1,199,053.82		0.060	0.062	61.27	0.00	61.27
999918	10023	DS	LA2	4,453.21	4,372.75	4,238.12		0.010	0.009	0.03	0.00	0.03
108906C	10089	DS	RR2	797,744.14	797,740.79	797,740.90		0.010	0.005	3.35	0.00	3.35
			<b>Subtotal</b>	<b>2,410,062.82</b>	<b>1,760,375.22</b>	<b>2,001,032.84</b>			<b>0.039</b>	<b>64.65</b>	<b>0.00</b>	<b>64.65</b>
<b>Fund: General Fund</b>												
999921	10092	GEN	RRP	10,561,442.77	10,561,112.86	10,561,123.86		0.038	0.038	329.91	0.00	329.91
108906	10003	GEN	RR2	29,339,697.69	33,722,088.40	28,405,946.87		0.060	0.062	1,451.19	0.00	1,451.19
999917	10022	GEN	LA2	5,079,898.98	5,492,159.17	5,478,418.89		0.010	0.010	45.00	0.00	45.00
999920	10034	GEN	RRP	10,608,860.68	10,608,283.84	10,608,303.07		0.066	0.066	576.84	0.00	576.84
3130APQU2	10151	GEN	FAC	2,000,000.00	0.00	600,000.00	11/22/2023	0.650	0.659	325.00	0.00	325.00

**McAllen ISD**  
**Interest Earnings**  
**November 1, 2021 - November 30, 2021**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: General Fund</b>												
3130APQM0	10150	GEN	FAC	3,000,000.00	0.00	1,300,000.00	11/18/2024	1.000	1.014	1,083.33	0.00	1,083.33
3130ANDP2	10143	GEN	FAC	2,400,000.00	2,400,000.00	2,400,000.00	08/18/2023	0.250	0.253	500.00	0.00	500.00
108906D	10090	GEN	RR2	11,677,388.25	11,677,339.21	11,677,340.84		0.010	0.005	49.04	0.00	49.04
64971WJ35	10123	GEN	MC2	2,500,000.00	2,514,935.48	2,513,649.37	05/01/2022	1.650	0.459	3,437.50	-2,489.24	948.26
720424D31	10126	GEN	MC2	500,000.00	500,000.00	500,000.00	12/01/2021	0.279	0.283	116.25	0.00	116.25
186523DZ6	10128	GEN	MC2	1,170,000.00	1,174,510.49	1,172,180.07	12/01/2021	5.000	0.378	4,875.00	-4,510.49	364.51
13017YAX7	10133	GEN	MC2	1,500,000.00	1,500,000.00	1,500,000.00	12/30/2021	0.250	0.253	312.50	0.00	312.50
02088WY12	10135	GEN	ACP	0.00	2,000,000.00	0.00	11/01/2021			0.00	0.00	0.00
476637AM5	10138	GEN	MC2	2,910,000.00	2,929,487.30	2,928,013.87	05/26/2022	1.500	0.326	3,637.50	-2,851.80	785.70
64990FC93	10140	GEN	MC2	1,000,000.00	1,000,000.00	1,000,000.00	03/15/2022	0.167	0.169	139.16	0.00	139.16
8717027U4	10141	GEN	MC2	1,580,000.00	1,622,417.36	1,621,230.59	05/15/2023	2.000	0.252	2,633.33	-2,296.97	336.36
953107AB5	10142	GEN	MC2	1,000,000.00	1,000,000.00	1,000,000.00	07/01/2023	0.466	0.472	388.34	0.00	388.34
678720KM4	10145	GEN	MC2	1,100,000.00	1,104,014.84	1,103,920.55	09/01/2023	0.500	0.304	458.33	-182.49	275.84
678553AP3	10147	GEN	MC2	1,000,000.00	1,039,287.16	1,038,018.51	03/01/2023	3.204	0.251	2,670.00	-2,455.45	214.55
73358W4V3	10148	GEN	MC2	1,505,000.00	1,521,623.41	1,521,193.97	07/01/2023	1.086	0.425	1,362.03	-831.17	530.86
			<b>Subtotal</b>	<b>90,432,288.37</b>	<b>92,367,259.52</b>	<b>86,996,007.13</b>			<b>0.123</b>	<b>24,390.25</b>	<b>-15,617.61</b>	<b>8,772.64</b>
<b>Fund: Plan 457 Fund</b>												
999916	10021	PLAN457	LA2	6,773.45	6,773.40	6,773.40		0.010	0.009	0.05	0.00	0.05
			<b>Subtotal</b>	<b>6,773.45</b>	<b>6,773.40</b>	<b>6,773.40</b>			<b>0.009</b>	<b>0.05</b>	<b>0.00</b>	<b>0.05</b>
<b>Fund: Proprietary Fund</b>												
108906A	10025	PROP	RR2	5,158,547.69	2,858,355.19	3,778,361.61		0.060	0.062	192.50	0.00	192.50
999919	10024	PROP	LA2	828,954.99	2,101,729.62	2,059,304.34		0.010	0.007	11.58	0.00	11.58
108906E	10091	PROP	RR2	2,757,606.68	2,757,595.10	2,757,595.49		0.010	0.005	11.58	0.00	11.58
			<b>Subtotal</b>	<b>8,745,109.36</b>	<b>7,717,679.91</b>	<b>8,595,261.43</b>			<b>0.031</b>	<b>215.66</b>	<b>0.00</b>	<b>215.66</b>
<b>Fund: QSCB - Reserve Fund</b>												
882521	10014	QSCB	LA1	53,667.30	53,667.30	53,667.30				0.00	0.00	0.00
3130ANDP2	10144	QSCB	FAC	2,000,000.00	2,000,000.00	2,000,000.00	08/18/2023	0.250	0.253	416.67	0.00	416.67
13017YAX7	10134	QSCB	MC2	3,000,000.00	3,000,000.00	3,000,000.00	12/30/2021	0.250	0.253	625.00	0.00	625.00
476637AM5	10139	QSCB	MC2	1,590,000.00	1,600,647.70	1,599,842.63	05/26/2022	1.500	0.326	1,987.50	-1,558.20	429.30
678720KM4	10146	QSCB	MC2	2,000,000.00	2,007,299.71	2,007,128.28	09/01/2023	0.500	0.304	833.33	-331.80	501.53
73358W4V3	10149	QSCB	MC2	2,500,000.00	2,527,613.64	2,526,900.28	07/01/2023	1.086	0.425	2,262.50	-1,380.69	881.81
			<b>Subtotal</b>	<b>11,143,667.30</b>	<b>11,189,228.35</b>	<b>11,187,538.49</b>			<b>0.310</b>	<b>6,125.00</b>	<b>-3,270.69</b>	<b>2,854.31</b>

**McAllen ISD**  
**Interest Earnings**  
**November 1, 2021 - November 30, 2021**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
			<b>Total</b>	136,606,264.47	140,469,826.81	135,085,572.07			0.112	31,349.12	-18,888.30	12,460.82

**McAllen ISD**  
**Amortization Schedule**  
**November 1, 2021 - November 30, 2021**  
**Sorted By Fund - Fund**

Investment #	Maturity Date	Beginning Par Value				Amounts Amortized				
Issuer	Fund	Amort. Date	Current Rate	Purchase Principal	Original Premium or Discount	Ending Book Value	And Unamortized As of 11/01/2021	Amount Amortized This Period	Amt Amortized Through 11/30/2021	Amount Unamortized Through 11/30/2021
<b>General Fund</b>										
10128	GEN	12/01/2021	1,170,000.00	1,227,283.20	57,283.20	1,170,000.00	-52,772.71	-4,510.49	-57,283.20	0.00
	Cleveland TN		5.000				4,510.49			
10138	GEN	05/26/2022	2,910,000.00	2,944,221.60	34,221.60	2,926,635.50	-14,734.30	-2,851.80	-17,586.10	16,635.50
	Jersey City NJ Redev Agy		1.500				19,487.30			
10123	GEN	05/01/2022	2,500,000.00	2,546,300.00	46,300.00	2,512,446.24	-31,364.52	-2,489.24	-33,853.76	12,446.24
	NYC Trans Finance Auth		1.650				14,935.48			
10145	GEN	09/01/2023	1,100,000.00	1,104,246.00	4,246.00	1,103,832.35	-231.16	-182.49	-413.65	3,832.35
	Oklahoma County OK ISD		0.500				4,014.84			
10147	GEN	03/01/2023	1,000,000.00	1,042,070.00	42,070.00	1,036,831.71	-2,782.84	-2,455.45	-5,238.29	36,831.71
	Oklahoma City Econ Dev Trust		3.204				39,287.16			
10148	GEN	07/01/2023	1,505,000.00	1,522,066.70	17,066.70	1,520,792.24	-443.29	-831.17	-1,274.46	15,792.24
	Port Authority of NY & NJ		1.086				16,623.41			
10141	GEN	05/15/2023	1,580,000.00	1,631,681.80	51,681.80	1,620,120.39	-9,264.44	-2,296.97	-11,561.41	40,120.39
	Syracuse NY		2.000				42,417.36			
			<b>Subtotal</b>	<b>12,017,869.30</b>	<b>252,869.30</b>	<b>11,890,658.43</b>	<b>-111,593.26</b>	<b>-15,617.61</b>	<b>-127,210.87</b>	<b>125,658.43</b>
							<b>141,276.04</b>			
<b>QSCB - Reserve Fund</b>										
10139	QSCB	05/26/2022	1,590,000.00	1,608,698.40	18,698.40	1,599,089.50	-8,050.70	-1,558.20	-9,608.90	9,089.50
	Jersey City NJ Redev Agy		1.500				10,647.70			
10146	QSCB	09/01/2023	2,000,000.00	2,007,720.00	7,720.00	2,006,967.91	-420.29	-331.80	-752.09	6,967.91
	Oklahoma County OK ISD		0.500				7,299.71			
10149	QSCB	07/01/2023	2,500,000.00	2,528,350.00	28,350.00	2,526,232.95	-736.36	-1,380.69	-2,117.05	26,232.95
	Port Authority of NY & NJ		1.086				27,613.64			
			<b>Subtotal</b>	<b>6,144,768.40</b>	<b>54,768.40</b>	<b>6,132,290.36</b>	<b>-9,207.35</b>	<b>-3,270.69</b>	<b>-12,478.04</b>	<b>42,290.36</b>
							<b>45,561.05</b>			
			<b>Total</b>	<b>18,162,637.70</b>	<b>307,637.70</b>	<b>18,022,948.79</b>	<b>-120,800.61</b>	<b>-18,888.30</b>	<b>-139,688.91</b>	<b>167,948.79</b>
							<b>186,837.09</b>			

**McAllen ISD**  
**Projected Cashflow Report**  
**Sorted by Monthly**  
**For the Period December 1, 2021 - June 30, 2022**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
<b>December 2021</b>										
12/01/2021	10126	GEN	720424D31	Maturity	Pierce County WA SD	500,000.00	500,000.00	500,000.00	697.50	500,697.50
12/01/2021	10128	GEN	186523DZ6	Maturity	Cleveland TN	1,170,000.00	1,227,283.20	1,170,000.00	29,250.00	1,199,250.00
12/30/2021	10133	GEN	13017YAX7	Maturity	CA State Education Notes	1,500,000.00	1,500,000.00	1,500,000.00	2,854.17	1,502,854.17
12/30/2021	10134	QSCB	13017YAX7	Maturity	CA State Education Notes	3,000,000.00	3,000,000.00	3,000,000.00	5,708.33	3,005,708.33
<b>Total for December 2021</b>						<b>6,170,000.00</b>	<b>6,227,283.20</b>	<b>6,170,000.00</b>	<b>38,510.00</b>	<b>6,208,510.00</b>
<b>January 2022</b>										
01/01/2022	10148	GEN	73358W4V3	Interest	Port Authority of NY & NJ	0.00	0.00	0.00	8,172.15	8,172.15
01/01/2022	10149	QSCB	73358W4V3	Interest	Port Authority of NY & NJ	0.00	0.00	0.00	13,575.00	13,575.00
<b>Total for January 2022</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>21,747.15</b>	<b>21,747.15</b>
<b>February 2022</b>										
02/18/2022	10143	GEN	3130ANDP2	Interest	FHLB Call Note	0.00	0.00	0.00	3,000.00	3,000.00
02/18/2022	10143	GEN	3130ANDP2	Call	FHLB Call Note	2,400,000.00	2,400,000.00	2,400,000.00	0.00	2,400,000.00
02/18/2022	10144	QSCB	3130ANDP2	Interest	FHLB Call Note	0.00	0.00	0.00	2,500.00	2,500.00
02/18/2022	10144	QSCB	3130ANDP2	Call	FHLB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	0.00	2,000,000.00
02/18/2022	10150	GEN	3130APQM0	Call	FHLB Call Note	3,000,000.00	3,000,000.00	3,000,000.00	0.00	3,000,000.00
02/22/2022	10151	GEN	3130APQU2	Call	FHLB Call Note	2,000,000.00	2,000,000.00	2,000,000.00	0.00	2,000,000.00
<b>Total for February 2022</b>						<b>9,400,000.00</b>	<b>9,400,000.00</b>	<b>9,400,000.00</b>	<b>5,500.00</b>	<b>9,405,500.00</b>
<b>March 2022</b>										
03/01/2022	10147	GEN	678553AP3	Interest	Oklahoma City Econ Dev Trust	0.00	0.00	0.00	16,020.00	16,020.00
03/15/2022	10140	GEN	64990FC93	Maturity	NY State Dorm Authority	1,000,000.00	1,000,000.00	1,000,000.00	1,215.39	1,001,215.39
<b>Total for March 2022</b>						<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>1,000,000.00</b>	<b>17,235.39</b>	<b>1,017,235.39</b>
<b>May 2022</b>										
05/01/2022	10123	GEN	64971WJ35	Maturity	NYC Trans Finance Auth	2,500,000.00	2,546,300.00	2,500,000.00	20,625.00	2,520,625.00
05/15/2022	10141	GEN	8717027U4	Interest	Syracuse NY	0.00	0.00	0.00	27,650.00	27,650.00
05/18/2022	10150	GEN	3130APQM0	Interest	FHLB Call Note	0.00	0.00	0.00	15,000.00	15,000.00
05/22/2022	10151	GEN	3130APQU2	Interest	FHLB Call Note	0.00	0.00	0.00	6,500.00	6,500.00
05/26/2022	10138	GEN	476637AM5	Maturity	Jersey City NJ Redeve Agy	2,910,000.00	2,944,221.60	2,910,000.00	43,650.00	2,953,650.00
05/26/2022	10139	QSCB	476637AM5	Maturity	Jersey City NJ Redeve Agy	1,590,000.00	1,608,698.40	1,590,000.00	23,850.00	1,613,850.00

**McAllen ISD**  
**Projected Cashflow Report**  
**For the Period December 1, 2021 - June 30, 2022**

Projected Trans. Date	Investment #	Fund	Security ID	Transaction Type	Issuer	Par Value	Original Cost	Principal	Interest	Total
<b>Total for May 2022</b>						<b>7,000,000.00</b>	<b>7,099,220.00</b>	<b>7,000,000.00</b>	<b>137,275.00</b>	<b>7,137,275.00</b>
<b>GRAND TOTALS:</b>						<b>23,570,000.00</b>	<b>23,726,503.20</b>	<b>23,570,000.00</b>	<b>220,267.54</b>	<b>23,790,267.54</b>

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**Patterson & Associates**  
Barton Oaks Plaza  
Building II  
901 S. MoPac, Suite 195  
Austin, TX 78746  
800.817.2442

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:** 

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



**73** \_\_\_\_\_  
**Superintendent of Schools**

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
 MCALLEN I.S.D. TAXES COLLECTED FOR:  
 NOVEMBER 2021

**COMPARATIVE RATE OF COLLECTIONS**

MCALLEN I.S.D. SML - 47	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2021/2022	COLLECTED 2020/2021
2021 TAX ROLL	90,489,805.41	9,219,958.28	-	2,691,414.21	83,961,261.34	9.89%	8.81%
2020 & PRIOR YRS	7,560,005.85	1,570,096.74	(107,522.35)	(295,179.86)	5,587,206.90	21.94%	19.25%
ROLLBACK	50,678.80	37,960.60	-	-	12,718.20	74.90%	27.84%
<b>TOTALS</b>	<b>98,100,490.06</b>	<b>10,828,015.62</b>	<b>(107,522.35)</b>	<b>2,396,234.35</b>	<b>89,561,186.44</b>		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF NOVEMBER 2021**

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	8,107,763.83	(193,264.50) CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	409,921.43	(12,731.37) PRIOR
PRIOR YEARS-P&I	107,813.20	
ROLLBACK	7,745.79	- ROLLBACK
ROLLBACK P&I		
ATTORNEY FEES	76,737.99	PURGED
<b>TOTAL COLLECTIONS</b>	<b>8,709,982.24</b>	<b>(205,995.87)</b>
LESS TRANSFERRED	5,435,228.90	
LESS IN TRANSIT	3,261,014.08	
LESS DUE TO HCAD COMM FEES	544.26	
LESS DUE TO CO TREASURER	13,195.00	
<b>BALANCE</b>	<b>(0.00)</b>	

\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE MCALLEN I.S.D., DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF NOVEMBER IS CORRECT.

*Pablo (Paul) Villarreal Jr.*  
 \_\_\_\_\_  
 ASSESSOR-COLLECTOR OF TAXES FOR MCALLEN I.S.D., TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS Tenth DAY OF DECEMBER 2021 A.D.

*Jose Edgar Jaramillo*  
 \_\_\_\_\_  
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:** *Maribelle Elizondo*  
Maribelle Elizondo (Jan 4, 2022 14:43 CST)

**SUPERVISOR:** *Rosalba De Hoyos*

**Approved for presentation to the Board of Education:**

*J. Adansby*

75  
**Superintendent of Schools**

Evaluation Matrix

2022-1021 RFQ - Legal Services for Special Education, Section 504 of the Rehabilitation Act, and Dyslexia

No	Criteria	Max. Pts. 100	Buechler & Associates	Eichelbaum Wardell Hansen Powell & Munoz, P.C.	OHanlon Demerath & Castillo	Schulman, Lopez, Hoffer & Adelstein, LLP	Walsh Gallegos Trevino Russo & Kyle P.C.
	<b>Total Points</b>	<b>100</b>	<b>91</b>	<b>89</b>	<b>85</b>	<b>78</b>	<b>76</b>
	<b>Ranking</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>1</b>	<b>Price</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	N/A						
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>14</b>	<b>16</b>	<b>16</b>
	State Bar/Good Standing (Attribute #2)	10	10	10	10	10	10
			<i>submitted State Bar</i>	<i>submitted State Bar</i>	<i>submitted State Bar</i>	<i>submitted State Bar</i>	<i>submitted State Bar</i>
	References ( references, 2 pts each)	6	6	6	4	6	6
			<i>excellent references</i>	<i>excellent references</i>	<i>one reference letter is a duplicate (2 out of 3)</i>	<i>excellent references</i>	<i>excellent references</i>
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>30</b>	<b>24.41</b>	<b>22.65</b>	<b>25.31</b>	<b>11.58</b>	<b>14.05</b>
	Number of years firm has been in practice (Attribute #1.2)	10	6	8	6	2	8
	<i>(1-10 (2pts); 11-20 (4pts); 21-30(6 pts); 31-40 (8 pts); 40+(10pts)</i>		<i>29 years</i>	<i>34.5 years</i>	<i>27 years</i>	<i>10 years</i>	<i>38 years</i>
	Experience with Firm (Employee) (Attribute #1.2)	10	10	8.97	9.31	3.45	2.41
	<i>weighted distribution based on average years</i>						
	Experience with Industry (Employee) (Attribute #1.3)	10	8.41	5.68	10	6.14	3.64
	<i>weighted distribution based on average years</i>						
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>45</b>	<b>50</b>	<b>45</b>
	SpEd Law Experience (Attribute #1.2)	35	35	35	35	35	35
			<i>Special Ed, Disability, Civil Rights</i>	<i>Special Ed, Disability, Civil Rights</i>	<i>Special Ed, Disability, Civil Rights</i>	<i>Special Ed, Disability, Civil Rights, Litigation, TEA and OCR Investigations, Due Process Hearings and Mediations</i>	<i>Special Ed, Disability, Civil Rights</i>
	Attorneys available to service (Attribute #2)	5	5	5	5	5	5
			<i>2 attorneys listed</i>	<i>6 attorneys listed</i>	<i>3 attorneys listed</i>	<i>7 attorneys listed</i>	<i>2 attorneys listed</i>
	Experience with other Districts	10	10	10	5	10	5
	<i>1-5 (5pts); 6-10 (10 pts)</i>		<i>10 districts listed</i>	<i>10 districts listed</i>	<i>5 districts / 1 coop</i>	<i>6 districts listed</i>	<i>5 districts listed</i>
<b>5</b>	<b>Past Relationship with District</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<i>Past experience = 1 pt; No experience/Negative experience = 0</i>	1	<i>Current vendor</i>	<i>Current Vendor</i>	<i>Current Vendor</i>	<i>Not District Vendor</i>	<i>Current Vendor</i>
<b>6</b>	<b>HUB</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<i>Yes = 1; No = 0</i>	1	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	N/A	0	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>	<i>N/A</i>
<b>8</b>	<b>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</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<i>Texas Vendor or Employs 500+ in Texas = 1; Out of State Vendor = 0</i>	1	<i>TX</i>	<i>TX</i>	<i>TX</i>	<i>TX</i>	<i>TX</i>
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>
	<i>Special knowledge/skilles (Attribute #1.5)</i>	1	<i>70</i>	<i>0</i>	<i>1</i>	<i>0</i>	<i>1</i>

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:**   
Jose Silva (Jan 6, 2022 16:49 CST)

**SUPERVISOR:**   
Jose Silva (Jan 6, 2022 16:49 CST)

**Approved for presentation to the Board of Education:**



77  
**Superintendent of Schools**

**MCALLEN INDEPENDENT SCHOOL DISTRICT**  
**CONTRACT NO. 2022-123 Insight Public Sector, Inc through Interlocal Cooperative Agreement**  
**No. 2020-001**

This Contract, dated December 15, 2021, is made and entered into effective by and between **McAllen Independent School District** (hereinafter referred to as "District") and **Insight Public Sector, Inc.** an Arizona corporation (hereinafter referred to as "Contractor") effective as of the date of execution (the "Commencement Date") by the District as shown on the signatory page of this Contract.

**WITNESSETH:**

**WHEREAS**, District is a party/member to an Interlocal Cooperative Agreement with Omnia Partners (the "Cooperative");

**WHEREAS**, through the Cooperative, District may award contract(s) to Cooperative awarded vendors;

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

**WHEREAS**, District requested quotes from vendors, more particularly described on Exhibit A attached hereto;

**WHEREAS**, Contractor submitted a quote in response to the needs of the District;

**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; and

**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" – Contractor's Services/Fees
- C. Exhibit "B" – Contractor's Certificate of Insurance
- D. Exhibit "C" – Payment and Performance Bonds

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 Workers' Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - \$500,000
- B. Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate
- C. 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. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY)

D. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.

E. 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 B.

### **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 "A" 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 May 30, 2022. 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 2 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:                Insight Public Sector, Inc.  
     Attn: Lisanne Steinheiser, Global Compliance Officer and Assistant Secretary  
     6820 S. Harl Ave  
     Tempe, AZ 85283

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 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 PRONOUNS**

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.

## **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 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, 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 (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this

Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**28. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES (SB 13)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**29. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES (SB 19)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This verification is not required for an agreement with a sole-source provider; or a governmental entity that does not receive bids from a company that is able to provide this verification.

**30. 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 sanction's 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.

**31. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS**

Contractor shall comply with all requirements on [Part 3.2 – Compliance Requirements](#).

**32. 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.

**33. 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.

**34. 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.

**35. 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 \_\_\_\_\_  
Date

**DISTRICT:**

McAllen Independent School District

By: \_\_\_\_\_  
Sam Saldivar Jr.  
Board of Trustees, President

Vendor

By: *Lisanne Steinheiser*  
\_\_\_\_\_  
Lisanne Steinheiser  
Global Compliance Officer and Assistant Secretary

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

**EXHIBIT A**  
**Contractor Services /Fees**

November 22, 2021

Omnia Partners 440006644  
(RFP2000001701)  
Statement of Work # 39371

**Access Control Project**

**1. PARTIES**

**“Insight”**

Insight Public Sector, Inc.  
13755 Sunrise Valley Drive, Suite 750  
Herndon, VA 20171  
Attn: Steven Capps

**“Client”**

McAllen ISD  
2000 N. 23<sup>rd</sup> Street  
McAllen, TX 78501  
Attn: Judith Escamilla

**2. SCOPE OF SERVICES**

Insight is pleased to perform the following services (“Services”) under the terms and conditions of this SOW. Insight is providing the Services, and Innovaera Inc. DBA SuperNova (License # B15604) (“Consultant”) shall perform for Client the following Services, as described in further detail below under the terms and conditions of this SOW.

**2.1. Service Description**

The following is a high-level description of the Services Insight will provide:

- Install access control/cameras under licensed Consultant

**2.1.1. Scope and Approach**

Insight will perform the following Services:

**Site Overview**

This Scope of Work relates to the following buildings:

**Fossum**

- Install 3 Kanteck KT1 controllers
- Install 2 Axis M3066-V cameras
- Install 1 Axis A8207-VE MkII video station
- Install 3 Axis camera licenses
- Install 1 double door aluminum/glass outdoor exit push bar
- Install 1 single door aluminum/glass outdoor exit push bar
- Install 1 double door aluminum/glass indoor exit push bar
- Install 5 door contacts
- Install 3 card readers
- Install 5 power supplies
- Install 1 door station
- Install 5 exit devices
- Install all data and power cabling
- Install required conduit

**Cathey:**

- Install 3 Kanteck KT1 controllers
- Install 2 Axis M3066-V cameras
- Install 1 Axis A8207-VE MkII video station
- Install 3 Axis camera license
- Install 2 single door aluminum/glass outdoor exit push bars
- Install 1 double door aluminum/glass indoor exit push bar
- Install 4 door contacts
- Install 3 card readers
- Install 4 power supplies
- Install 1 door station
- Install 4 exit devices
- Install pedestal
- Install all data and power cabling
- Install required conduit

**Morris:**

- Install 3 Kanteck KT1 controllers
- Install 2 Axis M3066-V cameras
- Install 1 Axis A8207-VE MkII video station
- Install 3 Axis camera licenses
- Install 1 single door aluminum/Glass outdoor exit push bar
- Install 1 double solid metal door outdoor exit push bar
- Install 1 wood hollow door electric strike
- Install 4 door contacts
- Install 3 card readers
- Install 3 power supplies
- Install 1 door station
- Install 3 exit devices
- Install all data and power cabling
- Install required conduit

**Brown:**

- Install 3 Kanteck KT1 controllers
- Install 2 Axis M3066-V cameras
- Install 1 Axis A8207-VE MkII video station
- Install 3 Axis camera licenses
- Install 2 double door aluminum/glass outdoor exit push bars
- Install 1 single solid metal door indoor electric strike
- Install 5 door contacts
- Install 3 card readers
- Install 4 power supplies

- Install 1 door station
- Install 4 exit devices
- Install all data and power cabling
- Install required conduit

**Travis:**

- Install 3 Kanteck KT1 controllers
- Install 2 Axis M3066-V cameras
- Install 1 Axis A8207-VE MkII video station
- Install 3 Axis camera licenses
- Install 2 double door aluminum/glass outdoor exit push bars
- Install 1 double door aluminum/glass indoor push bar
- Install 1 pedestal card reader outdoor
- Install 6 door contacts
- Install 3 card readers
- Install 6 door power supplies
- Install 1 door station
- Install 6 exit devices
- Install 1 pedestal
- Install all data and power cabling
- Install Required conduit

**De Leon:**

- Install 3 Kanteck KT1 controllers
- Install 2 Axis M3066-V camera
- Install 1 Axis A8207-VE MkII video station
- Install 3 Axis camera licenses
- Install 1 double door aluminum/glass outdoor exit push bar
- Install 1 single solid metal door push bar exit
- Install 1 wood hollow door indoor electric strike
- Install 4 door contacts
- Install 3 card readers
- Install 3 power supplies
- Install 1 door station
- Install 3 exit devices
- Install all data and power cabling
- Install required conduit

**Physical Security**

- Perform site survey
- Create site diagram to include camera and field of view
- Install cabling for cameras
- Provide and install camera

- Focus camera
- Add camera to the network
- Install access control
- Install door strike
- Add to network

### **2.1.2. Location**

Performance of the Services will be onsite.

- 2000 N. 23<sup>rd</sup> Street, McAllen, TX 78501

## **2.2. Project Management**

Insight will provide the following project management and technical direction:

### **Project Manager**

- Serve as the primary point of contact on all project issues, needs, and concerns
- Provide team leadership and guidance
- Facilitate kickoff meeting to review scope and project expectations, discuss IT infrastructure design, assess Client readiness (hardware, software, infrastructure pre-requisites, etc.), discover any possible problems/risks, formulate an appropriate work breakdown structure for primary project tasks, and create project timeline/schedule (including potential downtimes and maintenance windows)
- In conjunction with Client, measure and communicate weekly progress against mutually agreed-upon milestones
- Maintain a project log proactively to identify and communicate key decisions made, action items to be completed, risks/issues that may impact scope, schedule, and lessons learned; and mitigate and/or escalate any critical risks or issues under Insight's control, as needed
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Schedule and conduct project team update/status meetings
- Prepare written status reports for Client at mutually agreed-upon intervals
- Monitor, manage, and communicate changes to the project's scope, budget, schedule, and resources; complete Change Request (CR) documentation as required; and obtain signed CRs for mutually agreed upon changes
- Facilitate closeout meeting, as needed

## **2.3. Deliverables**

Deliverables, if any, will be agreed upon by both parties in writing.

## **2.4. Insight Responsibilities**

Insight is responsible for the following:

1. Insight will perform the Services using the cabling best practices listed in the Attachments.
2. Unless requested by Client, the assigned cabling project manager will not be staffed fulltime at Client site; however, he or she is responsible for the overall progress and satisfaction of the project and should be Client's primary point of contact for all project issues, needs or concerns.

3. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

## **2.5. Client Responsibilities**

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time may be required.

Client is responsible for the following:

1. Client will provide approval for cable termination locations prior to Insight starting work.
2. Client will be responsible for disposal or recycling of the cardboard, pallet, and other waste from the shipments and installation. Insight technicians will move such waste to a Client-defined location on the premises.
3. Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by Insight.
4. If applicable, Client will provide site contacts for each Client location. Each such contact will provide Insight with sufficient detail regarding his/her site, and will coordinate or perform required onsite work, as reasonably requested by Insight and Client IT, for the duration of the project.
5. Client will provide Insight the necessary access to internal experts, location(s), critical systems, applications, workspace, and equipment (telephones, LAN connectivity, printer access, passwords, keys, etc., as applicable) required at each field location to complete the project. Access to Client systems will be provided to Insight via either onsite direct access or remote/VPN access. If Client does not allow remote/VPN access to Client systems and remote work is necessary, then Client will make local resources available to be utilized by Insight to accommodate for this lack of access. If Client cannot provide access or local resources, then additional project duration, labor hours, travel expenses, and other costs may be incurred and due to Insight by Client.
6. Client will provide the necessary hardware, software, tools, and permits required for the successful completion of the project prior to Insight's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements.
7. Client is responsible for all product and material, including distribution and transport of Client-owned product and material, unless otherwise specified in writing. Product and material are defined as any items purchased, owned and/or provided by Client (or others) that Insight is required to use for fulfillment of any Services described herein.
8. Client is responsible for providing adequate and secure onsite storage for all Client-owned product and material unless otherwise specified in writing.
9. If applicable, Client will be responsible for: (a) back-up and/or data migration of existing data unless otherwise agreed to by Insight; (b) computer system and network designs; and (c) component selection as it relates to the performance of the computer system and/or the network.
10. Client is responsible for maintaining physical, electronic, and procedural controls to ensure the confidentiality, integrity, and availability of Client's information on all applicable Client computing systems used to store or transmit Client's information, in accordance with current applicable industry standards and best practices.
11. Client is responsible for managing and maintaining: (a) reasonable firewalls and, if appropriate, encryption; (b) regular back-ups of Client's information; and (c) least-privileged-based access controls (including provisioning, de-provisioning, authentication, authorization, and accountability controls).

12. Client and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Insight, (b) provide input throughout the project and will review progress at review meetings requested by Insight; and (c) provide Insight with access to all of Client's information, documentation and technology, necessary for Insight to perform the Services, including a list of all Client and third-party contacts necessary for Insight to do so. Such cooperation, input, access, and license are critical to this project, and Client's representation at all review meetings is essential. If applicable, Insight is hereby granted and shall have a nonexclusive, royalty-free license, during the term of the Services, to access and use the Client Technology solely for the purposes of delivering the Services to Client. "Client Technology" shall mean any intellectual property owned by Client that will be used by Insight in performing the Services under this SOW.

## **2.6. Project-Specific Assumptions**

The estimated duration and associated fees presented in this SOW are based on the following assumptions. Should any element(s) of these be lacking during execution of the Services, additional time may be required.

1. Estimated Duration outlined in this SOW is for Services only and does not include material delivery lead time.
2. All products are provided by Insight "as is." Insight makes no representation, guarantee, or warranty, express or implied, with respect to any products. Insight will transfer to Client, to the extent transferable, whatever transferable warranties and indemnities Insight receives from the manufacturer of the Products, as indicated below.
  - a. Kantech Equipment Warranty.
    - i 5-year warranty on our controllers and limited lifetime on card readers.
  - b. Axis Camera Warranty.
    - i Axis 5-year warranty service free of charge.
    - ii Valid for purchases shipped from Axis to the original purchaser on or after 1 April 2020
  - c. Insight's Services Warranty includes the dispatch of resources to replace any equipment that fails within 30 days of the installation date.
3. Insight will supply marked-up prints with drop locations and a corresponding cable schedule. Insight has reviewed these prints and cable schedule for accuracy. Deviation from these prints or the cable schedule is not acceptable unless prior approval is received from the Insight project manager. If a drop location appears to be unworkable, the Insight project manager should be notified immediately via fax or email.
4. Drop location and drop count are controlled by Insight. Drops may not be relocated without written approval from Insight. If a Client employee requests a change, he or she must be referred to the Insight project manager.
5. All material supplied by Insight that is unused at the completion of the project must be returned, including scrap wire.
6. All requests for additional material must be submitted via fax or email for a T&M project and via signed CR for a fixed fee project.
7. If applicable, any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
8. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
9. The following are considered out-of-scope and are not part of the Services:
  - a. Moving/relocation of Client-owned hardware/active components (unless specifically detailed in Scope and Approach as part of the SOW Services)

- b. Cable removal (unless specifically detailed in Scope and Approach as part of the SOW Services)
- c. Electrical installation or remediation (unless specifically detailed in Scope and Approach as part of the SOW Services)
- d. Union labor (unless specifically detailed in Scope and Approach as part of the SOW Services)
- e. Drilling/coring through rooftops
- f. Ceiling projectors Wireless Access Points, IP-based cameras/housings or TV mounts
- g. Multimedia or A/V cabling
- h. Cable basket tray
- i. Conduit installation
- j. New racks/cabinets to support equipment
- k. Lifts
- l. Network equipment, access points, or mounting hardware
- m. Configuration of equipment
- n. Staging and/or freight
- o. Permits
- p. Relabeling of existing patch cables
- q. Data wiping or boxing of old equipment
- r. Formal user training

## **2.7. Change Request Procedure**

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as an Attachment. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Note: When contract 4400006644 (RFP2000001701) expires, no Change Requests for additional Services will be accepted.

## **3. SCHEDULE**

### **3.1. Start Date**

The project start date will be mutually determined upon receipt of a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

If Client causes any delays to the delivery start date, which was agreed upon by both parties in writing (email is acceptable), the delays and changes will be defined and communicated through the Change Request process described in this SOW.

Services will be performed over a consecutive timeframe unless otherwise provided herein. If Client requests or causes a change in the schedule that prohibits Services from being delivered in a consecutive timeline, an additional lead time of 20 business days (from written confirmation to resume Services) may be required, and new resources may be assigned.

### 3.2. Estimated Duration

The Services' duration will be approximately 24 week(s).

## 4. PRICING/INVOICING

### 4.1. Fixed Fee

As consideration to Insight for performance of the Services, Client shall pay Insight the following fixed fee:

#### Fossum

Services Category	Insight List Price	Minimum Contract Discount	Maximum Contract Price	Actual Fixed Fee
Consulting Services	\$41,847.62	15%	\$35,570.48	\$26,070.77
			<b>Total Fixed Fee</b>	<b>\$26,070.77</b>

#### Cathey

Services Category	Insight List Price	Minimum Contract Discount	Maximum Contract Price	Actual Fixed Fee
Consulting Services	\$30,547.10	15%	\$25,965.04	\$19,066.53
			<b>Total Fixed Fee</b>	<b>\$19,066.53</b>

#### Morris

Services Category	Insight List Price	Minimum Contract Discount	Maximum Contract Price	Actual Fixed Fee
Consulting Services	\$39,927.62	15%	\$33,938.48	\$24,929.53
			<b>Total Fixed Fee</b>	<b>\$24,929.53</b>

#### Brown

Services Category	Insight List Price	Minimum Contract Discount	Maximum Contract Price	Actual Fixed Fee
Consulting Services	\$42,089.66	15%	\$35,776.21	\$26,280.53
			<b>Total Fixed Fee</b>	<b>\$26,280.53</b>

#### Travis

Services Category	Insight List Price	Minimum Contract Discount	Maximum Contract Price	Actual Fixed Fee
Consulting Services	\$35,371.66	15%	\$30,065.91	\$22,081.53
			<b>Total Fixed Fee</b>	<b>\$22,081.53</b>

#### De Leon

Services Category	Insight List Price	Minimum Contract Discount	Maximum Contract Price	Actual Fixed Fee
Consulting Services	\$34,216.22	15%	\$29,083.79	\$21,359.53
		95	<b>Total Fixed Fee</b>	<b>\$21,359.53</b>

The total amount paid to Insight will not exceed the total fixed fee without the prior written approval of Client. Client will reimburse Insight for travel expenses, if any are required. Travel expenses will not exceed GSA rates.

Client will reimburse Insight for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Insight with the proper documentation required by the taxing jurisdiction where the services are performed.

#### **4.1.1. Invoicing**

Insight will invoice Client monthly for Services performed based upon a percentage complete plus any travel-related expenses and taxes incurred (if applicable).

#### **4.2. Pricing Notes**

1. Pricing is valid for 30 days from the date of this SOW.
2. Pricing and estimated time to complete this engagement are based upon Client providing necessary access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project. Any additional requirements, including without limitation, additional screening, background check, vaccination or covid-related requests and other out-of-scope or previously undisclosed resource-related requests may result in Service commencement or completion delays and additional fees.
3. If an Insight resource arrives on site per an agreed-upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, applicable travel expenses will be incurred. Insight will have 10 business days to schedule the return visit, if required.
4. Insight is not responsible for delays or repeated tasks caused by factors outside Insight's control. These factors include, but are not limited to, availability of Client personnel, equipment, and facilities.
5. In order for Insight to accept Purchase Orders against this contract, Client must be registered with the Omnia. Registration can be completed by going to <https://www.omniapartners.com/publicsector>.

### **5. SPECIAL TERMS AND CONDITIONS**

#### **5.1. Order of Precedence**

Where the terms and conditions of this SOW conflict with the terms and conditions of the Omnia Partners Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) shall prevail.

#### **5.2. Project Kickoff**

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

#### **5.3. Business Hours**

Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an 8-hour day, Monday through Friday, excluding designated Insight Holidays.

#### **5.4. Travel Expenses**

Travel-related expenses will be billed at rates not to exceed GSA rates. Customary expenses include, but are not limited to, airfare, taxi, hotel, car rental, daily per diem, and miscellaneous transportation costs (gasoline, parking, tolls, etc.).

### **5.5. Constraints**

Work that is not included in the Scope section is considered to be out of scope. Any out-of-scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

### **5.6. Acceptance**

After Insight delivers a Service or Deliverable to Client, if such Service or Deliverable does not substantially conform to the requirements in the applicable SOW, then Client must provide Insight with written notice adequately detailing such non-conformance no later than 5 days following the date such Service or Deliverable was provided to Client. If Client fails to provide notice within this 5-day period, the Service and Deliverable will be deemed accepted.

### **5.7. Reference**

Insight may use the Services as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Client.

### **5.8. Case Study**

Insight may ask Client to serve as an account case study for Insight. If Client agrees, Insight will prepare a marketing release for publication of non-confidential aspects of the Services (to be reviewed in advance by Client), in conjunction with Client's name.

### **5.9. Intellectual Property**

Insight retains all right, title and interest in, without limitation, any works of authorship, know-how, or any invention, device, process, method, development, design, specifications, technique, apparatus, reports, schematic or technical information (whether patentable or not), documentation, software or enhancements, improvements, alterations, interfaces, workflows, and best practices developed, invented, created or reduced to practice by Insight ("Insight IP") which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this Agreement. Upon payment in full of all amounts due Insight, all works of authorship developed, invented or created by Insight specifically for Client in accordance with the details specified in the applicable SOW as part of the Services performed by Insight and as more particularly described in a SOW to this Agreement ("Work Product"), except for any Insight IP contained within such Work Product, shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

### **5.10. Terms and Conditions**

The General Terms and Conditions attached are incorporated and made part of this SOW.

## General Terms and Conditions

- 1. Entire Agreement.** The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400006644 (RFP2000001701) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties. Where these General Terms and Conditions conflict with the terms and conditions of the Omnia Partners Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) will prevail.
- 2. Term.** This SOW begins on the date a valid Purchase Order ("PO") is received and accepted by Insight and will expire upon the completion of the Services or as otherwise provided under Section 3 below.
- 3. Termination.** Insight or Client may terminate this SOW with or without cause with 30 calendar days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or expenses incurred, in accordance with this SOW.
- 4. Invoicing/Payment.** Services will be invoiced in accordance with this SOW. Client must pay all invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.
  - (a) **Credit/Late Payment.** Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.
  - (b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.
- 5. Services.**
  - (a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).
  - (b) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.
- 6. Limited Service Warranty.** Insight represents and warrants that:
  - (a) It has the full power and authority to enter into this SOW;
  - (b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;
  - (c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 calendar days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and
  - (d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party
- 7. Warranty Disclaimer.** THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

**8. Remedies.** In addition to the remedies contained in Contract 4400006644 (RFP2000001701), Insight shall provide the Client the following remedies:

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

**9. Confidential Information.** Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with Omnia Partners.

**10. Indemnification.** See Contract 4400006644 (RFP2000001701) for Indemnification provisions.

**11. Limitation of Liability.** See Contract 4400006644 (RFP2000001701) for Limitation of Liability provisions.

**12. Security and Backup.** Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

**13. Insurance.** See Contract 4400006644 (RFP2000001701) for Insurance provisions.

**14. Notices.** Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85243, Attn: Legal Department.

**15. Governing Law.** This SOW will be governed by the substantive laws of the State of Texas without giving effect to any conflict-of-law rules. This agreement is performable in Hidalgo County, Texas.

**16. Non-Solicitation & Non-Hire.** Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

**17. General.** Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages, ~~or~~ loss of electrical power, telecommunications or similar

infrastructure. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

***Signature Page Follows***

**6. DOCUMENT MANAGEMENT**

<b>Title</b>	<b>Party</b>	<b>Name</b>
Project Sponsor	McAllen ISD	Judith Escamilla
Solutions Executive	Insight	Michael Mitchell
Client Executive	Insight	Steven Capps
Technical Approver	Insight	Steve Lopez
Service Leaders	Insight	Steve Lopez and John Brooks
Scope and Price	Insight	Javier Castilleja
Contract Specialist	Insight	Nicole Wright/Tammy Niebling

## 7. SIGNATURE BLOCK

The receipt and acceptance of PO # \_\_\_\_\_ acknowledges and binds Client to the provision of services as described in this SOW, and the terms and conditions of the Omnia Partners Contract 4400006644 (RFP2000001701). The SOW number must be referenced on the PO document or email acceptance. This acknowledgement and agreement is in lieu of a signature by the respective parties. Unless otherwise agreed, in the event of any conflict between the SOW and the Agreement, the parties agree the Agreement will govern with respect to such conflict.

The following section must be completed before this SOW can be processed:

### Invoicing Procedures:

1. Method (Client to select one option below):

**Mail Invoice** – Hard copy invoice will be mailed to:

Company Full Name:

Address:

Attention: Accounts Payable or:

Accounts Payable Contact:

Phone:

**Email Invoice** – Invoice copy will be sent electronically via email to:  
**accounting@mcallenisd.net**

2. PO Process (Client to select one option below):

Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this SOW.

Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

**PO Number:** \_\_\_\_\_ Let me know what we will need to add or remove

**PO Release Number (if applicable):** \_\_\_\_\_

**Internal Billing Reference Number/Name:** \_\_\_\_\_

Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

**8. ATTACHMENT – CHANGE REQUEST SAMPLE**

**Change Request Form**

**Change Request #**

<b>Client</b>	<b>Client Contact Name</b>	<b>Insight Contact Name</b>
<b>Original SOW Number</b>	<b>Request Date</b>	<b>Purchase Order to Apply to Changes (if applicable)</b>
		PO #
<b>State/Federal Contract Reference (if applicable)</b>		

**CHANGE REQUEST SUMMARY**

***Original Project Scope***

***Change Request Description***

***Project Schedule***


***Project Pricing***

***Deliverables***

**SIGNATURES**



Jose A. Gonzalez, Superintendent of Schools

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

**This is a sample CR - not for execution.**

## 9. ATTACHMENT – CABLING BEST PRACTICES

The following are the cabling best practices specified and implemented by Insight for all cabling projects.

### **Architecture and Installation**

- All cable pathways will be secured to the building and installed in accordance with industry standards, best practices, and specifications.
- J-Hooks will be installed in staggered intervals of 4-5 feet.
- The cable pathways, if possible, will be installed to allow a minimum of 12 inches between the cables and the suspended ceiling.
- All cables will be installed point-to-point, or "home run". The cables will be installed in a manner to assure the aesthetics of the building are maintained.

### **Copper**

- Insight will ensure the installed cables meet the applicable fire ratings and are installed in a manner to ensure maximum performance of the cable is maintained. This will include, but is not limited to, ensuring the bend radius of the cable is not exceeded, the cable is not nicked or cut, appropriate cable pathway support, and the appropriate use of cable ties.
- Insight will ensure no horizontal cable link length exceeds 295 feet.
- Lightning protection will be installed on both ends and properly grounded for all copper cables installed outside of the building structure and the lightning cone of protection.
- To meet the proper termination requirements and channel performance, the cable sheath shall be stripped back no more than the manufacturer recommended length. Twists of the individual pairs will remain intact up to the cable's termination point.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. If it is practical, the primary protector should be mounted within 50 feet of the entry point. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) copper cable will be used.

### **Fiber Optic**

- Insight will ensure all fiber optic cable meets the applicable fire ratings. The fiber optic cables will be installed in a manner to assure the maximum performance of the fiber is maintained.
- Insight will install the fiber to ensure the entire length of fiber is protected and each end will be secured in the Light Interface Unit.
- Outdoor-rated PVC cable may only enter a building for a maximum of 50 feet. Should the length of the cable exceed 50 feet, the entire length inside the building will be installed in an appropriate-sized rigid metal conduit or Indoor/Outdoor (I/O) fiber will be used.

### **Equipment Racks/Cable Management**

- All equipment, conduit, racks, and panel boards shall be anchored for seismic stability in accordance with the latest State and Local Codes, but not less than the requirements as set forth in the currently enforced addition of the Uniform Building Codes.
- All 2- and 4-post equipment racks will be anchored and secured to the floor. All cable trays or ladder racks will be mounted and secured to the wall and the equipment cabinet or rack to provide horizontal support.
- 7-foot floor racks will have vertical cable management installed on each side.
- All wall mount racks and cabinets will be mounted to a ¾" fire-retardant plywood and secured to 2 studs minimum (3 studs preferred when possible) using 2 anchors per stud minimum (3 anchors preferred when possible). The cabinet will be secured to the plywood using a heavy-duty and appropriately rated toggle bolt to support the weight of the rack or cabinet. Installations in a concrete wall will utilize drop-in anchors and lag bolts. Any installation outside of this standard will require Client signoff.

- All racks will be grounded and bonded to a ground bus bar in each distribution closet utilizing green #6 AWG copper cable.
- Horizontal cable management will exist for each Light Interface Unit unless built-in wire management is included in the Light Interface Unit.
- All cables and inner-duct will be routed neatly into the rack and secured to the panels utilizing strain relief as specified by the manufacturer.
- Unless otherwise specified, starting at the top of the rack, the rack layout will be as follows:
  - Light Interface Unit
  - Horizontal cable management
  - Patch panels

### **Conduit and Wall/Floor Penetrations**

- Any conduit that is to be placed will follow these requirements:
  - Above ground, EMT, or rigid (metal conduit, depending on the application)
  - Below ground, schedule 40 electrical grade PVC
  - For indoor conduit, EMT, or rigid (metal conduit, depending on the application)
- Any penetrations of floors, firewalls, and/or exterior walls will be sleeved and fire stopped.
- Sleeves in floor penetrations should extend above the finished floor by at least 1 inch.

### **Labeling**

- All labels will be adhesive P-Touch or laser-type labels (white backing with black letters) or as specified by Client.
- Insight will work with Client prior to the start of the project to ensure the labeling scheme matches Client's current labeling scheme.
- All cables will be labeled on the sheath no more than 2 inches from the jack and patch panel termination points utilizing machine generated wraparound cable labels.

### **Surface-Mounted Raceway, Boxes, and Faceplates**

- Blank inserts will be installed in any non-used faceplate positions.
- Faceplates will be properly secured to the wall box, or wall box eliminator if no wall box is available.
- All surface-mount raceway and boxes will be secured with anchors. The surface-mounted raceway and box will be secured with a minimum of 2 anchors per section or piece. Gluing or using the adhesive on the back of the raceway or box as the sole means of securing the raceway or box is unacceptable.
- All surface-mount raceway will be installed in a manner that is both aesthetically pleasing and straight on both the horizontal axis and vertical axis.
- To avoid pinching of the cable and to provide an adequate cable pathway, all surface-mount raceway will be installed 2-3 inches above the ceiling tile.
- Where possible and feasible, surface mount boxes will be installed to align horizontally with existing outlets.

### **Testing and Certification**

- All circuits will be tested and certified to meet minimum requirements for the media installed. These requirements include, but are not limited to, the following:
  - Wiremap
  - Impedance
  - Length
  - Resistance

- Attenuation
- Near-end and far-end crosstalk
- Alien crosstalk
- Return loss
- Opens, shorts, grounds, and pair reversal
- Marginal Pass (PASS\*) is not acceptable and will be remedied until verified as PASS. However, if the Marginal Pass is due to the overall length, the marginal pass will be accepted.
- All fiber optic strands will be tested with a power meter and light source.
- The dB lost for each strand will not exceed the calculated loss budget.

***Personnel Performance and Actions***

- All Insight personnel and subcontractors will adhere to the state, local, and Client rules and regulations.
- Each member will present themselves in a professional manner at all times.
- All personnel will strictly adhere to the policies set forth by Client and site requirements.





**EXHIBIT B**

**Contractor's Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/07/2021

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).

<b>PRODUCER</b> Marsh USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-STND-GAUW-21-22	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b>		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Insight Public Sector, Inc. 6820 Harl Avenue Tempe, AZ 85283	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A :</b> Great Northern Insurance Company		20303
	<b>INSURER B :</b> N/A		N/A
	<b>INSURER C :</b> Sentry Insurance A Mutual Co		24988
	<b>INSURER D :</b> Sentry Casualty Company		28460
	<b>INSURER E :</b> <b>INSURER F :</b>		

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

LOS-002562599-03

**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.

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			3606-77-62	04/15/2021	04/15/2022	EACH OCCURRENCE	\$ 1,000,000		
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000		
							MED EXP (Any one person)	\$ 10,000		
							PERSONAL & ADV INJURY	\$ 1,000,000		
							GENERAL AGGREGATE	\$ 2,000,000		
							PRODUCTS - COMP/OP AGG	\$ 2,000,000		
								\$		
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7362-08-62	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
							BODILY INJURY (Per person)	\$		
							BODILY INJURY (Per accident)	\$		
							PROPERTY DAMAGE (Per accident)	\$		
								\$		
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$		
							AGGREGATE	\$		
								\$		
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N / A	90-05749-03 (AOS)	04/15/2021	04/15/2022	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		
D				90-05749-04 (MA, WI, HI)	04/15/2021	04/15/2022			E.L. EACH ACCIDENT	\$ 1,000,000
									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Re: Access Control Bundles

Certificate holder is included as additional insured (except workers' compensation) where required by written contract.

**CERTIFICATE HOLDER**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

109

*Marsh USA Inc.*

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**EXHIBIT C**

**Payment and Performance Bonds**

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

This bond supersedes and replaces bond executed on December 15, 2021

## Payment Bond

Bond Number: CMS344574

### CONTRACTOR:

(Name, legal status and address)

Insight Public Sector Inc.  
6820 S. Harl Ave.  
Tempe, AZ 85283

### SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company  
9025 N. Lindbergh Dr.  
Peoria, IL 61615  
State of Inc: Illinois

### OWNER:

(Name, legal status and address)

McAllen Independent School District - (2000 N. 23rd Street - McAllen - TX 78501)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### CONSTRUCTION CONTRACT

Date: December 15, 2021

Amount: \$139,788.42

Description: (Name and location)

Omnia Partners 4400006644 (RFP2000001701)  
McAllen ISD  
2000 N. 23rd Street,  
McAllen, TX 78501

### BOND

Date: January 5, 2022

(Not earlier than Construction Contract Date)

One Hundred Thirty Nine Thousand, Seven Hundred Eighty Eight and 42/100

Amount: \$139,788.42

Modifications to this Bond:  None  See Section 18



**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)  
Insight Public Sector Inc.

Signature: [Signature]

Name: Lisanne Steinhilber

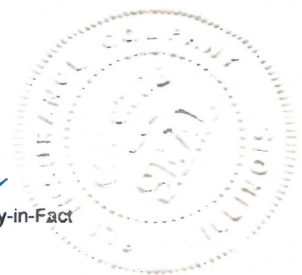
And Title: Global Compliance Officer  
(Any additional signatures appear on the last page of this Payment Bond)

**SURETY**

Company: (Corporate Seal)  
RLI Insurance Company

Signature: [Signature]

Name: Martha Gonzales, Attorney-in-Fact



(FOR INFORMATION ONLY – Name, address and telephone)

### AGENT or BROKER:

Marsh Risk & Insurance Services  
633 W. 5th St., Suite 1200  
Los Angeles, CA 90071

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

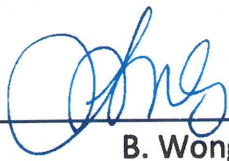
County of Los Angeles

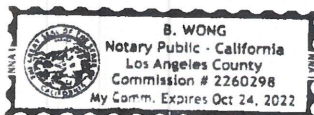
On JAN 05 2022 before me, B. Wong, Notary Public, personally appeared Martha Gonzales who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature   
B. Wong, Notary Public



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tenzer V. Cunningham, Kathy R. Mair, Mechelle Larkin, Brenda Wong, Kari Davis, Martha Gonzales, My Hua, Joaquin Perez, Regina Rangel, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollar. (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of November, 2019.



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: B.W.D.  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } ss

### CERTIFICATE

On this 13th day of November, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 13th day of JAN 05 2022.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk

Notary Public  
RLI Insurance Company  
Contractors Bonding and Insurance Company



By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

This bond supersedes and replaces bond executed on December 15, 2021

## Performance Bond

Bond Number: CMS344574

### CONTRACTOR:

(Name, legal status and address)

Insight Public Sector Inc.  
6820 S. Harl Ave.  
Tempe, AZ 85283

### SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company  
9025 N. Lindbergh Dr.  
Peoria, IL 61615  
State of Inc: Illinois

### OWNER:

(Name, legal status and address)

McAllen Independent School District - (2000 N. 23rd Street - McAllen - TX 78501)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### CONSTRUCTION CONTRACT

Date: December 15, 2021

Amount: \$139,788.42

Description: (Name and location)

Omnia Partners 4400006644 (RFP2000001701)  
MCAllen ISD  
2000 N. 23rd Street  
McAllen, TX 78501

### BOND

Date: January 5, 2022

(Not earlier than Construction Contract Date)

One Hundred Thirty Nine Thousand Seven Hundred Eighty Eight and 42/100

Amount: \$139,788.42

Modifications to this Bond:  None  See Section 16



### CONTRACTOR AS PRINCIPAL

(Corporate Seal)

Insight Public Sector Inc.

Signature:

Name: Lisanne Steinhilber

And Title: Global Compliance Officer

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY – Name, address and telephone)

### AGENT or BROKER:

Marsh

Marsh Risk & Insurance Services  
633 W. 5th St., Suite 1200  
Los Angeles, CA 90071

### SURETY

Company:

(Corporate Seal)

RLI Insurance Company

Signature:

Name

Martha Gonzales  
Martha Gonzales, Attorney-in-Fact

And Title:



### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

**Company:**

*(Corporate Seal)*

**Company:**

*(Corporate Seal)*

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

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

**Name and Title:**

**Name and Title:**

**Address**

**Address**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California


County of Los Angeles

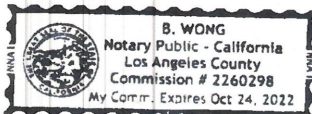
On JAN 05 2022 before me, B. Wong, Notary Public, personally appeared Martha Gonzales who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature   
B. Wong, Notary Public



# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Tenzer V. Cunningham, Kathy R. Mair, Mechelle Larkin, Brenda Wong, Kari Davis, Martha Gonzales, My Hua, Joaquin Perez, Regina Rangel, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 13th day of November, 2019.



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: B. W. Davis  
Barton W. Davis Vice President

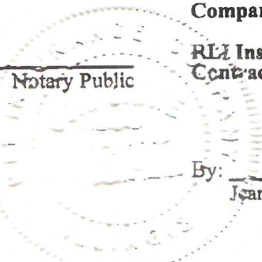
State of Illinois }  
County of Peoria } ss

On this 13th day of November, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

### CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this JAN 05, 2022 day of JANUARY.

By: Gretchen L. Johnnigk  
Gretchen L. Johnnigk



RLI Insurance Company  
Contractors Bonding and Insurance Company

By: Jean M. Stephenson  
Jean M. Stephenson Corporate Secretary



4134040070212

A0058817

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

*Alexandra Bouslog*  
**SUBMITTED BY:** \_\_\_\_\_

*Arely Benavides*  
**SUPERVISOR:** Arely Benavides (Jan 4, 2022 11:37 CST)

**Approved for presentation to the Board of Education:**

*J. Alexander*

123 \_\_\_\_\_  
**Superintendent of Schools**

**CONSENT TO ASSIGNMENT**

***Arguindegui Oil Co. II, Ltd. (the “Company”)***

Whereas the Company recently entered into an Asset Purchase Agreement, dated November 12, 2021, with Offen Petroleum, LLC (“Offen”) for the sale of substantially all of the assets of the Company to Offen (the “Transaction”). Among the assets that Offen desires to acquire would be the right to continue to do business with your company under the provisions of the Agreement.

By your signature below you are consenting to the assignment of the Agreement to Offen and to waive any and all ancillary rights you may have under the Agreement by reason of the Transaction, including, without limitation, any right to terminate, amend or modify the Agreement, accelerate or increase the amount of any payments, declare a breach or default, or impose penalties, transfer fees or costs.

The undersigned, an authorized representative acting on behalf of McAllen ISD, hereby consents to the assignment of the Agreement and all rights and interests of Arguindegui Oil Co. II, Ltd. to Offen. The undersigned acknowledges and agrees to look to Offen for continued performance of the Agreement.

McAllen ISD

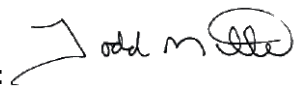
By: \_\_\_\_\_  
Name: Sam Saldivar Jr.  
Title: Board of Trustees, President

Approved as to form:  
Atlas, Hall & Rodriguez LLC  
by *Stephen L. Crain*  
Stephen L. Crain (Dec 14, 2021 15:48 CST)  
Stephen L. Crain

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:** Andres Silva

**SUPERVISOR:** 

**Approved for presentation to the Board of Education:**



125  
**Superintendent of Schools**

EVALUATION MATRIX RFP No. 2022-1017 Insurance & Employee Benefits Consulting Services			Gallagher Benefit Services, Inc.	HUB International	Insgroup, Inc.	OneDigital	Ortegon Insurance Agency LLC	Universal Benefits Consortium	Valley Risk Consulting
NO.	CRITERIA	Max. Pts. 100							
	<b>Total Points</b>	<b>100</b>	<b>57</b>	<b>32</b>	<b>43</b>	<b>37</b>	<b>70</b>	<b>72</b>	<b>98</b>
	<b>RANKING</b>		<b>4</b>	<b>7</b>	<b>5</b>	<b>6</b>	<b>3</b>	<b>2</b>	<b>1</b>
<b>1</b>	<b>Price</b>	<b>50</b>	<b>22.69</b>	<b>11</b>	<b>11.95</b>	<b>11</b>	<b>32.67</b>	<b>34.03</b>	<b>50</b>
	<b>Total Year 1 Fees (L 1.4)</b>		<b>\$108,000.00</b>	<b>N/A</b>	<b>\$205,000.00</b>	<b>N/A</b>	<b>\$75,000.00</b>	<b>\$72,000.00</b>	<b>\$49,000.00</b>
	Core Services		\$72,000.00	\$54,000.00	\$155,000.00	\$100,000.00	\$40,000.00	\$72,000.00	\$49,000.00
	Additional Services		\$36,000.00	Not offered	\$50,000.00	Not offered	\$35,000.00	Included	Included
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>9</b>	<b>4.8</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>3.6</b>	<b>7.2</b>	<b>9</b>
	References (L4)		4.8	0	6	6	3.6	7.2	9
	<i>Core Svcs.(C) = 1.2 pts; Additional Consulting Svcs (A) = 0.6pts</i>		<i>3C; 2A</i>	<i>None</i>	<i>5 C</i>	<i>5C</i>	<i>3C</i>	<i>4CA</i>	<i>5CA</i>
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>7.67</b>	<b>9</b>	<b>9</b>	<b>9</b>
	Experience (Firm) (L 3.10, 3.20, 3.30, 3.40) <i>(3 years+ = 4 pts)</i>	4	4	4	4	2.67	4	4	4
	Experience (Industry) (L 3.11, 3.21, 3.31, 3.41) <i>(10 yrs+ = 4 pts)</i>	4	4	4	4	4	4	4	4
	Claims against vendor (L5)	1	1	1	1	1	1	1	1
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>13</b>	<b>13</b>	<b>8</b>	<b>11</b>	<b>8</b>	<b>13</b>	<b>11</b>	<b>13</b>
	Range of Service (L 2.8) Core Services Offered	6	6	6	6	6	6	6	6
	<i>Yes = 6 pts. No = 0 pts.</i>		<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
	Range of Service (L 2.8) Additional Services Offered	3	3	0	3	0	3	3	3
	<i>Yes = 3 pts. No = 0 pts.</i>		<i>yes</i>	<i>no</i>	<i>yes</i>	<i>no</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
	Licenses/Certifications: (L 3.9, 3.19, 3.29, 3.39) General Life & Health Agent	2	2	2	2	2	2	2	2
	<i>Yes = 2 pt. No = 0 pts.</i>		<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
	Licenses/Certifications: Risk Manager	2	2	0	0	0	2	0	2
	<i>Yes = 2 pt. No = 0 pts.</i>		<i>yes</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>
<b>5</b>	<b>Past Relationship with District</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
	<i>Yes = 1 pt. No = 0 pts.</i>		<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>Yes</i>
<b>6</b>	<b>HUB</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>5</b>	<b>2.27</b>	<b>1.00</b>	<b>1.20</b>	<b>1.00</b>	<b>3.27</b>	<b>3.40</b>	<b>5.00</b>
	<b>Total Year 2, Year 3</b>	<b>5</b>	<b>\$216,000.00</b>	<b>N/A</b>	<b>\$410,000.00</b>	<b>N/A</b>	<b>\$150,000.00</b>	<b>\$144,000.00</b>	<b>\$98,000.00</b>
	Year 2 (L 1.8) <i>2.5 pts</i>		\$108,000.00	\$54,000.00	\$205,000.00	\$100,000.00	\$75,000.00	\$72,000.00	\$49,000.00
	Year 3 (L 1.12) <i>2.5 pts</i>		\$108,000.00	\$54,000.00	\$205,000.00	\$100,000.00	\$75,000.00	\$72,000.00	\$49,000.00
				<i>Only Core</i>		<i>Only Core</i>			
<b>8</b>	<b>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</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
	<i>Yes = 1 pt. No = 0 pts.</i>		<i>Austin, TX</i>	<i>Employees 500</i>	<i>Houston, TX</i>	<i>Employees 500</i>	<i>Weslaco, TX</i>	<i>Southlake, TX</i>	<i>McAllen, TX</i>
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>
	Value added Staff members who are subcontractors/employees of a third party. (L3.4, 3.14, 3.24, 3.34) <i>0.5 pts.per staff</i>		<i>No</i>	<i>No</i>	<i>No</i>	<i>No</i>	<i>2 staff</i>	<i>No</i>	<i>No</i>

**MCALLEN INDEPENDENT SCHOOL DISTRICT**

**CONSULTING AGREEMENT No. 2022-163 through RFP 2022-1017**

THIS Agreement, made and entered by and between the **MCALLEN INDEPENDENT SCHOOL DISTRICT** ("District") and **VALLEY RISK CONSULTING, INC.** a Texas Corporation hereinafter referred to as ("Consultant").

**WITNESSETH:**

**WHEREAS**, District recognizes that the Employee Benefits Department of District (the "Department"); requires certain services rendered by Consultant 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 (the "Services).

**WHEREAS**, Consultant 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 Consultant 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 Consultant 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 Agreement;

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

**NOW THEREFORE**, in consideration of the following of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

## 1. OBLIGATIONS OF THE CONSULTANT

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

Consultant represents and warrants to District that Consultant possesses all of the licenses, permits, and expertise required to provide the equipment, materials, and labor and perform the services contemplated hereunder. Consultant warrants and represents that during the term of this Agreement, Consultant shall maintain all such licenses and permits. Consultant warrants that the services rendered and equipment, materials, and labor furnished shall be in accordance with the terms of the Agreement Documents.

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

- A. This Agreement
- B. Exhibit "A" – District's Request for Proposal No. 2022-1017
- C. Exhibit "B" – Vendor's Services, Products and Fees Pursuant to Request for Proposal No. 2022-1017
- D. Exhibit "C" – Certificate of Insurance

This Agreement is entered into subject to the following conditions:

- A. Consultant 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 Agreement Documents.
- B. Consultant assumes full responsibility and liability for all labor and materials furnished and activities conducted by Consultant pursuant to this Agreement and any action or omission incident thereto.

The Consultant agrees to provide the following Services to District during the term of this Agreement:

a. **Performance of Services.** The Consultant will provide the Services described on Exhibit "A" attached hereto and incorporated herein at this point for all purposes and will use proper professional standards in providing the services to District.

b. **Administration.** The Consultant will communicate with the Administrator(s) designated by District regarding the administration of the Services and this Agreement. Notwithstanding anything herein to the contrary, District will not have or exercise control over the manner in which the professional services of the Consultant are performed as would jeopardize the status of the Consultant as an independent contractor.

c. **Quality of Services.** The Consultant will continually work to improve the quality of and maintain a reasonable cost for provision of the Services furnished to District. In furtherance thereof, Consultant agrees to fully cooperate with personnel designated by District.

d. **Records.** Consultant shall, at Consultant's expense, keep or cause to be kept for three (3) years following the provision of the Services accurate and complete records in an adequate filing system. Consultant shall furnish District on written request copies of all such records to the extent such records are not prohibited from disclosure to District by applicable law.

e. **Ethics.** Consultant shall insure that, in performing the Services under this Agreement, Consultant uses his best and most diligent efforts and professional skills, performs professional and supervisory services, and renders the Services in accordance with and in a manner consistent with the highest standards of Consultant's profession and comply with all applicable laws and regulations related thereto.

No officer, employee, shareholder or associate contracted by Consultant or associate having any business relationship with Consultant, shall receive or solicit any compensation or any other monetary benefit from any entities that contract with or seek to contract with District for products of insurance or services during the term of the Agreement with District.

f. **Confidentiality of Records.** The Consultant shall maintain the confidentiality of records in accordance with applicable laws and regulations.

g. **Confidentiality. Health Insurance Portability and Accountability Act (HIPAA)**

**Compliance** – The Consultant shall comply with all requirements set forth by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the requirements for Electronic Data Interchange (EDI) and Privacy.

**2. 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).

**3. CRIMINAL HISTORY INFORMATION.**

Pursuant to Texas Education Code Section 22.0834 (Senate Bill 9), Consultant shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Consultant if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the Services, and the duties are or will be performed on school property or at another location where students are regularly present.

**4. ENTITIES THAT BOYCOTT ISRAEL**

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

**5. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES (SB 13)**

If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**6. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES (SB 19)**

If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This verification is not required for an agreement with a sole-source provider; or a governmental entity that does not receive bids from a company that is able to provide this verification.

**7. 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 sanction's 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.

## **8. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS**

Consultant shall comply with all requirements on [Part 3.2 – Compliance Requirements](#).

Consultant shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Consultant 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." Consultant's violation of this section shall constitute a material breach of Agreement.

If the Consultant 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 Agreement.

## **9. INSURANCE COVERAGE**

At all times during the term of this Agreement, Consultant will, at Consultant'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) and Employer's Liability Limits - \$500,000
- b. Professional Liability -\$1,000,000 each claim and in the aggregate
- c. Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate.
- d. 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.

e. The District shall be named as an additional insured by endorsement on the Consultant's policy as to the subject job.

f. The Consultant 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 Agreement as Exhibit C.

#### **10. CONSULTANT'S COVENANTS AND WARRANTIES**

Consultant makes the following representations and warranties to District with respect to each Consultant or employee of Consultant providing Services hereunder.

a. **Licensure.** Consultant is duly licensed to provide the Services in the State of Texas to the extent licensure is required to provide the Services.

b. **Suspension of License.** Consultant's license to provide the Services in any state has never been suspended or revoked.

c. **Discipline.** Consultant has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local society or specialty board.

d. **Malpractice Judgment.** There has never been entered against Consultant a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of \$10,000.00.

e. **Settlement.** No action based on an allegation of malpractice by Consultant has ever been settled by payment to the plaintiff of an aggregate amount in excess of \$10,000.00.

#### **11. PARTIES' RELATIONSHIP**

The Consultant, at all times will act as an independent contractor providing the Services and will not act or hold himself out to third parties as an employee or agent of District in the provision of the Services or materials under this Agreement. The District shall not control how the results or the details of the Services are provided and/or achieved. As an independent contractor, Consultant shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services described in **Exhibit "A"** attached hereto and shall not rely on or require the District to supply any of the above, unless otherwise specified in this Agreement.

## **12. TAXES AND BENEFITS**

District will not withhold income tax or Social Security tax on behalf of the Consultant or any of Consultant's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against District for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Consultant will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

## **13. INCURRING FINANCIAL OBLIGATION**

The Consultant will incur no financial obligation on behalf of District without prior written approval from the Superintendent of District or Superintendent's designee.

## **14. CONSULTATION**

While this Agreement is in effect, the parties understand that the Consultant may not be the exclusive source of providing the Services.

## **15. PROFESSIONAL ASSOCIATES**

The Consultant may, at the Consultant's expense, contract with such other consultants as the Consultant deems necessary or appropriate (hereinafter collectively referred to as "Associates") to assist Consultant in the fulfillment of Consultant's obligations under this Agreement. The Consultant will be fully responsible for performing or assuring that any Associate performs the Services in compliance with the provisions of this Agreement. Furthermore, all Associates must be currently licensed in the State of Texas to provide the Services to the extent licensure is required to provide the Services.

## **16. FEES TO CONSULTANT**

The sole source of compensation to the Consultant under this Agreement will be the compensation paid by District to Consultant in accordance with the terms and provisions of Exhibit B attached hereto and incorporated herein at the point for all purposes. The Consultant will not bill or collect fees for Services to District from any third parties. As consideration for performing the services as necessary pursuant to this Agreement, District agrees to pay Consultant for Services as invoiced upon successful and satisfactory delivery of Services to District, as specified in, and in accordance with **Exhibit "B"**, with verification by District's authorized representative of such invoice in compliance with the conditions and information in this

Agreement. The invoice provided by the Consultant will include the dates of services provided during the billing period.

#### **17. ACCESS TO BOOKS AND RECORDS**

Consultant recognizes that District is a participant in governmental payment programs. In connection with such programs, the Consultant 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

#### **18. NON-DISCRIMINATION**

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

#### **19. HOLD HARMLESS**

Consultant will indemnify and hold District harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by, resulting from , or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Consultant's or that of any person providing Services hereunder through or for the Consultant. Upon written notice from District, the consultant will resist and defend at Consultant's expense, and by counsel reasonably satisfactory to District any such claim or action. Consultant will carry proper insurance with District as an additional named insured to the extent such is reasonably available.

#### **20. TERM AND TERMINATION OF AGREEMENT**

**a. Term.** The term of this agreement shall be for a primary term of three (3) years, commencing February 26, 2022 through February 25, 2025. All services must be completed during the term of the Agreement.

**b. Termination without Cause.** The District reserves the right to cancel/terminate this Agreement in part or in whole without cause on thirty (30) days written notice to the Consultant. If the District so cancels/terminates this Agreement, Consultant shall deliver all data and material developed to

date to District. Consultant shall not be entitled to lost profits or any further compensation not earned prior to time of such cancellation/termination.

**c. Termination with Cause.** If either party fails to observe or perform in a material manner any term or condition of this Agreement to be performed or observed by such party, the aggrieved party shall send written notice specifying the nature of the alleged default. If the default is not fully cured within ten (10) days after giving the notice, then the aggrieved party may elect to terminate this Agreement or pursuant to applicable law.

**d. Non-Interference.** Following the expiration of this Agreement or its termination for any reason, Consultant agrees to do nothing that may interfere with the Services already rendered.

## **21. NOTICES**

Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the CONSULTANT: Valley Risk Consulting, Inc.  
ATTN: Roger Garza, Senior Consultant  
1200 Fresno, Suite C  
McAllen, TX 78501

If to DISTRICT: Dr. Jose A. Gonzalez, Superintendent  
McAllen Independent School District  
2000 North 23<sup>rd</sup> Street  
McAllen, Texas 78501-6126

## **22. LAW**

THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT 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.

## **23. NO IMPLIED WAIVER**

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

#### **24. SEVERABILITY**

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

#### **25. 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 Consultant may not assign Consultant's rights or obligations under this Agreement without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Agreement immediately, upon written notice to the Consultant.

#### **26. AMENDMENTS**

Any amendment to this Agreement will be effective only if in writing and signed by District and the Consultant.

#### **27. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

#### **28. INTERPRETATION**

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

#### **29. VARIATIONS OF PRONOUNS**

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.

#### **30. AUTHORIZATION FOR AGREEMENT**

The execution and performance of this Agreement by District and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable will incur no financial obligations of Consultant and District in accordance with its terms.

#### **31. IMMUNITIES**

Nothing in this Agreement 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.

### **32. 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 Agreement, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Consultant and any assignee of such occurrence. This Agreement 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 Agreement relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Consultant or its assignee stop the services on the date of such termination.

### **33. ADDITIONAL PROVISIONS**

Notwithstanding anything to the contrary contained elsewhere herein, District and Consultant hereby covenant and agree:

The compensation, if any, to be paid to Consultant by District is reasonable considering amounts charged by others in the same or similar geographic area for similar services.

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

**IN WITNESS WHEREOF**, District has caused its name to be hereunto subscribed by a duly authorized employee thereunto and Consultant has hereunto subscribed his or its name as applicable.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

**DISTRICT:  
McALLEN INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Samuel Saldivar, Jr., Board of Trustees President

**CONSULTANT:  
VALLEY RISK CONSULTING, INC.**

By: \_\_\_\_\_  
Roger Garza, Senior Consultant

Approved as to form:  
Atlas Hall & Rodriguez, LLP

Stephen L. Crain  
by: Stephen L. Crain (Jan 7, 2022 15:06 CST)  
Stephen L. Crain

**EXHIBIT "A"**

**DISTRICT'S REQUEST FOR PROPOSAL NO. 2022-1017**



## **2022-1017 Addendum 1**

### **Request for Proposal - Insurance & Employee Benefits Consulting Services**

Issue Date: 12/1/2021

Questions Deadline: 12/10/2021 10:00 AM (CT)

Response Deadline: 12/15/2021 03:00 PM (CT)

#### **Contact Information**

Contact: Liz Montes, Senior Buyer  
Address: Purchasing Services  
Administration Office  
2000 N 23rd St  
McAllen, TX 78501-6126  
Phone: (956) 657-4485  
Fax: (956) 657-4481  
Email: emontes@mcallenisd.net

## Event Information

Number: 2022-1017 Addendum 1  
Title: Request for Proposal - Insurance & Employee Benefits Consulting Services  
Type: Request for Proposal  
Issue Date: 12/1/2021  
Question Deadline: 12/10/2021 10:00 AM (CT)  
Response Deadline: 12/15/2021 03:00 PM (CT)  
Notes: McAllen Independent School District (the "District") invites your submittal on the above referenced project.

Submittals shall be received via one of the following:

- electronic submittals through the District's Bidding Portal, <https://mcallenisd.ionwave.net/Login.aspx> ;
- mail\*; or
- hand-delivered\*.

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 Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

## Ship To Information

Contact: Andres Silva  
Address: Employee Benefits  
2200 Tamarack Avenue  
McAllen, TX 78501  
Phone: (956) 618-6005  
Email: andres.silva@mcallenisd.net

## Billing Information

Contact: Iris Luna, Director  
Address: Accounting  
2000 N. 23rd Street  
McAllen, TX 78501  
Phone: (956) 632-8403  
Email: iris.luna@mcallenisd.net

## Bid Activities

### Proposal Opening

12/15/2020 3:20:00 PM (CT)

A virtual proposal opening will be held and only the names of the companies responding will be announced. Proposers interested in attending the virtual RFP Opening will be required to submit their email address no later than 04:00 PM on 12/14/2021, to [emontes@mcallenisd.net](mailto:emontes@mcallenisd.net).

## Bid Attachments

### General Terms and Conditions RFP.pdf

General Terms and Conditions RFP

[View Online](#)

### 2022-1017 Specifications and Scope of Work.pdf

2022-1017 Specifications and Scope of Work

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[View Online](#)

**IRS FORM W-9 Revised Oct 2018 (Fillable Form).pdf**

[View Online](#)

W-9 Form

**CIQ FORM FILLABLE R1.1.2021.pdf**

[View Online](#)

Conflict of Interest Questionnaire (CIQ) form

**2022-1017 Addendum 1.pdf**

[View Online](#)

2022-1017 Addendum 1

**2022-1017 Attachment A.pdf**

[View Online](#)

2022-1017 Attachment A

**Consultant Contract Template.pdf**

[View Online](#)

Consultant Contract Template

**Requested Attachments**

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**Completed Conflict of Interest Questionnaire (CIQ)**

*(Attachment required)*

Upload your completed CIQ.

If no conflict, indicate "N/A" (Not applicable) on the form.

**Completed W-9 Form**

*(Attachment required)*

Upload your completed W-9 form.

**Completed Form 1295 or Exemption Statement**

*(Attachment required)*

Form must be completed online: [http://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If not applicable to your company, please attach a statement indicating the reason.

**Proof of Insurance (Acord Certificate of Insurance Form)**

*(Attachment required)*

Upload your certificate of insurance in Acord form.

**Certification & License**

*(Attachment required)*

Upload Certification and/or License (such as General Life & Health Agent License, Risk Manager, Risk Manager Agency, etc. as applicable)

**Claims and Compliant History**

Upload additional Claims & Complaint History documentation as necessary.

**Organizational Chart (include staff who will service the account)**

*(Attachment required)*

Upload Organizational Chart

**Bid Attributes**

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**1 General Terms and Conditions**

Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions.

\*\*This is your electronic signature.

I have read, understand and accept.

*(Required: Check if applicable)*

**2 Specifications and Scope of Work**

Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand and accept the specifications and scope of work.

\*\*This is your electronic signature.

I hereby acknowledge.

*(Required: Check if applicable)*

**3 Deviation/Compliance**

I certify that there are NO deviations or exceptions from the attached specific terms, conditions, and specifications.

\*\*This is your electronic signature.

Agree - NO DEVIATIONS.  Do Not Agree - Please see below.

*(Required: Check only one)*

**4 Deviations and Exceptions**

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District may consider any deviations or exceptions in its bid award decisions. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. If none, please enter N/A (Not Applicable).

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*(Required: Maximum 4000 characters allowed)*

**5 Conflict of Interest Questionnaire (CIQ)**

All Bidders doing business with the District must provide a Conflict of Interest Questionnaire Form as required by Texas Local Gov't Code 176.006. Failure to submit may result in disqualification of bid submission.

Does this vendor have conflict of interest with McAllen Independent School District?

Yes  No

*(Required: Check only one)*

**6 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.

Select 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 an individual who has/have been convicted of a felony.

\*\*This is your electronic signature.

- A. My company is a publicly held corporation.     B. My company is not owned nor operated by a felon
- C. My company is owned and operated by a felon.

*(Required: Check only one)*

**7 Felony Conviction Details**

If your firm is owned or operated by anyone who has been convicted of a felony, please list their names and the details of the conviction(s). If not applicable, please enter N/A (not applicable).

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*(Required: Maximum 4000 characters allowed)*

## 8 Criminal History Record Information Review of Certain Contract Employees

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.

**A. 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

**B. 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.

\*\*This is your electronic signature.

A. None - I hereby agree and certify.  B. Some or All - I hereby agree and certify.

(Required: Check only one)

## 9 Confidential/Copyrighted Information

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.

\*\*This is your electronic signature.

I have read and agree.

(Required: Check if applicable)

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

\*\*This is your electronic signature.

A. Principal place of business is in TX     B. Principal place employs 500+ in Texas  
 C. Principal place is NOT in Texas

*(Required: Check only one)*

**11 Declaration of Business Location - Texas Education Code 44.031(b)(8)**  
 Specify principal place of business (City/State).

If not applicable, please enter N/A (not applicable).

\*\*\*This is your electronic signature.

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\_\_\_\_\_

*(Required: Maximum 4000 characters allowed)*

**12 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.)

\*\*This is your electronic signature.

I am not a delinquent taxpayer to McAllen ISD     I am a delinquent taxpayer to McAllen ISD

*(Required: Check only one)*

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

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

I am an Active certified HUB vendor (attach HUB certificate):  
 Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms  
 I am neither.

\*\*This is your electronic signature.

[Select One]     I am an Active certified HUB vendor  
 Small and Minority, WBE, Labor Surplus Area Firms     I am neither.

*(Required: Check only one)*

**1 4 Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

\*\*This is your electronic signature.

I have read and hereby certify.  
*(Required: Check if applicable)*

**1 5 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

\*\*This is your electronic signature.

I have read and hereby certify.  
*(Required: Check if applicable)*

**1 6 Entities That Boycott Israel**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

\*\*This is your electronic signature.

I agree and hereby certify.  
*(Required: Check if applicable)*

**1 7 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.

\*\*This is your electronic signature.

I have read and hereby certify.  
*(Required: Check if applicable)*

**1 8** **Sec. 2252.153. LISTED COMPANIES**

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.

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

\*\*This is your electronic signature.

I have read and hereby certify.  
(Required: Check if applicable)

**1 9** **Non-Collusion Statement**

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

\*\*This is your electronic signature.

I have read and hereby certify.  
(Required: Check if applicable)

**2 0** **Contracts in Excess of \$250,000**

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

\*\*This is your electronic signature.

I have read and hereby certify.  
(Required: Check if applicable)

**2 1** **Contracts in Excess of \$10,000**

All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be affected and the basis for settlement.

\*\*This is your electronic signature.

I have read and hereby certify.  
(Required: Check if applicable)

**2 2** **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."

\*\*This is your electronic signature.

I have read and hereby certify.  
(Required: Check if applicable)

**2**  
**3** **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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

\*\*This is your electronic signature.

I have read and hereby certify.

*(Required: Check if applicable)*

**2**  
**4** **Contract Work Hours and Safety Standards Acts (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that 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.

\*\*This is your electronic signature.

I have read and hereby certify.

*(Required: Check if applicable)*

**2**  
**5** **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.

\*\*This is your electronic signature.

I have read and hereby certify.

*(Required: Check if applicable)*

**2  
6 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**

Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the 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).

\*\*This is your electronic signature.

I have read and hereby certify.

*(Required: Check if applicable)*

**2  
7 (H) Debarment and Suspension (Executive Orders 12549 and 12689)**

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

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

\*\*This is your electronic signature.

I have read and hereby certify.

*(Required: Check if applicable)*

**2  
8 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.

\*\*This is your electronic signature.

I have read and hereby certify.

*(Required: Check if applicable)*

**2 2 C.F.R. § 200.323 PROCUREMENT OF RECOVERED MATERIALS**

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.

\*\*This is your electronic signature.

I have read and hereby certify.

*(Required: Check if applicable)*

**3 2 C.F.R. § 200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE  
0 SERVICES OR EQUIPMENT**

The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor shall certify that they will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

\*\*This is your electronic signature.

I have read and hereby certify.

*(Required: Check if applicable)*

**3 2 C.F.R. § 200.322 CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND  
1 COMPLIANCE WITH BUY AMERICA PROVISIONS**

As appropriate and to the extent consistent with law, the District should, to the greatest extent practicable under a Federal award, provide has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it 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.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

\*\*This is your electronic signature.

I have read and hereby certify.

*(Required: Check if applicable)*

**3 2 C.F.R § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

CFR 200.321 requires that (a) non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

\*\*This is your electronic signature.

I have read and hereby certify.  
(Required: Check if applicable)

**3 2 C.F.R § 200.334 RECORDS RETENTION REQUIREMENTS**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Contractor certifies that Contractor is in compliance with all applicable provisions of 2 CFR 200.334.

\*\*This is your electronic signature.

I have read and hereby certify.  
(Required: Check if applicable)

**3 4 Buy American Provision**

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

\*\*This is your electronic signature.

I have read and hereby certify.  
(Required: Check if applicable)

**3 5 Federally Funded Purchases**

Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases.

\*\*This is your electronic signature.

I have read and hereby certify.  
(Required: Check if applicable)

**3 Addendum**

**6**

Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable.

\*\*This is your electronic signature.

I have read and hereby acknowledge.

*(Required: Check if applicable)*

**Bid Lines**

**1 FEE SCHEDULE**

*Proposer shall submit the cost for the services listed in the Scope of Work ("SOW"), inclusive of travel costs.*

**Item Attributes**

**1. Year 1 Fixed annual cost for "Core Consulting Services" (SOW 9.2, 9.3, 9.5)**

Medical, Dental, Pharmacy, Stop Loss (Medical)

*(Optional: Numbers only)*

**2. Year 1 Fixed annual cost for "Additional Consulting Services" (SOW 9.2, 9.4, 9.5)**

Workers Compensation Administration, Stop Loss (Workers Compensation), Property & Casualty, etc.

*(Optional: Numbers only)*

**3. Year 1 Fees for Other Consulting Service**

List Other Services and associated fees, not otherwise listed.

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*(Optional: Maximum 4000 characters allowed)*

**4. TOTAL FEES YEAR 1 (Line 1 + Line 2 + Line 3)**

*(Required: Numbers only)*

**5. Year 2 Fixed annual cost for "Core Consulting Services" (SOW 9.2, 9.3, 9.5)**

Medical, Dental, Pharmacy, Stop Loss (Medical)

*(Optional: Numbers only)*

**6. Year 2 Fixed annual cost for "Additional Consulting Services" (SOW 9.2, 9.4, 9.5)**

Workers Compensation Administration, Stop Loss (Workers Compensation), Property & Casualty, etc.

*(Optional: Numbers only)*

**7. Year 2 Fees for Other Consulting Service**

List Other Services and associated fees, not otherwise listed.

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*(Optional: Maximum 4000 characters allowed)*

**8. TOTAL FEES YEAR 2 (Line 5 + Line 6 + Line 7)**

*(Required: Numbers only)*

**9. Year 3 Fixed annual cost for "Core Consulting Services" (SOW 9.2, 9.3, 9.5)**

Medical, Dental, Pharmacy, Stop Loss (Medical)

*(Optional: Numbers only)*

**10. Year 3 Fixed annual cost for "Additional Consulting Services" (SOW 9.2, 9.4, 9.5)**

Workers Compensation Administration, Stop Loss (Workers Compensation), Property & Casualty, etc.

*(Optional: Numbers only)*

**11. Year 3 Fees for Other Consulting Service**

List Other Services and associated fees, not otherwise listed.

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*(Required: Maximum 4000 characters allowed)*

**12. TOTAL FEES YEAR 3 (Line 9 + Line 10 + Line 11)**

*(Required: Numbers only)*

**13. Estimated # of Monthly Consulting Hours**

*(Required: Numbers only)*

**14. Proposed # of Monthly On-Site Meetings (at minimum)**

*(Required: Numbers only)*

**2 FIRM INFO**

*Upload Organizational Chart on the "Response Attachments" tab.*

**Item Attributes**

**1. Name of Business Entity**

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*(Required: Maximum 1000 characters allowed)*

**2. Address**

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*(Required: Maximum 1000 characters allowed)*

**3. Contact Person**

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*(Required: Maximum 1000 characters allowed)*

**4. Telephone number**

(\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

**5. Email Address**

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*(Required: Email address)*

**6. Year Founded**

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*(Required: Numbers only)*

**7. Business History**

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*(Required: Maximum 4000 characters allowed)*

**8. Range of Services Provided, select all that apply.**

- Core Consulting Services
- Additional Consulting Services
- Other Services, not otherwise listed

*(Required: Check all that apply)*

**9. If you selected other, provide details.**

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*(Optional: Maximum 1000 characters allowed)*

**3 KEY PERSONNEL**

*If non-employee subcontractors or third parties will provide services on the account, they must be listed and qualifications must be provided*

**Item Attributes**

**1. Number of Staff to be assigned to this account**

*(Required: Numbers only)*

**2. Staff #1's name**

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*(Required: Maximum 1000 characters allowed)*

**3. Staff #1's title**

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*(Required: Maximum 1000 characters allowed)*

**4. Staff #1's employment type**

- Employee of firm
- Subcontractor (non-employee of firm)
- Employee of third-party

*(Required: Check all that apply)*

**5. Staff #1, if joint venture, identity firm (employer)**

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*(Optional: Maximum 1000 characters allowed)*

**6. Staff #1's education**

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*(Required: Maximum 4000 characters allowed)*

**7. Staff #1's relevant work history**

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*(Required: Maximum 4000 characters allowed)*

**8. Staff #1's relevant special skills & training**

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*(Required: Maximum 1000 characters allowed)*

**9. Staff #1's licenses & certifications**

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*(Required: Maximum 1000 characters allowed)*

**10. Staff #1's years with the firm**

*(Required: Numbers only)*

**11. Staff #1's years in the industry**

*(Required: Numbers only)*

**12. Staff #2's name**

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*(Required: Maximum 1000 characters allowed)*

**13. Staff #2's title**

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*(Required: Maximum 1000 characters allowed)*

**14. Staff #2's employment type**

- Employee of firm
- Subcontractor (non-employee of firm)
- Employee of third-party

*(Required: Check all that apply)*

**15. Staff #2, if joint venture, identity firm (employer)**

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*(Optional: Maximum 1000 characters allowed)*

**16. Staff #2's education**

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*(Required: Maximum 4000 characters allowed)*

**17. Staff #2's relevant work history**

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*(Required: Maximum 4000 characters allowed)*

**18. Staff #2's relevant special skills & training**

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*(Required: Maximum 1000 characters allowed)*

**19. Staff #2's licenses & certifications**

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*(Required: Maximum 1000 characters allowed)*

**20. Staff #2's years with the firm**

*(Required: Numbers only)*

**21. Staff #2's years in the industry**

*(Required: Numbers only)*

**22. Staff #3's name**

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*(Optional: Maximum 1000 characters allowed)*

**23. Staff #3's title**

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*(Optional: Maximum 1000 characters allowed)*

**24. Staff #3's employment type**

- Employee of firm
  - Subcontractor (non-employee of firm)
  - Employee of third-party
- (Optional: Check all that apply)*

**25. Staff #3, if joint venture, identity firm (employer)**

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*(Optional: Maximum 1000 characters allowed)*

**26. Staff #3's education**

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*(Optional: Maximum 4000 characters allowed)*

**27. Staff #3's relevant work history**

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*(Optional: Maximum 4000 characters allowed)*

**28. Staff #3's relevant special skills & training**

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*(Optional: Maximum 1000 characters allowed)*

**29. Staff #3's licenses & certifications**

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*(Optional: Maximum 1000 characters allowed)*

**30. Staff #3's years with the firm**

*(Optional: Numbers only)*

**31. Staff #3's years in the industry**

*(Optional: Numbers only)*

**32. Staff #4's name**

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*(Optional: Maximum 1000 characters allowed)*

**33. Staff #4's title**

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*(Optional: Maximum 1000 characters allowed)*

**34. Staff #4's employment type**

- Employee of firm
- Subcontractor (non-employee of firm)
- Employee of third-party

*(Optional: Check all that apply)*

**35. Staff #4, if joint venture, identify firm (employer)**

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*(Optional: Maximum 1000 characters allowed)*

**36. Staff #4's education**

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*(Optional: Maximum 4000 characters allowed)*

**37. Staff #4's relevant work history**

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*(Optional: Maximum 4000 characters allowed)*

**38. Staff #4's relevant special skills & training**

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*(Optional: Maximum 1000 characters allowed)*

**39. Staff #4's licenses & certifications**

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*(Optional: Maximum 1000 characters allowed)*

**40. Staff #4's years with the firm**

*(Optional: Numbers only)*

**41. Staff #4's years in the industry**

*(Optional: Numbers only)*

**4 REFERENCES - CONSULTING SERVICES K-12 EDUCATION**

List five (5) K-12 education clients of similar employer size (3,000+ EE) for which your firm is currently providing or has provided consulting services in the last five (5) years in the following areas:

- Core Consulting Services (Medical, Dental, Pharmacy, Stop Loss (Medical))
- Additional Consulting Services (Workers Compensation Administration, Stop Loss (Workers Compensation), Property & Casualty, etc.)
- Rio Grande Valley ("RGV") or Laredo School District

*District respects the privacy of all submitter's clients list but the District requires the information for proper evaluation. References will only be contacted if necessary and upon selection of finalist(s). Failure to provide references will be reflected in the evaluation process.*

**Item Attributes**

**1. Client 1 - Name of School District**

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*(Required: Maximum 1000 characters allowed)*

**2. Client 1 - # of Employees**

*(Required: Numbers only)*

**3. Client 1 - Term of Contract and Dates of Service**

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*(Required: Maximum 1000 characters allowed)*

**4. Client 1 - Contact Name**

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*(Required: Maximum 1000 characters allowed)*

**5. Client 1 - Contact phone number**

(\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

**6. Client 1 - Select Category Area of Experience**

- Core Consulting Services
- Additional Consulting Services
- RGV or Laredo School District

*(Required: Check all that apply)*

**7. Client 1 - Total Contract Fees**

\_\_\_\_\_

*(Required: Numbers only)*

**8. Client 2 - Name of School District**

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*(Required: Maximum 1000 characters allowed)*

**9. Client 2 - # of Employees**

\_\_\_\_\_

*(Required: Numbers only)*

**10. Client 2 - Term of Contract and Dates of Service**

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*(Required: Maximum 1000 characters allowed)*

**11. Client 2 - Contact Name**

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*(Required: Maximum 1000 characters allowed)*

**12. Client 2 - Contact phone number**

(\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

**13. Client 2 - Total Contract Fees**

\_\_\_\_\_

*(Required: Numbers only)*

**14. Client 2 - Select Category Area of Experience**

- Core Consulting Services
  - Additional Consulting Services
  - RGV or Laredo School District
- (Required: Check all that apply)*

**15. Client 3 - Name of School District**

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*(Required: Maximum 1000 characters allowed)*

**16. Client 3 - # of Employees**

*(Required: Numbers only)*

**17. Client 3 - Term of Contract and Dates of Service**

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*(Required: Maximum 1000 characters allowed)*

**18. Client 3 - Contact Name**

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*(Required: Maximum 1000 characters allowed)*

**19. Client 3 - Contact phone number**

 ext: 

*(Required)*

**20. Client 3 - Total Contract Fees**

*(Required: Numbers only)*

**21. Client 3 - Select Category Area of Experience**

- Core Consulting Services
  - Additional Consulting Services
  - RGV or Laredo School District
- (Required: Check all that apply)*

**22. Client 4 - Name of School District**

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*(Required: Maximum 1000 characters allowed)*

**23. Client 4 - # of Employees**

*(Required: Numbers only)*

**24. Client 4 - Term of Contract and Dates of Service**

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*(Required: Maximum 1000 characters allowed)*

**25. Client 4 - Contact Name**

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*(Required: Maximum 1000 characters allowed)*

**26. Client 4 - Contact phone number**

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

**27. Client 4 - Total Contract Fees**

\_\_\_\_\_

*(Required: Numbers only)*

**28. Client 4 - Select Category Area of Experience**

- Core Consulting Services
- Additional Consulting Services
- RGV or Laredo School District

*(Required: Check all that apply)*

**29. Client 5 - Name of School District**

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*(Required: Maximum 1000 characters allowed)*

**30. Client 5 - # of Employees**

\_\_\_\_\_

*(Required: Numbers only)*

**31. Client 5 - Term of Contract and Dates of Service**

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*(Required: Maximum 1000 characters allowed)*

**32. Client 5 - Contact Name**

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*(Required: Maximum 1000 characters allowed)*

**33. Client 5 - Contact phone number**

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

**34. Client 5 - Total Contract Fees**

*(Required: Numbers only)*

**35. Client 5 - Select Category Area of Experience**

- Core Consulting Services
- Additional Consulting Services
- RGV or Laredo School District

*(Required: Check all that apply)*

**5 CLAIMS AND COMPLAINT HISTORY**

List any claims filed against the Proposer (or its agents/employees) by any of the following:

**"Category A"** a liability insurance carrier for negligence, intentional torts, medical malpractice & any other alleged professional errors & omissions

or

**"Category B"** a local, state or federal regulatory agencies, business organizations, or other outside agencies

*Additional Claims & Complaint History documentation may be uploaded to the "Response Attachments" tab as necessary.*

**Item Attributes**

**1. Complainant 1 - Name**

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*(Optional: Maximum 1000 characters allowed)*

**2. Insurance Carrier**

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*(Optional: Maximum 1000 characters allowed)*

**3. Nature & Resolution of Claim**

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*(Optional: Maximum 4000 characters allowed)*

**4. Comments**

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*(Optional: Maximum 1000 characters allowed)*

**5. List area of complaint**

Category A

Category B

*(Optional: Check all that apply)*

**6. Complainant 2 - Name**

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*(Optional: Maximum 1000 characters allowed)*

**7. Insurance Carrier**

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*(Optional: Maximum 1000 characters allowed)*

**8. Nature & Resolution of Claim**

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*(Optional: Maximum 4000 characters allowed)*

**9. Comments**

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*(Optional: Maximum 1000 characters allowed)*

**10. List area of complaint**

Category A

Category B

*(Optional: Check all that apply)*

**11. Complainant 3 - Name**

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*(Optional: Maximum 1000 characters allowed)*

**12. Insurance Carrier**

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*(Optional: Maximum 1000 characters allowed)*

**13. Nature & Resolution of Claim**

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*(Optional: Maximum 4000 characters allowed)*

**14. Comments**

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*(Optional: Maximum 1000 characters allowed)*

**15. List area of complaint**

Category A

Category B

*(Optional: Check all that apply)*



**McALLEN INDEPENDENT SCHOOL DISTRICT**  
**RFP No. 2022-1017 – Insurance & Employee Benefits Consulting 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 eighteen (18) elementary schools, six (6) middle schools, three (3) traditional high schools, and two (2) non-traditional high schools.

Officers of the District are:

Debbie Crane-Aliseda, Trustee  
Conrado Alvarado, Trustee  
Tony Forina, Trustee  
Sofia Pena, Trustee  
Sam Saldivar, Jr., Trustee  
Marco Suarez, Trustee  
Daniel D. Vela, Trustee  
Dr. Jose A. Gonzalez, Superintendent

**2.0 INTENT**

It is the intent of the District, through this Request for Proposal (“RFP”), to select proposer(s) (“Proposer”), offering the best value for insurance and employee benefits consulting 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 (“Contract”) resulting from this RFP will be for a term of three (3) years.

**4.1 Termination without Cause.** District shall have the right to terminate this contract without cause on thirty (30) days written notice to the Respondent.

**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.

**McALLEN INDEPENDENT SCHOOL DISTRICT**  
**RFP No. 2022-1017 – Insurance & Employee Benefits Consulting Services**  
**Specifications and Scope of Work**

- 4.3** Proposer shall not be entitled to lost profits or any further compensation not earned prior to the time of cancellation.

**5.0 PRICING, INVOICING AND PAYMENT**

The pricing offered through this RFP must remain firm for the term of the Contract. 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](mailto:alejandra.gonzalez@mcallenisd.net).

**6.0 EVALUATION CRITERIA**

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

- 6.1** the purchase price;
- 6.2** the reputation of the vendor and of the vendor's goods or services;
- 6.3** the quality of the vendor's goods or services;
- 6.4** the extent to which the goods or services meet the District's needs;
- 6.5** the vendor's past relationship with the District;
- 6.6** 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);
- 6.7** the total long-term cost to the District to acquire the vendor's goods or service;
- 6.8** 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:
  - 6.8.1** has its principal place of business in this state; or
  - 6.8.2** employs at least 500 persons in this state; and
- 6.9** any other relevant factor specifically listed in the request for proposals.

Refer to Attachment "A" for weights.

**7.0 EVALUATION COMMITTEE.**

The evaluation committee which will be comprised of Andres Silva, Director for Employee Benefits Safety & Risk Management; Alejandra Gonzalez, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Liz Montes, Senior Buyer, will evaluate the RFP and recommend the successful vendor(s).

**8.0 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 the Questions tab.

**McALLEN INDEPENDENT SCHOOL DISTRICT**  
**RFP No. 2022-1017 – Insurance & Employee Benefits Consulting Services**  
***Specifications and Scope of Work***

**9.0 SCOPE OF WORK**

**9.1** Proposer shall provide consulting services to the Employee Benefits Department (“Department”), to include, but not limited to, assisting and consulting through the competitive procurement process. Primary and additional consulting services shall include, but are not limited to, the following:

**9.1.1** “**CORE CONSULTING SERVICES**” – Medical, Dental, Pharmacy, Stop Loss (Medical)

**9.1.2** “**ADDITIONAL CONSULTING SERVICES**” - Workers Compensation Administration, Stop Loss (Workers Compensation), Property & Casualty, etc.

**9.2** **COMBINED CONSULTING SERVICES (9.1.1 and 9.1.2)** shall include, but are not limited to, the following:

**9.2.1** the development of solicitation documents;

**9.2.2** analyzing and summarizing solicitation responses submitted;

**9.2.3** developing performance guarantees;

**9.2.4** offering recommendation of interviewees;

**9.2.5** assisting with negotiation of contracts; and

**9.2.6** implementation & monitoring

**9.3** **CORE CONSULTING SERVICES (9.1.1)** shall include, but not limited to, issuing written recommendations for the following services:

**9.3.1** plan administration and claims paying services;

**9.3.2** benefit design;

**9.3.3** utilization/concurrent review administration;

**9.3.4** managed care network;

**9.3.5** prescription management programs;

**9.3.6** excess risk coverage;

**9.3.7** disease management programs;

**9.3.8** on-site clinic programs;

**9.3.9** wellness programs;

**9.3.10** Employee Assistance Program;

**9.3.11** direct provider contracting; and

**9.3.12** any other services required by Department

**9.4** **ADDITIONAL CONSULTING SERVICES (9.1.2)** shall include, but are not limited to, issuing written recommendations for the following services:

**9.4.1** property and casualty;

**9.4.2** general liability;

**9.4.3** workers compensation;

**9.4.4** student accident insurance and voluntary;

**9.4.5** voluntary/supplement insurance;

**9.4.6** group cancer;

**9.4.7** short term disability;

**9.4.8** term life;

**9.4.9** accidental death & dismemberment (“AD&D”);

**9.4.10** internal revenue code 125 plans (“IRC 125”);

**9.4.11** vision;

**9.4.12** legal;

**9.4.13** automotive;

**9.4.14** educator’s liability;

**9.4.15** worker’s compensation excess insurance;

**9.4.16** 403(b), and 457 deferred compensation; and

**9.4.17** Any other services required by the Department.

**McALLEN INDEPENDENT SCHOOL DISTRICT**  
**RFP No. 2022-1017 – Insurance & Employee Benefits Consulting Services**  
***Specifications and Scope of Work***

- 9.5**     **Awarded Proposer(s) shall:**
- 9.5.1**     **evaluate the present benefit plans to determine if:**
    - 9.5.1.1**     benefits are adequate, and competitive with other local and state independent school district plans;
    - 9.5.1.2**     employee and employer contributions are in line with other employer’s contributions;
    - 9.5.1.3**     recommend changes in plan provisions;
    - 9.5.1.4**     provide alternative delivery systems; and
    - 9.5.1.5**     provide cost containment and funding alternatives.
  - 9.5.2**     Provide ongoing monitoring, evaluation, and review of programs throughout the year and provide recommendations as necessary.
  - 9.5.3**     Assist in development of annual benefits budget.
  - 9.5.4**     Perform or coordinate actuarial study, as requested by District, and prepare financial projections.
  - 9.5.5**     Assist in administering all group insurance plans to include, but not limited to, responding to questions from staff and providing information to staff.
  - 9.5.6**     Assist in providing advice, guidance, and direction regarding laws and regulations related to employee benefits.
  - 9.5.7**     Assist with the implementation and communication of new programs or changes to existing programs.
  - 9.5.8**     Attend and present information at Board meetings, as necessary.
  - 9.5.9**     Provide financial and performance update briefings to Board of Trustees and insurance committee, as well as attend monthly visits with District staff for various meetings/presentations, as requested.
  - 9.5.10**    Provide customized monthly, quarterly, and annual reports to include, but not limited to, the following:
    - 9.5.10.1**    analysis of actual vs. budget;
    - 9.5.10.2**    comparison of plan costs to projections;
    - 9.5.10.3**    utilization review;
    - 9.5.10.4**    comparisons to prior claims period;
    - 9.5.10.5**    plan trends vs. benchmarks;
    - 9.5.10.6**    per employee per month average;
    - 9.5.10.7**    executive summary of program expenses;
    - 9.5.10.8**    comparison of current costs to renewal costs;
    - 9.5.10.9**    comparison of current year to prior year;
    - 9.5.10.10**   renewal alternatives;
    - 9.5.10.11**   incurred but not reported dollar projections (“IBNR”);
    - 9.5.10.12**   overview of specific stop loss projections;
    - 9.5.10.13**   future plan cost projections;
    - 9.5.10.14**   dollars saved by contract negotiations;
    - 9.5.10.15**   dollars saved by implementing best practices;
    - 9.5.10.16**   percent of benefit dollars paid by employee;
    - 9.5.10.17**   per employee per month average;
    - 9.5.10.18**   claims by size;
    - 9.5.10.19**   benefits paid by type of service; and
    - 9.5.10.20**   fixed expense comparison.
  - 9.5.11**    Ensure that no officer, employee, shareholder, or associate contracted by Consultant or associate having any business relationship with Consultant, shall receive or solicit any compensation or any other monetary benefit from any entities that contract with or seek to contract with District for products of insurance or services during the term of the contract with District.

**McALLEN INDEPENDENT SCHOOL DISTRICT**  
**RFP No. 2022-1017 – Insurance & Employee Benefits Consulting Services**  
***Specifications and Scope of Work***

**9.5.12** Perform other Benefits and/or Risk Management projects/tasks, as requested.

**9.6 HOURS/ON-SITE TRAVEL:** The estimated number of consulting hours and on-site travel commitment shall be included in Bid Line Item 1, attributes #13 and #14.

**9.7 CONFIDENTIALITY OF RECORDS:** The Awarded Proposer shall maintain the confidentiality of records in accordance with applicable laws and regulations such as Americans with Disabilities Act, Health Insurance Portability and Accountability Act, Family Educational Rights and Privacy Act, and the Family Medical Leave Act.

**10.0 AWARD INFORMATION**

Award information will be available for download from our website within ninety (90) days of opening:

<https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors>.

**11.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

The District prefers and encourages Proposers to submit their response through Ionwave (<https://mcallenisd.ionwave.net>), however, we will accept submittals in a sealed envelope via mail or hand delivered. Email Liz Montes, Senior Buyer at [emontes@mcallensd.net](mailto:emontes@mcallensd.net) for address and mailing instructions.

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 Certification regarding Boycotting of Israel & Prohibition on Contracts with Certain Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization and Listed Companies - Govt Code 808 (HB89) and Govt Code 2252 (SB252): Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies of services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
- 1.10 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 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](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - Enter Required information
  - Print form
  - Submit with proposal
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 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.

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General Terms and Conditions  
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- 1.15 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.
- 1.16 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.
- 1.17 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.
- 1.17.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.
- 1.17.2 Payment and performance bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).
- 1.17.3 Bonds may be executed only by a surety company that is authorized and admitted to write surety bonds in the State of Texas.
- 1.17.4 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.
- 1.17.5 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.
- 1.17.6 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

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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.
  - 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

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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 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:  
McAllen Independent School District  
Attn: Purchasing Services  
2000N. 23<sup>rd</sup> ST.  
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 to 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 electronically. It is the Proposer's responsibility to view the District's Bidding Portal regularly, or prior to submitting a quote, to ensure that no addenda or additional information have been issued for the solicitation. The web address is <https://mcallenisd.ionwave.net/Login.aspx>.
- 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 the following purchasing webpage: <https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors>.
- 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 initiated 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 Independent School District  
ATTN: Purchasing Services (RFP #/Name)  
2000 N. 23<sup>rd</sup> Street  
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

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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://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors>. Award information will be posted approximately ninety (90) days from proposal opening. Proposer must advise the District within 10 (ten) 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 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) 657-4480.
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:  
McAllen Independent School District  
ATTN: Director of Accounting  
2000 North 23 Street

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- 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 no 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 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 Meetschedules;
    - 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

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along with the percent of post- and pre- consumer content to:

McAllen Independent School District  
ATTN: Purchasing Services  
2000 N. 23<sup>rd</sup> Street  
McAllen, TX 78501

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 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 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

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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 Ionwave website <https://mcallenisd.ionwave.net/Login.aspx>.

# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>											
					-			-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.

# 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

## **CONFLICT OF INTEREST QUESTIONNAIRE**

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



## ADDENDUM #1

*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 addendum on the “Attributes” tab in Ionwave.*

December 7, 2021

**RE: Request for Proposal No. 2022-1017 - Insurance & Employee Benefits Consulting Services**

Please note the following changes for the referenced project.

- **Attachment A** and **Consultant Contract Template** have been uploaded to the “Attachments” tab for your reference.

\*Vendors are responsible for viewing Ionwave regularly to ensure that no addenda or additional information have been issued for the solicitation.

## ATTACHMENT A

### RFP No. 2022-1017 Insurance & Employee Benefits Consulting Services

No.	Criteria	Max. Pts. 100
	<b>Total Points</b>	<b>100</b>
	<b>Ranking</b>	
<b>1</b>	<b>Price</b>	<b>50</b>
	Total Year 1 Fees (L 1.4)	50
<b>2</b>	<b>Reputation of the vendor and of the vendor's goods or services;</b>	<b>9</b>
	References (L4) Core Srvs. = 1.2 pts each	6
	References (L4) Additional Consulting Srvs. = 0.6 pts each	3
<b>3</b>	<b>The quality of the vendor's goods or services</b>	<b>9</b>
	Experience (Firm) (L 3.10, 3.20, 3.30, 3.40)	4
	<i>Weighted Distribution based on Average Years</i>	
	Experience (Industry) (L 3.11, 3.21, 3.31, 3.41)	4
	<i>Weighted Distribution based on Average Years</i>	
	Claims against vendor (L5) Yes = 0 pt. No = 1 pt each.	1
<b>4</b>	<b>The extent to which the goods or services meet District's needs</b>	<b>13</b>
	<b>Range of Service (L 2.8)</b>	<b>9</b>
	Core Services Yes= 6 pts. No = 0 pts.	6
	Additional Services Yes = 3 pts. No = 0 pts.	3
	<b>Licenses: (L 3.9, 3.19, 3.29, 3.39)</b>	<b>4</b>
	General Life & Health Agent Yes = 2 pt. No = 0 pts.	2
	Risk Manager Yes = 2 pt. No = 0 pts.	2
<b>5</b>	<b>Past Relationship with District</b>	<b>1</b>
	Yes = 1 pt. No = 0 pts.	1
<b>6</b>	<b>HUB</b>	<b>0</b>
<b>7</b>	<b>Total long-term cost to the district to acquire the vendor's goods or services;</b>	<b>5</b>
	Year 2 (L 1.8) 2.5 pts	2.5
	Year 3 (L 1.12) 2.5 pts	2.5
	<i>Weighted Distribution based on lowest Year 2 and Year 3 fee</i>	
<b>8</b>	<b>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</b>	<b>1</b>
	Yes = 1 pt. No = 0 pts.	1
<b>9</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>	<b>2</b>
	Value added Staff members who are subcontractors/employees of a third party. (L3.4, 3.14, 3.24, 3.34) 1/2 pt. per staff Max 2 pts.	2

**MCALLEN INDEPENDENT SCHOOL DISTRICT**  
**CONSULTING AGREEMENT No. 2022-XXX**

THIS Agreement, made and entered by and between the **MCALLEN INDEPENDENT SCHOOL DISTRICT** ("District") and [**CONSULTANT LEGAL NAME**] a [State] [Individual, Sole Proprietor, Corporation, Other] hereinafter referred to as ("Consultant").

**WITNESSETH:**

**WHEREAS**, District recognizes that the Employee Benefits Department of District (the "Department"); requires certain services rendered by Consultant who has the training, experience, and qualifications necessary to provide the services.

**WHEREAS**, District requested bids and/or proposals from vendors for the certain services, such services more particularly described on Exhibit A attached hereto (the "Services).

**WHEREAS**, Consultant submitted a response to the District's bid and/or proposal, a copy of which is attached hereto as Exhibit "B".

**WHEREAS**, District has determined that the proper, orderly and efficient delivery of quality Services for the District can be accomplished best by contracting with Consultant 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 Consultant 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 Agreement;

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

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

## 1. OBLIGATIONS OF THE CONSULTANT

The Consultant agrees to provide the following Services to District during the term of this Agreement:

- a. **Performance of Services.** The Consultant will provide the Services described on Exhibit "A" attached hereto and incorporated herein at this point for all purposes and will use proper professional standards in providing the services to District.
- b. **Administration.** The Consultant will communicate with the Administrator(s) designated by District regarding the administration of the Services and this Agreement. Notwithstanding anything herein to the contrary, District will not have or exercise control over the manner in which the professional services of the Consultant are performed as would jeopardize the status of the Consultant as an independent contractor.
- c. **Quality of Services.** The Consultant will continually work to improve the quality of and maintain a reasonable cost for provision of the Services furnished to District. In furtherance thereof, Consultant agrees to fully cooperate with personnel designated by District.
- d. **Records.** Consultant shall, at Consultant's expense, keep or cause to be kept for three (3) years following the provision of the Services accurate and complete records in an adequate filing system. Consultant shall furnish District on written request copies of all such records to the extent such records are not prohibited from disclosure to District by applicable law.
- e. **Ethics.** Consultant shall insure that, in performing the Services under this Agreement, Consultant uses his best and most diligent efforts and professional skills, performs professional and supervisory services, and renders the Services in accordance with and in a manner consistent with the highest standards of Consultant's profession and comply with all applicable laws and regulations related thereto.  
  
No officer, employee, shareholder or associate contracted by Consultant or associate having any business relationship with Consultant, shall receive or solicit any compensation or any other monetary benefit from any entities that contract with or seek to contract with District for products of insurance or services during the term of the contract with District.
- f. **Certification.** Consultant shall maintain Consultant's license and all legally required certificates in the State of Texas as is required to perform the Services.

- g. **Confidentiality of Records.** The Consultant shall maintain the confidentiality of records in accordance with applicable laws and regulations.
- h. **Confidentiality. Health Insurance Portability and Accountability Act (HIPAA) Compliance** – The Consultant shall comply with all requirements set forth by the Health Insurance Portability and Accountability Act (HIPAA) including, but not limited to, the requirements for Electronic Data Interchange (EDI) and Privacy. Consultant shall be able to provide proof of HIPAA compliance as described on **Exhibit “D”** attached hereto and incorporated herein at this point for all purposes.
- i. **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).
- j. **CRIMINAL HISTORY INFORMATION.** Pursuant to Texas Education Code Section 22.0834 (Senate Bill 9), Consultant shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Consultant if the employee, applicant, agent, or subcontractor has or will have continuing duties related to the Services, and the duties are or will be performed on school property or at another location where students are regularly present.
- k. **ENTITIES THAT BOYCOTT ISRAEL**
- If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**2. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES (SB 13)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**3. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES (SB 19)**

If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This verification is not required for an agreement with a sole-source provider; or a governmental entity that does not receive bids from a company that is able to provide this verification.

**4. 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 sanction's 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.

#### **5. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS**

Contractor shall comply with all requirements on [Part 3.2 – Compliance Requirements](#).

Consultant shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Consultant 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." Consultant's violation of this section shall constitute a material breach of Agreement.

If the Consultant 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.

#### **6. INSURANCE COVERAGE**

At all times during the term of this Agreement, Consultant will, at Consultant'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) and Employer's Liability Limits - \$500,000
- b. Professional Liability -\$1,000,000 each claim and in the aggregate
- c. Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate.
- d. 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.

e. The District shall be named as an additional insured by endorsement on the Consultant's policy as to the subject job.

f. The Consultant 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 Agreement as Exhibit C.

## 7. CONSULTANT'S COVENANTS AND WARRANTIES

Consultant makes the following representations and warranties to District with respect to each Consultant or employee of Consultant providing Services hereunder.

a. **Licensure.** Consultant is duly licensed to provide the Services in the State of Texas to the extent licensure is required to provide the Services.

b. **Suspension of License.** Consultant's license to provide the Services in any state has never been suspended or revoked.

c. **Discipline.** Consultant has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local society or specialty board.

d. **Malpractice Judgment.** There has never been entered against Consultant a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of \$10,000.00.

e. **Settlement.** No action based on an allegation of malpractice by Consultant has ever been settled by payment to the plaintiff of an aggregate amount in excess of \$10,000.00.

f. **Debarment and Suspension.** Contractor shall comply with all requirements on [Part 3.2 – Compliance Requirements](#).

## 8. PARTIES' RELATIONSHIP

The Consultant, at all times will act as an independent contractor providing the Services and will not act or hold himself out to third parties as an employee or agent of District in the provision of the Services or materials under this Agreement. The District shall not control how the results or the details of the Services are provided and/or achieved. As an independent contractor, Consultant shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services described

in **Exhibit “A”** attached hereto and shall not rely on or require the District to supply any of the above, unless otherwise specified in this Agreement.

#### **9. TAXES AND BENEFITS**

District will not withhold income tax or Social Security tax on behalf of the Consultant or any of Consultant's partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against District for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Consultant will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

#### **10. INCURRING FINANCIAL OBLIGATION**

The Consultant will incur no financial obligation on behalf of District without prior written approval from the Superintendent of District or Superintendent's designee.

#### **11. CONSULTATION**

While this Agreement is in effect, the parties understand that the Consultant may not be the exclusive source of providing the Services.

#### **12. PROFESSIONAL ASSOCIATES**

The Consultant may, at the Consultant's expense, contract with such other consultants as the Consultant deems necessary or appropriate (hereinafter collectively referred to as “Associates”) to assist Consultant in the fulfillment of Consultant's obligations under this Agreement. The Consultant will be fully responsible for performing or assuring that any Associate performs the Services in compliance with the provisions of this Agreement. Furthermore, all Associates must be currently licensed in the State of Texas to provide the Services to the extent licensure is required to provide the Services. No Associates will be permitted to perform Services under this Agreement until they have agreed in writing to be bound by all of the provisions of this Agreement **Exhibit “E”**.

#### **13. FEES TO CONSULTANT**

The sole source of compensation to the Consultant under this Agreement will be the compensation paid by District to Consultant in accordance with the terms and provisions of Exhibit B attached hereto and incorporated herein at the point for all purposes. The Consultant will not bill or collect fees for Services to

District from any third parties. As consideration for performing the services as necessary pursuant to this Agreement, District agrees to pay Consultant for Services as invoiced upon successful and satisfactory delivery of Services to District, as specified in, and in accordance with **Exhibit "B"**, with verification by District's authorized representative of such invoice in compliance with the conditions and information in this Agreement. The invoice provided by the Consultant will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

#### **14. ACCESS TO BOOKS AND RECORDS**

Consultant recognizes that District is a participant in governmental payment programs. In connection with such programs, the Consultant 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

#### **15. NON-DISCRIMINATION**

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

#### **16. HOLD HARMLESS**

Consultant will indemnify and hold District harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorney's fees, regardless of the outcome of such claim or action) caused by, resulting from , or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Consultant's or that of any person providing Services hereunder through or for the Consultant. Upon written notice from District, the consultant will resist and defend at Consultant's expense, and by counsel reasonably satisfactory to District any such claim or action. Consultant will carry proper insurance with District as an additional named insured to the extent such is reasonably available.

#### **17. TERM AND TERMINATION OF AGREEMENT**

- a. **Term.** The term of this agreement shall be for a primary term of (state the years)

commencing (insert beginning and ending dates). All services must be completed during the term of the Agreement.

**b. Termination without Cause.** The District reserves the right to cancel/terminate this Agreement in part or in whole without cause within thirty (30) days written notice to the Consultant. If the District so cancels/terminates this Agreement, Consultant shall deliver all data and material developed to date to District. Consultant shall not be entitled to lost profits or any further compensation not earned prior to time of such cancellation/termination.

**c. Termination with Cause.** If either party fails to observe or perform in a material manner any term or condition of this Agreement to be performed or observed by such party, the aggrieved party shall send written notice specifying the nature of the alleged default. If the default is not fully cured within ten (10) days after giving the notice, then the aggrieved party may elect to terminate this Agreement or pursuant to applicable law.

**d. Non-Interference.** Following the expiration of this Agreement or its termination for any reason, Consultant agrees to do nothing that may interfere with the Services already rendered.

## 18. NOTICES

Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Consultant:

Name of consultant  
ATTN:  
address  
McAllen, TX 78504

If to DISTRICT:

Dr. Jose A. Gonzalez, Superintendent  
McAllen Independent School District  
2000 North 23<sup>rd</sup> Street  
McAllen, Texas 78501-6126

## 19. LAW

**THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT 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.**

## **20. NO IMPLIED WAIVER**

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

## **21. SEVERABILITY**

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

## **22. 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 Consultant may not assign Consultant's rights or obligations under this Agreement without District's written consent. Any assignment in violation of this provision shall give District the right to terminate this Agreement immediately, upon written notice to the Consultant.

## **23. AMENDMENTS**

Any amendment to this Agreement will be effective only if in writing and signed by District and the Consultant.

## **24. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

## **25. INTERPRETATION**

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

## **26. VARIATIONS OF PRONOUNS**

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.

## **27. AUTHORIZATION FOR AGREEMENT**

The execution and performance of this Agreement by District and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable will incur no financial obligations of Consultant and District in accordance with its terms.

## **28. IMMUNITIES**

Nothing in this Agreement 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.

## **29. 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 Agreement, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Consultant and any assignee of such occurrence. This Agreement 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 Agreement relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Consultant or its assignee stop the services on the date of such termination.

## **30. ADDITIONAL PROVISIONS**

Notwithstanding anything to the contrary contained elsewhere herein, District and Consultant hereby covenant and agree:

The compensation, if any, to be paid to Consultant by District is reasonable considering amounts charged by others in the same or similar geographic area for similar services.

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

**IN WITNESS WHEREOF**, District has caused its name to be hereunto subscribed by a duly authorized employee thereunto and Consultant has hereunto subscribed his or its name as applicable.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 21.

**DISTRICT:**

**McALLEN INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Sam Saldivar Jr., Board of Trustees President

**CONSULTANT:**

**Company Name**

By: \_\_\_\_\_

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

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

Approved as to form:

Atlas Hall & Rodriguez, LLP by: \_\_\_\_\_  
Stephen L. Crain

DRAFT

## EXHIBIT "A"

### Definition of Services

I. Consultant agrees when requested by the Department stop per form these services:

#### CONSULTING SERVICES

- Oversee the competitive marketing process for award and implementation of a vendor(s) for the self-funded medical/dental plan effective 10/1/2019 including but not limited to the competitive marketing process, developing of the RFP documents, analyzing proposals, summarizing bid findings, developing performance guarantees, conducting interviews with finalists, negotiating contracts and issuing written recommendations for services including but not limited to the following: Plan Administration and claims paying services, benefit design, utilization/concurrent review administration, managed care network, prescription management programs, excess risk coverage, disease management programs, on-site clinic programs, wellness programs, employee assistance program, and direct provider contracting ,etc.
- Evaluate the present benefit plans to determine if benefits are adequate, competitive with other local and State ISD plans, employee and employer contributions are in line with other employer's contributions as well as identify recommendations for changes in plan provisions, alternative delivery systems, cost containment and funding alternatives.
- Provide ongoing monitoring, evaluation and review of programs throughout the year and provide recommendations as necessary. Assist in development of annual benefits budget, perform or coordinate actuarial study as requested by District and prepare financial projections.
- Assisting in administering all group insurance plans, responding to questions from and providing information to staff.
- Assist with compliance with all laws and regulations related to employee benefits.
- Assist with the implementation and communication of new programs or changes to existing programs, which will include attending and presenting information at meetings as necessary.
- Provide quarterly, and more frequent if requested, financial and performance update briefings to Board of Trustees of MISD and Insurance Committee as well as minimum monthly visits with MISD staff.
- Provide monthly, quarterly and annual reports customized with MISD input:
  - e.g. Analysis of Actual vs Budget
  - Comparison of Plan Cost to Projections Utilization Review
  - Comparison to Prior Claims Period Plan Trends vs Benchmarks
  - Per employee per month Average Executive Summary of Program Expenses
  - Comparison of Current Cost to Renewal Cost
  - Comparison of Current Year to Prior Year Renewal Alternatives
  - Incurred but not reported Dollar Projections (IBNR) overview of specific stop loss projections
  - Future plan cost projections
  - Dollar saved by contract negotiations

- Dollar saved by implementing best practices
  - Percentage of benefit dollars paid by employee per employee per month average
  - Benefits paid by type of service fixed expense comparison
- A minimum of six (6) on site meetings/presentations.

**OTHER CONSULTING**

- Oversee the competitive marketing process for award and implementation of proposals for property, general liability, workers compensation, student accident insurance, and voluntary insurance plans including but not limited to Group Cancer, Short Term Disability, Term Life, AD&D, IRC 125 plans, Vision, Legal, auto, educators liability, property, workers compensation excess insurance, 403(b) and 457 deferred compensation including but not limited to review, tabulation, evaluation and analysis of programs.
  - Perform other Benefits or Risk Management projects/tasks as requested.
- II. The Consultant will provide a complete record of all services rendered to the Departments with an itemized billing relating to services provided. The Departments will pay the Consultant for such charges within thirty (30) days of date of invoice by Consultant.
  - III. The Consultant agrees that it will permit the Director for the Department(s) to examine and evaluate the Consultant's program of services provided under the Contract and to inspect all records relating to these services, as they apply to clients for the Departments. The Consultant will also furnish to the Departments, within three (3) business days, such information, in writing, as may be requested relating to the services. Consultant shall furnish to MISD evidence of a current license and other professional credentials.
  - IV. The Departments shall be responsible for obtaining consent/release and social case history and providing same to the Consultant.

## EXHIBIT "B"

### Definition of Costs

I. Consultant and District agree that Consultant will provide services listed in Exhibit "A" with the Definition of Cost listed below.

- MISD will not reimburse for travel time nor mileage.

All invoices for Consultant's services hereunder shall include the following:

- (1) a record of the services performed;
- (2) the date(s) service (s) were performed; (including the name and recipient of service);
- (3) As consideration for performing the services as necessary pursuant to the Contract Documents as outlined in Exhibit A, MISD agrees to pay Consultant an annual amount of \_\_\_\_\_ to be paid in (4) equal installments of \_\_\_\_\_ and no cents (\$00,000) with the first installment due and payable within 30 days of contract being Board approved and at the end of each calendar year quarter thereafter.

**EXHIBIT "C"**  
**INSURANCE COVERAGE**

DRAFT

**EXHIBIT "D"**  
**COMPLIANCE AGREEMENT**

This Compliance Agreement ("Agreement") is made effective by and between McAllen Independent School District ("District") and \_\_\_\_\_ ("Consultant").

WHEREAS, both parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") and other regulations issued under 45 CFR parts 142 and 160-164 pursuant to the Health Insurance Portability and Accountability Act of 1996 (collectively, "HIPAA"). The parties hereby agree as follow:

1. Definitions
  - a. All terms in this agreement will have the same meaning as defined in the HIPAA Privacy Standards found in 45 CFR Part 160 and Part 164, Subparts A and E.
2. Permitted Uses and Disclosures
  - a. Services: Consultant provides services ("Services") for District that involve the use and disclosure of Protected Health Information. Except as otherwise specified herein, Consultant may make any and all uses of Protected Health Information necessary to perform its obligations to District. All other uses not authorized by this Agreement or required by Law are prohibited.
  - b. Business Activities of Consultant: Unless otherwise limited herein, Consultant may disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Consultant, provided that the disclosures are in compliance with HIPAA and any applicable state laws or regulations governing health information.
3. Use and Disclosure of Protected Health Information
  - a. Responsibilities of Consultant: With regard to its use and/or disclosure of Protected Health Information, Consultant hereby agrees to do the following:
    - i. Consultant agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
    - ii. Consultant agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provides for by this Agreement.
    - iii. Consultant agrees to mitigate, to the extent practicable, and harmful effect that is known to Consultant of a use or disclosure of Protected Health Information by Consultant in violation of the requirements of this Agreement.
    - iv. Consultant agrees to report to District any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
    - v. Consultant agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Consultant on behalf of District agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
    - vi. Consultant agrees to provide access, at the request of District, and in the time and manner agreed to by both the Consultant and the District, to Protected Health Information in a designated record set, to District, or as directed by District, to an individual in order to meet the requirements under 45 CFR 164.524.
    - vii. Consultant agrees to make any amendment(s) to Protected Health Information in a designated record set that the District directs or agrees to pursuant to 45 CFR 164.526 at the request of District, and in the time and manner agreed to by both the Consultant and the District.
    - viii. Consultant agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Consultant on behalf of District available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Consultant's compliance with the Privacy Rule.

- ix. Consultant agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Consultant to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
  - b. Responsibilities of District: With regard to the use and/or disclosure of Protected Health Information by Consultant, District hereby agrees to do the following:
    - i. District shall not request Consultant to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by District.
    - ii. Notify Consultant, in writing and in a timely manner, of any arrangements permitted or required of District under HIPAA that may impact in any manner the use and/or disclosure of Protected Health Information by Consultant under this Agreement.
4. **Term and Termination**
- a. Term: This Agreement shall be for a term identical to that described in section 13.a of the Professional Service Agreement to which this Compliance Agreement is attached.
  - b. Termination by Breach: If District determines that Consultant has violated a material term of this Agreement, District will give the Consultant an opportunity to cure the violation. If Consultant does not cure a violation of this Agreement to the satisfaction of District, District may terminate this Agreement with a thirty (30) day written notice to Consultant.
  - c. Effects of Termination: Disposal of Protected Health Information. Upon termination of this Agreement, Business Associate shall return to District or destroy all Protected Health Information that Consultant obtained or maintained pursuant to this Agreement on behalf of District. If the parties agree at that time that the return or destruction of Protected Health Information is not feasible, Consultant shall extend the protections provided under this Agreement to such Protected Health Information.
5. **Miscellaneous**
- a. Amendment: The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for District to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
  - b. Survival: The respective rights and obligations of Consultant under this Agreement shall survive the termination of this Agreement.
  - c. Interpretation: Any ambiguity in this Agreement shall be resolved to permit District to comply with the Privacy Rule.

**EXHIBIT "E"**

**ASSOCIATE STATEMENT AGREEMENT**

I, \_\_\_\_\_, have reviewed and acknowledged receipt of the Agreement dated \_\_\_\_\_ between **MCALLEN INDEPENDENT SCHOOL DISTRICT** and **THE SENDERO GROUP, PLLC** and, in consideration of the undersigned's selection to perform Services under the Agreement, the undersigned agree to be bound by all its terms and conditions, and any amendments to the Agreement which may be executed in the future, with the same effect as if the undersigned had personally executed such Agreement or amendments.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Associate

DRAFT

## EXHIBIT "B"

### Definition of Costs

I. Consultant and District agree that Consultant will provide services listed in Exhibit "A" with the Definition of Cost listed below.

- MISD will not reimburse for travel time nor mileage.

All invoices for Consultant's services hereunder shall include the following:

- (1) a record of the services performed;
- (2) the date(s) service (s) were performed; (including the name and recipient of service);
- (3) As consideration for performing the services as necessary pursuant to the Contract Documents as outlined in Exhibit A, MISD agrees to pay Consultant an annual amount of \$49,000.00 to be paid in (4) equal installments of \$12,250.00 with the first installment due and payable within 30 days of contract being Board approved and at the end of each calendar year quarter thereafter.

**EXHIBIT "B"**

**VENDOR'S SERVICES, PRODUCTS AND FEES PURSUANT TO  
REQUEST FOR PROPOSAL NO. 2022-1017**

Line #	Att #	Attribute Name	Attribute Note	Valley Risk Consulting
1	1	Year 1 Fixed annual cost for "Core Consulting Services" (SOW 9.2, 9.3, 9.5)	Medical, Dental, Pharmacy, Stop Loss (Medical)	
1	2	Year 1 Fixed annual cost for "Additional Consulting Services" (SOW 9.2, 9.4, 9.5)	Workers Compensation Administration, Stop Loss (Workers Compensation), Property Casualty, etc.	
1	3	Year 1 Fees for Other Consulting Service	List Other Services and associated fees, not otherwise listed.	VRC provides all the services requested in Section 9.0 of the SOW. Scope of Work, Section 9.2 (Combined Consulting Services 9.1.1 and 9.1.2) & Section 9.5
1	4	TOTAL FEES YEAR 1 (Line 1 + Line 2 + Line 3)		49,000
1	5	Year 2 Fixed annual cost for "Core Consulting Services" (SOW 9.2, 9.3, 9.5)	Medical, Dental, Pharmacy, Stop Loss (Medical)	
1	6	Year 2 Fixed annual cost for "Additional Consulting Services" (SOW 9.2, 9.4, 9.5)	Workers Compensation Administration, Stop Loss (Workers Compensation), Property Casualty, etc.	
1	7	Year 2 Fees for Other Consulting Service	List Other Services and associated fees, not otherwise listed.	VRC provides all the services requested in Section 9.0 of the SOW. Scope of Work, Section 9.2 (Combined Consulting Services 9.1.1 and 9.1.2) & Section 9.5
1	8	TOTAL FEES YEAR 2 (Line 5 + Line 6 + Line 7)		49,000
1	9	Year 3 Fixed annual cost for "Core Consulting Services" (SOW 9.2, 9.3, 9.5)	Medical, Dental, Pharmacy, Stop Loss (Medical)	
1	10	Year 3 Fixed annual cost for "Additional Consulting Services" (SOW 9.2, 9.4, 9.5)	Workers Compensation Administration, Stop Loss (Workers Compensation), Property Casualty, etc.	
1	11	Year 3 Fees for Other Consulting Service	List Other Services and associated fees, not otherwise listed.	VRC provides all the services requested in Section 9.0 of the SOW. Scope of Work, Section 9.2 (Combined Consulting Services 9.1.1 and 9.1.2) & Section 9.5
1	12	TOTAL FEES YEAR 3 (Line 9 + Line 10 + Line 11)		49,000
1	13	Estimated # of Monthly Consulting Hours		68
1	14	Proposed # of Monthly On-Site Meetings (at minimum)		6
2	1	Name of Business Entity		Valley Risk Consulting, Inc
2	2	Address		1200 Fresno, McAllen, TX 78501
2	3	Contact Person		Roger Garza
2	4	Telephone number		(956) 664-1430
2	5	Email Address		roger@vrctx.com

**EXHIBIT "C"**  
**INSURANCE COVERAGE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2021

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).

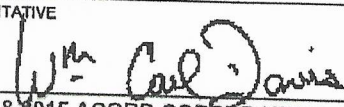
<b>PRODUCER</b> <b>DAVIS INSURANCE AGENCY</b> 2030 E Griffin Pkwy Mission, TX 78572	<b>CONTACT NAME:</b> WM CARL DAVIS <b>PHONE (A/C, No., Ext):</b> (956)581-9838 <b>E-MAIL ADDRESS:</b> davisinsuranceagency@yahoo.com	<b>FAX (A/C, No.):</b> (956)519-1524
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Valley Risk Consulting, Inc. 1200 Fresno, Suite C MCALLEN, TX 78501	<b>INSURER A:</b> HARTFORD UNDERWRITERS INS. CO.	<b>NAIC #</b>
	<b>INSURER B:</b> PROGRESSIVE COUNTY MUTUAL INS	
	<b>INSURER C:</b> TEXAS MUTUAL WORKERS COMP	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		33 SBA AM9PJF	8/28/2021	8/28/2022	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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		032545610-0	2/17/2021	2/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 100,000.00 BODILY INJURY (Per accident) \$ 300,000.00 PROPERTY DAMAGE (Per accident) \$ 50,000.00
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		33 SBA AM9P JF	8/28/2021	8/28/2022	EACH OCCURRENCE \$ 1,000,000.00 AGGREGATE \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	0001300706	2/2/2021	2/2/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

<b>CERTIFICATE HOLDER</b>  McALLEN ISD 200 N 23RD ST MCALLEN, TX 78501	<b>CANCELLATION</b>  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 
--	---

# Insurance, Licenses, and Certifications

## SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY ERRORS & OMISSIONS COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.

No. SP 1563136E

Effective Date: 05/05/2021

12:01 AM STANDARD TIME

ITEM I. NAMED INSURED AND PRINCIPAL ADDRESS

**VALLEY RISK CONSULTING INC  
1200 FRESNO SUITE C  
MCALLEN, TX 78501**

ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 05/05/2021 To: 05/05/2022

### Specified Professions Professional Liability

ITEM III. LIMITS OF LIABILITY	\$1,000,000	EACH CLAIM
	\$1,000,000	ANNUAL AGGREGATE
ITEM IV. DEDUCTIBLE:	\$5,000	EACH CLAIM
ITEM V. PREMIUM:	\$2,774	
ITEM VI. RETROACTIVE DATE:	05/05/2011	

ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:  
See Endorsement EOD (01/95)

ITEM VIII. Solely in the performance of Professional Services as a(n) **Insurance Risk Manager, Human Resource Consultant** for others for a fee.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

**CERTIFICATE OF INSURANCE**

**NOTICE:** This insurance provides professional liability (E&O) insurance coverage for properly licensed individual insurance agents and insurance consultants. It is written on a "claims-made and reported" basis and applies only to "written claims" first made against an insured and reported to the Insurer during the Named Insured's Certificate Period. No coverage exists for claims first made or reported after the Named Insured's Certificate Period unless an extended reporting period applies. (For those Named Insureds who are residents of or practice in New York State, no coverage exists for claims first made or reported after the end of the coverage relationship unless an Extended Reporting Period applies.) Defense costs reduce the Limits of Liability and are subject to the Retention. Please review the policy carefully and discuss the coverage with your insurance agent or broker. This certificate of insurance does not amend, extend, or alter the coverage afforded by the insurance policy, and coverage is subject to all of the terms, conditions and exclusions of the policy.

**NAMED INSURED:**  
 GARZA, ROGELIO  
 424 YUCCA AVENUE  
  
 MCALLEN, TX 78504

**PRODUCER:**  
 JASON ROGERS CA LICENSE #: 0K64122  
  
 8430 ENTERPRISE CIRCLE, STE 200  
 LAKEWOOD RANCH, FL 34202

**COMPANY AFFORDING COVERAGE:** CONTINENTAL CASUALTY COMPANY

**COVERAGE:** THIS IS TO CERTIFY THAT THE INSURED LISTED ABOVE IS COVERED UNDER THE POLICY OF INSURANCE LISTED BELOW, FOR THE CERTIFICATE PERIOD INDICATED. THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY.


Policy Number	Certificate Period		Limits of Liability: Each Claim	Limits of Liability: Aggregate
596427449	4/1/2021	4/1/2022	\$1,000,000	\$3,000,000

<b>COVERAGE:</b>	<b>RETENTION AMOUNT: Each Claim</b>
Life, LTC, Accident, and Health	\$0
Medicare Advantage and Medicare Supplemental	\$0
Disability Income Insurance	\$0
Indexed Annuities/Fixed Annuities (if purchased)	Not Purchased
Variable Annuities (if purchased)	Not Purchased
Mutual Funds (if purchased)	Not Purchased

**NOTICE OF CLAIMS:**  
 Life Agent Intake Notice Administrator, CNA  
 CNA - Claims Reporting  
 PO Box 8317, Chicago IL 60680-8317  
 or via email: SpecialtyProNewLoss@cna.com

**SPECIAL PROVISIONS:**

*Named Insured's Endorsements attached at Certificate Inception:*


DATE: 3/29/2021 BY   
 Authorized Representative

This certificate of insurance is not a contract of insurance. It is merely evidence of insurance provided under a Master Policy. Covered claims are paid in accordance with the terms of the Master Policy. Coverage is provided based on representations made on the Named Insured's Application for Insurance. No coverage exists if the representations made on the Named Insured's Application for Insurance are discovered to be false. Failure to provide true and accurate responses to any of the questions on the Application for Insurance will result in the immediate voiding of the insurance coverage issued and/or the denial of claims asserted against the Named Insured. Coverage is in-force only if premium payments are current. A Policy Aggregate of \$50,000,000 applies under the Master Policy except with respect to those Named Insureds who are resident of or practice in New York State. A complete copy of the policy is available at [www.napa-benefits.org/nd](http://www.napa-benefits.org/nd).

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBMITTED BY:** \_\_\_\_\_

**SUPERVISOR:**   
Arely Benavides (Jan 6, 2022 11:01 CST)

**Approved for presentation to the Board of Education:**



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**Superintendent of Schools**

**BOARD AGENDA REPORT  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**BOARD AGENDA REPORT  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**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 11/30/2021	Budget Amendments Under Consideration		Revisions	Transfers	Revised Budget 12/31/2021
<b>Audited Fund Balance</b>	<b>107,594,996</b>	<b>107,594,996</b>					<b>107,594,996</b>
Revenues:							
Local:							
Property Taxes	84,787,994	84,787,994					84,787,994
Interest Income	878,000	878,000					878,000
Other Local Income	2,431,586	2,320,868	2,000				2,322,868
State:	133,383,459	133,393,577					133,393,577
Federal:	20,132,664	26,868,440	1,403,280				28,271,720
Other Sources:	0	8,115	18,000				26,115
<b>Total Revenues</b>	<b>241,613,703</b>	<b>248,256,994</b>	<b>1,423,280</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>249,680,274</b>
Expenditures:							
11 Instruction	126,586,945	127,209,087	11,000	(194,619)			127,025,468
12 Inst. Res. & Media Services	3,568,402	3,452,083		(275)			3,451,808
13 Curriculum Dev. & Inst. Staff Dev.	4,557,240	4,758,666	11,200	9,096			4,778,962
21 Inst. Leadership	3,450,687	3,436,396		(99,419)			3,336,977
23 School Leadership	13,393,257	13,352,832	9,000	(468)			13,361,364
31 Guid., Counseling & Eval. Ser.	9,820,599	9,857,671	2,000	78,987			9,938,658
32 Social Work Services	1,957,232	2,051,745		5,000			2,056,745
33 Health Services	2,885,127	2,811,834		(250)			2,811,584
34 Student (Pupil) Trans.	4,049,716	4,152,727		(13,383)			4,139,344
35 Food Services	17,265,197	18,990,305	121,350				19,111,655
36 Curricular/Extracurricular Act.	9,738,355	9,888,423		12,044			9,900,467
41 General Administration	8,043,476	8,573,063		29,135			8,602,198
51 Plant Maint. & Operations	20,349,685	25,215,507	1,403,280	(142,966)			26,475,821
52 Security and Monitoring Serv.	4,415,229	5,302,565		151,518			5,454,083
53 Data Processing Services	4,429,511	6,109,062					6,109,062
61 Community Services	36,710	76,422		(300)			76,122
71 Debt Service	5,905,151	9,235,996		500			9,236,496
81 Fac. Acquisition & Const.	6,000	3,316,019		165,400			3,481,419
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000					40,000
99 Other Intergovernmental Charges	939,270	939,270					939,270
Other Uses	85,000	85,000					85,000
<b>Total Expenditures</b>	<b>241,522,789</b>	<b>258,854,673</b>	<b>1,557,830</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>260,412,503</b>
		222					
<b>Preliminary Ending Fund Balance</b>	<b>107,685,910</b>	<b>96,997,317</b>	<b>(134,550)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96,862,767</b>

GENERAL FUND  
Revisions

**REVENUES:**

<b>Local</b>			
Other Local Income	- Rebate from College Board for Fund 199 General Fund	<u>\$ 2,000</u>	2,000
<b>Federal</b>			
	- Emergency Connectivity Fund (ECF) Reimbursement for Hotspots	<u>\$ 1,403,280</u>	1,403,280
<b>Other Sources</b>			
	- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Supplies for Students and Staff at Milam Elementary	<u>\$ 18,000</u>	18,000
		Grand Total	<u><u>\$ 1,423,280</u></u>

**EXPENDITURES:**

Function 11	- Increase for Student Supplies at Milam Elementary	<u>\$ 9,000</u>	
	- Transfer from Fund Balance for Fund 157 Dyslexia for Teacher Training	<u>2,000</u>	11,000
Function 13	- Transfer from Fund Balance for Fund 164 Bilingual for Employee Travel to RGV Texas Association of Bilingual Education Teacher Conference	<u>\$ 11,200</u>	11,200
Function 23	- Increase for Staff Supplies at Milam Elementary	<u>\$ 9,000</u>	9,000
Function 31	- Increase to Testing Materials for Fund 199 General Fund from College Board Rebate	<u>\$ 2,000</u>	2,000
Function 35	- Transfer from Fund Balance for Fund 101 Food Service for Kitchen Equipment at Various Campuses	<u>\$ 121,350</u>	121,350
Function 51	- Emergency Connectivity Fund (ECF) Reimbursement for Hotspots	<u>\$ 1,403,280</u>	1,403,280
		Grand Total	<u><u>\$ 1,557,830</u></u>

**CAPITAL PROJECTS**

Description	A	B	C		D	E
	Original Budget	Revised Budget 10/31/2021	Budget Amendments Under Consideration		Revised Budget 12/31/2021	Revised Budget 12/31/2021
			Revisions	Transfers		
<b>Audited Fund Balance</b>	<b>23,254,983</b>	<b>23,254,983</b>				<b>23,254,983</b>
Revenues:						
Local						
Other Local Income		1,000,000				1,000,000
Other Sources						0
<b>Total Revenues</b>	<b>0</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,000,000</b>
Expenditures:						
51 Plant Maint. & Operations	186,000	830,472	170,000	61,750		1,062,222
81 Fac. Acquisition & Const.	15,291,696	23,229,303		(61,750)		23,167,553
<b>Total Expenditures</b>	<b>15,477,696</b>	<b>24,059,775</b>	<b>170,000</b>	<b>0</b>	<b>0</b>	<b>24,229,775</b>
<b>Preliminary Ending Fund Balance</b>	<b>7,777,287</b>	<b>195,208</b>	<b>(170,000)</b>	<b>0</b>	<b>0</b>	<b>25,208</b>

CAPITAL PROJECTS FUND  
Revisions

REVENUES:

EXPENDITURES:

Function 51	- Increase for Intercom Replacement at Travis Middle School for Fund 620 MTN 2020	<u>\$ 170,000</u>	170,000
		Grand Total	<u><u>\$ 170,000</u></u>

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 10, 2022

**SUBJECT:** Approval of Board of Education Meeting Minutes

**REFERENCE:** N/A

**BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:**

The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approval, the minutes become the Official Record of Board Action.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The Administration asks that the Board of Education consider approval of the attached minutes.

**LEGAL REVIEW:** None

**BUDGETARY CONSIDERATIONS:** None

**RECOMMENDED BOARD ACTION:**

That the Board approve the minutes of the following meeting(s):

Regular Board Meeting - December 13, 2021 - 5:00 P.M. .

**SUBMITTED BY:** *Natalia Goza*

For further information contact:

Name: Natalia Goza

Office: 956-618-6094

eMail: natalie.goza@mcallenisd.net

**SUPERVISOR:** *Sam Saldivar, Jr.*  
Sam Saldivar, Jr. (Jan 6, 2022 22:40 CST)

**Approved for presentation to the Board of Education:**

*J. A. Gonzalez*

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**Superintendent of Schools**