



## 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 23, 2023, beginning at 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd 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, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**
  - A) Discussion of Human Resources Recommendation(s) for School Year 2022-2023
  - B) Discussion of Human Resources Employee Resignation(s) for School Year 2022-2023

- C) Discussion Regarding School Safety and Security
  - D) Pending and/or Potential Litigation
  - E) Possible Real Estate Acquisition
6. **RECONVENE IN OPEN SESSION**
7. **PUBLIC HEARING FOR 2021-2022 DISTRICT TEXAS ACADEMIC PERFORMANCE REPORT (TAPR)** 6  
 Item Submitted: Bridgette Vieh, Associate Superintendent for Instructional Leadership  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
8. **PUBLIC HEARING TO DISCUSS 2022-2023 SAFE RETURN TO IN-PERSON INSTRUCTION & CONTINUITY OF SERVICES PLAN** 7  
 Item Submitted: Adel Felix, Assistant Superintendent for Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
9. **ACTION ON ITEM(S) IN CLOSED SESSION**
- A) Discussion of and Possible Action of Human Resources Recommendation(s) for School Year 2022-2023 12  
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - B) Discussion of Human Resources Employee Resignation(s) for School Year 2022-2023 13  
 Item Submitted: Todd Miller, Assistant Superintendent Human Resources  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - C) Discussion Regarding School Safety and Security
  - D) Pending and/or Potential Litigation
  - E) Possible Real Estate Acquisition
10. **SUPERINTENDENT'S REPORT(S) - UTRGV, McAllen ISD celebrate ground breaking for Collegiate Academy**  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
11. **RECOGNITION(S)**
- A) Recognition of McAllen Independent School District's Purchasing Department for the Texas Association of School Business Officials' 2023 Award of Merit for Purchasing Operations 14  
 Item Submitted: Adel Felix, Assistant Superintendent for Business Operations  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
  - B) Recognition of the Internal Audit Department for Texas Association of School Business Officials Certification 15  
 Item Submitted: Stephanie Garcia, Internal Auditor  
**Presenter:** Dr. J. A. Gonzalez, Superintendent
12. **PROCLAMATION(S)**

<p>A) Discussion and Possible Action to Adopt the Proclamation Regarding National School Counseling Week (February 6 - 10, 2023) Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services</p> <p><b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent</p>	16
<b>13. DONATION(S)</b>	
<b>14. BOARD MEMBER(S), BOARD COMMITTEE(S) AND DISTRICT REPORT(S)</b>	
A) Board Committee Reports	
1. Instructional Services Briefing - Chair - Sofia Peña	
2. Human Resources Briefing - Chair - Daniel Vela	
3. District Operations Briefing - Chair - Conrado Alvarado	
4. Business Operations Briefing - Chair - Debbie Crane Aliseda	
5. Board Officers Briefing - Tony Forina	
B) District Reports	
1. Report Regarding Advanced Academic Services Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services	18
<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
2. Report Regarding the Study Abroad Program Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services	19
<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
3. Report Regarding Facilities, Maintenance and Operations Projects Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations	20
<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
4. Discussion of Sponsorship/Naming Rights for the New Press Box at McAllen Memorial Veterans Stadium Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations	32
<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
5. Report Regarding Intention to Apply for 2022-2023 Learning Acceleration Support Opportunities (LASO) Grant - 2022-2024 Technology Lending Grant Item Submitted: Adel Felix, Assistant Superintendent for Business Operations	33
<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
6. Report Regarding Taxes Collected for December 2022 Item Submitted: Adel Felix, Assistant Superintendent for Business Operations	38
<b>Presenter:</b> Dr. J. A. Gonzalez, Superintendent	
7. Report Regarding Intention to Apply for Office of the Governor, Public Safety Office Criminal Justice Division: FY 2024 Body–	40

Worn Camera Grant Program and FY 2024 Rifle-Resistant Body  
Armor Grant Program  
Item Submitted: Adel Felix, Assistant Superintendent for Business  
Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

**15. CONSENT AGENDA ITEMS**

- A) Possible Action on Request for Proposal No. 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 8) 45

Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- B) Possible Action on 2022-2023 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers 47

Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- C) Possible Action on Request for Proposal No. 2021-1012 Trophies, T-shirt, Awards, Incentives, and Related Products and Services (Round 15) 50

Item Submitted: Adel Felix, Assistant Superintendent for Business Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- D) Possible Action on Request for Proposal No. 2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 8) 52

Item Submitted: Debra Loya, Director of Fine Arts Department

**Presenter:** Dr. J. A. Gonzalez, Superintendent

**16. 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)

1. Discussion and Possible Action of the 2023-2024 School Calendar Item Submitted: Dr. Rosalba De Hoyos, Assistant Superintendent for Instructional Services 54

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- B) **Human Resources Item(s)** (Todd Miller)

1. Discussion and Possible Action of the Resolution of the Board of Trustees of the McAllen Independent School District Regarding Texas Association of School Boards (TASB) 2022-2024 Advocacy Agenda Priorities 55

Item Submitted: Todd Miller, Assistant Superintendent for Human Resources

**Presenter:** Dr. J. A. Gonzalez, Superintendent

- C) **District Operations Item(s)** (Alejandra Gonzalez)

1. Possible Action of First Amendment Contract No. 2022-194 Park Place Recreation Designs, Inc. 59  
Item Submitted: Alejandra Gonzalez, Assistant Superintendent for District Operations

**Presenter:** Dr. J. A. Gonzalez, Superintendent

**D) Business Operations Item(s)** (Adel Felix)

**E) Board of Trustees Item(s)**

1. Approval of Board of Education Meeting Minutes 130
  - a) Regular Board Meeting January 9, 2023

**17. SCHEDULE OF FUTURE MEETINGS**

- A) Board Workshop- February 6, 2023 - 4:30 P.M.
- B) Special Board Meeting - February 6, 2023 - 5:30 P.M.
- C) Regular Board Meeting - February 13 2023 - 5:00 P.M.
- D) Regular Board Meeting - February 27 2023 - 5:00 P.M.

**18. CLOSED SESSION: The Board of Trustees may reconvene in Closed Session for further discussion regarding the agenda item(s) listed.**

**19. OPEN SESSION: The Board of Trustees may reconvene into Open Session for discussion regarding the agenda item(s) listed.**

**20. ADJOURNMENT**

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*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.*

*Pursuant to Texas Government Code 551.127, a member or employee of a governmental body is authorized to participate remotely in a meeting of the governmental body through a videoconference call, as long as a quorum of the governmental body is physically present at the location of the Board Meeting. Any video conference conducted pursuant to this section will comply with the technical requirements of this section.*

*Pursuant to Texas Government Code 551.129, the Board of Trustees may use a telephone conference call, video conference call, or communications over the internet to conduct a public consultation with its attorney in an open meeting of the governmental body, or, a private consultation with its attorney in closed meeting of the governmental body.*


*The notice for this meeting was posted in compliance with the Texas Open Meeting Act on January 20, 2023 at 4:00 P.M.*

*Natalia Goza  
on behalf of the Board of Trustees*

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

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

**SUPERVISOR:**   
Bridgette Vich (Jan 20, 2023 12:42 CST)

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



6 \_\_\_\_\_  
**Superintendent of Schools**      Jan 20, 2023



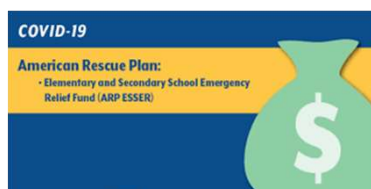
# MC<sup>T</sup>ALLEN ISD

# ESSER III

**Public Hearing to Discuss the 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan**

**Laura Williams, Director for Special Funding  
January 23, 2023**

# Highlights of the ESSER II & III Grant



The American Rescue Plan was signed into law in March 2021 with \$122 billion in Elementary and Secondary School Emergency Relief (ESSER) funds for school districts across the country becoming the single largest investment in federal elementary and secondary education in the nation's history.

The Coronavirus Response & Relief Supplemental Appropriations Act (CRRSA – ESSER II) was signed into law on December 27, 2020, providing an additional \$54.3 billion in Elementary and Secondary School Emergency Relief fund (ESSER II Fund).

## Key Dates

- Pre-award March 13, 2020 – September 30, 2023, with a carryover to September 30, 2024 (ESSER III)
- Pre-award March 13, 2020 – September 30, 2023 (with a carryover) (ESSER II)
- ESSER III 2/3 application submitted Thursday, June 24, 2021. Notice of Grant Award (NOGA) was received Friday, July 16, 2021.
- Prior-Approval Requests Approved: Black Box Theaters, Kitchen Remodel, Marquee replacement, HVAC, Science & Technology Center, and Staff Development Expansion
- ESSER II application submitted Thursday, July 29, 2021. Notice of Grant Award (NOGA) was received Monday, September 13, 2021.
- ESSER III 1/3 additional allocation \$29,161.00 - amended our application by January 28, 2022.
- Safe Return to In-Person Instruction and Continuity of Services Plan (RIPICS) has to be updated a minimum of every six months with stakeholder input

## Purpose of ESSER II/III

- To safely reopen and sustain the safe operation of schools.
- To address the impact the coronavirus pandemic has had on students.

## Public Input Effort

- McAllen ISD launched a comprehensive stakeholder engagement process to gather feedback on how to spend these additional federal dollars to address unfinished learning and COVID-19 recovery and safe return to in-person instruction and continuity of services.

ESSER funds provides the District the opportunity to be able to invest in the future of our students by allowing us to offset our local operating costs to fund these projects. These projects align with McAllen ISD's Strategic Plan which includes the following goals and strategies:

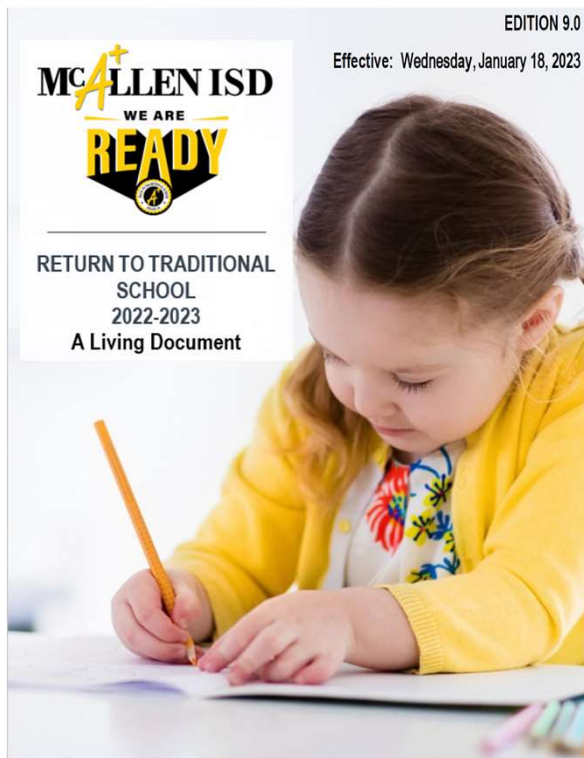
Goals:

1. Student Achievement/Student Focus
2. People Development
3. Facility Priorities
4. Financial Priorities

Strategies:

1. Branding
2. Attract/Retain High Quality Staff
3. Engaging Learning Environment
4. Rigorous/ World Class Standards Customized for Every Learner
5. Partnerships with Business/Civic/ Education Organizations
6. Future-Ready Students
7. Financial Priorities

# Safe Return to In-Person Instruction and Continuity of Services Plan (RIPICS) - Return to Traditional School 9.0



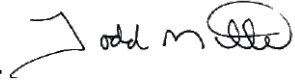
[www.mcallenisd.org/page/esser-iii](http://www.mcallenisd.org/page/esser-iii)

Thank you.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

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

**SUPERVISOR:** 

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

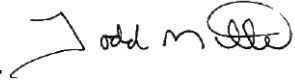


12 \_\_\_\_\_  
**Superintendent of Schools** Jan 16, 2023

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

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

**SUPERVISOR:** 

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



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

**Meeting Date (Recommended):** January 23, 2023

**Title of Recognition:**

**Photographer Requested:** Yes

**AV needs:**

**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 RECOGNITION FORM  
McALLEN INDEPENDENT SCHOOL DISTRICT**

**Meeting Date (Recommended):** January 23, 2023

**Title of Recognition:** Recognition of the Internal Audit Department for Texas Association of School Business Officials Certification

Person(s) Being Recognized:

The Internal Audit Department:

Stephanie Garcia- Internal Auditor  
Aissa Herrera- Staff Auditor  
Donna Rork- Internal Audit Specialist

Reason for Recognition:

The Internal Audit Department has completed the required number of courses and have received their certification from the Texas Association of School Business Officials (TASBO).

Stephanie Garcia and Aissa Herrera are both Certified by TASBO as- Registered Texas School Business Administrator (RTSBA), and Donna Rork - Certified Texas School Business Specialist (CTSBS)

Please note any items that will be presented:

Certificates

**Photographer Requested:** Yes

**AV needs:** None

Name of Presenter: Stephanie Garcia  
Phone: (956) 632-8442  
eMail: Stephanie.Garcia@mcallenisd.net

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



**Superintendent**

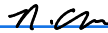
**PROCEDURE FOR BOARD RECOGNITION**

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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 23, 2023

**SUBMITTED BY:**   
Norma Cabrera (Jan 18, 2023 09:51 CST)

**SUPERVISOR:** *Rosalba De Hoyos*

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



**16** \_\_\_\_\_  
**Superintendent of Schools    Jan 18, 2023**

# *Proclamation*

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

*Whereas*, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development.

*Whereas*, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves; and seek to identify and utilize community resources that can enhance and complement the comprehensive school counseling programs.

*Whereas*, the comprehensive school counseling program is an integral part of the educational process that enables all students to achieve success in school;

*Now Therefore*, I, Daniel D. Vela, Member, Board of Trustees of McAllen ISD, do hereby proclaim the week of February 6-10, 2023 as

## *“National School Counselor Appreciation Week”*

Resolved, that the American School Counselor Association celebrates and acknowledges the unique contribution of school counselors as they work to remove barriers to learning by addressing students’ academic concerns, personal and social skills, and career development so they not only achieve success in school, but are prepared to lead fulfilling lives as responsible members of society.

*IN WITNESS WHEREOF*, I have here unto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 23<sup>rd</sup> day of January 2023.

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

*Attest:*

\_\_\_\_\_  
Marco Suarez, Secretary, Board of Trustees  
McAllen Independent School District

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBJECT:** Report Regarding Advanced Academic Services

**REFERENCE:** Goal 1: Students Achievement/Student Focus

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

McAllen ISD is committed to offering a rigorous instructional program kindergarten through senior year for any student who has the need to engage in intellectual challenge because of their unique learning characteristics. McAllen ISD provides an efficient identification process to assess students' needs for the education services provided through the Gifted and Talented program. McAllen ISD actively develops students who exhibit the potential for academic giftedness through the gifted and talented classrooms, Advanced Placement Program, International Baccalaureate Programme and Dual Enrollment Programs.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The McAllen ISD Gifted and Talented Program and Advanced Academic Services Program ensure that students who participate in the Advanced Academic/GT services demonstrate skills in self-directed learning, thinking, research and communication as well as developing innovative products and performances that reflect individuality and creativity. Students who participate in advanced coursework and college assessments can earn college credit and gain valuable college readiness skills.

**LEGAL REVIEW:** None required.

**BUDGETARY CONSIDERATIONS:**

Expenditures for the Gifted and Talented Program are budgeted through weighted funding for 5% of the ADA, and other Advanced Academic Services are funded from a variety of funding sources including local funds.

**RECOMMENDED BOARD ACTION:**

This item is for information purposes only.

**SUBMITTED BY:** *Karen Nitsch (Adv. Academics)*

**SUPERVISOR:** *Rosalba De Hoyos*

For further information contact:

Name: Karen Nitsch

Office: 956-618-6059

eMail: [rosalba.dehoyos@mcallenisd.net](mailto:rosalba.dehoyos@mcallenisd.net)

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

*J. Alexander*

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

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

**SUPERVISOR:** *Rosalba De Hoyos*

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

*J. X. O'Connell*

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**Superintendent of Schools Jan 18, 2023**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBJECT:** Report Regarding Facilities, Maintenance, & Operations Monthly Projects

**REFERENCE:** Goal 3: Facilities Priorities; Strategy 3: Engaging Learning Environment

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

A monthly report from Facilities, Maintenance, & Operations Department about various projects throughout the District is presented every month.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The attached report provides the current projects for the District.

**LEGAL REVIEW:**

None

**BUDGETARY CONSIDERATIONS:**


None

**RECOMMENDED BOARD ACTION:**

The item is for informational purposes only.

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

For further information contact:  
Name: Ruben Treviño  
Office: (956) 632-3200  
eMail: ruben.trevino@mcallenisd.net

**SUPERVISOR:**  \_\_\_\_\_  
Alejandra Gonzalez (Jan 18, 2023 17:12 CST)

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

  
\_\_\_\_\_  
20  
**Superintendent of Schools**

# Report Regarding



# Facilities Maintenance & Operations Projects



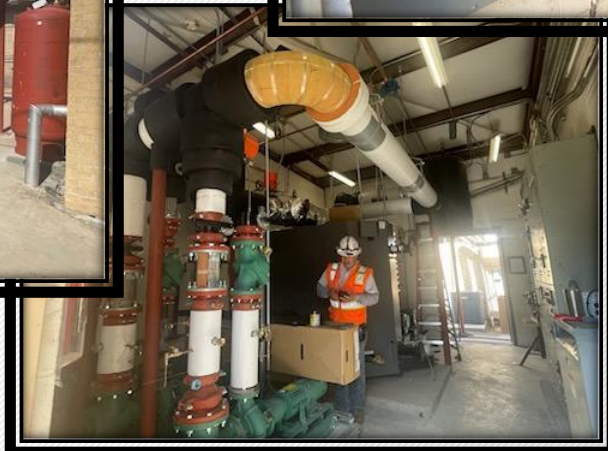
21

**January 23, 2023**

# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: High Schools

## HVAC Upgrades

- Lamar Academy
- Rowe HS



# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: High Schools

## McAllen High School Football Practice Field New Synthetic Turf and Track Installation



# **Report Regarding Facilities Maintenance & Operations Projects Upcoming Projects: High Schools**

**Memorial HS Chiller**

**UTRGV- McAllen ISD Collegiate Academy**

**McAllen High Practice Field  
Sports Lightning**

**Black Box Theatres and Mariachi Center @**

**Memorial HS, McAllen HS, Rowe HS**



**Report Regarding  
Facilities Maintenance & Operations Projects  
Ongoing Projects: Middle Schools**

**Travis MS Roof Upgrade**

**Surveillance Camera Upgrades @**

**De Leon MS and Morris MS**

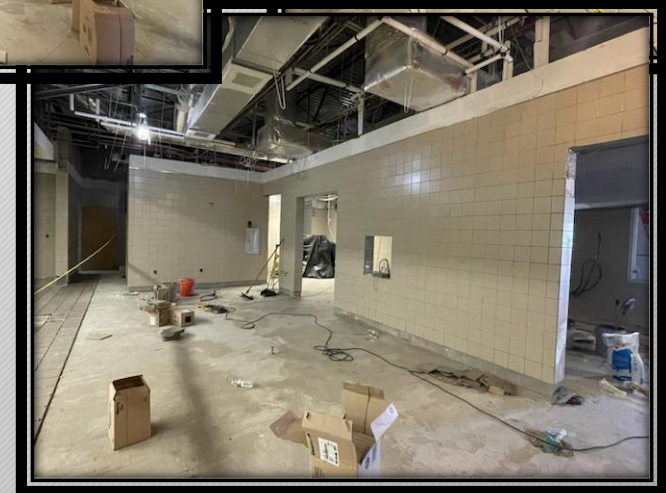
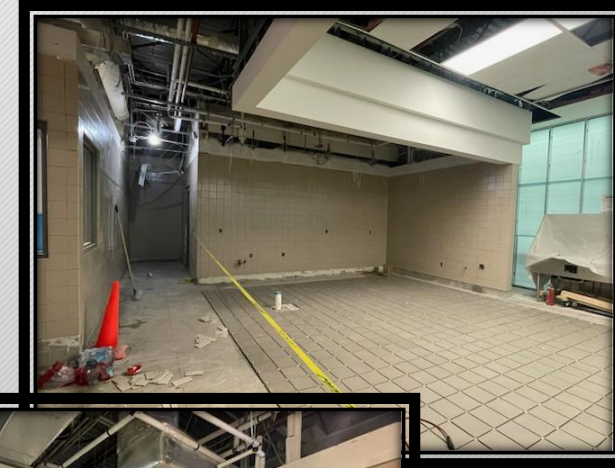
**Chiller Replacements @**

**Fossum MS and Morris MS**



# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: Middle Schools

## Cafeteria and Kitchen Upgrades @ Brown MS and De Leon MS



# Report Regarding Facilities Maintenance & Operations Projects Ongoing Projects: Elementary Schools

## Cafeteria and Kitchen Upgrades @ Jackson ES and Gonzales ES



# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects: Elementary Schools

### Chiller Replacements @

**Fields ES**

**Wilson ES**

**Perez ES**

**Milam ES**

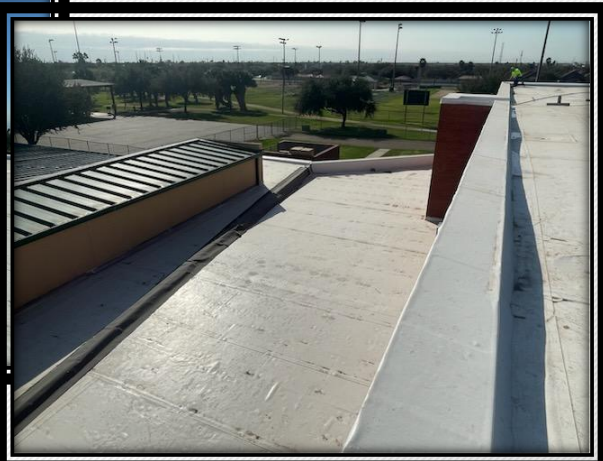
**Castaneda ES**

**Hendricks ES**

**Sanchez ES**

### Roof Replacement @

**Houston ES and Roosevelt ES**



# Report Regarding Facilities Maintenance & Operations Projects

## Upcoming Projects: Elementary Schools

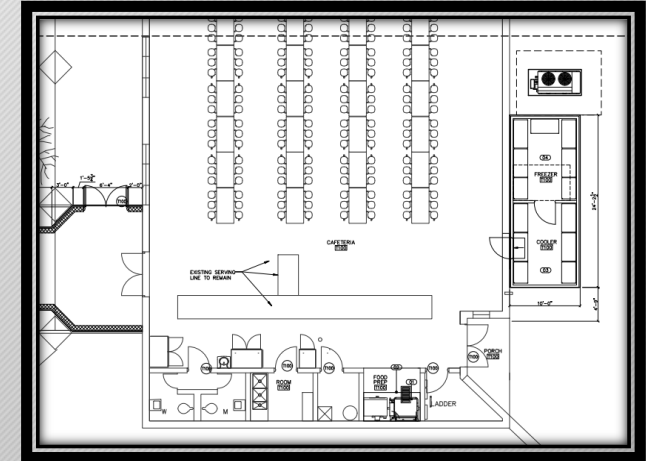
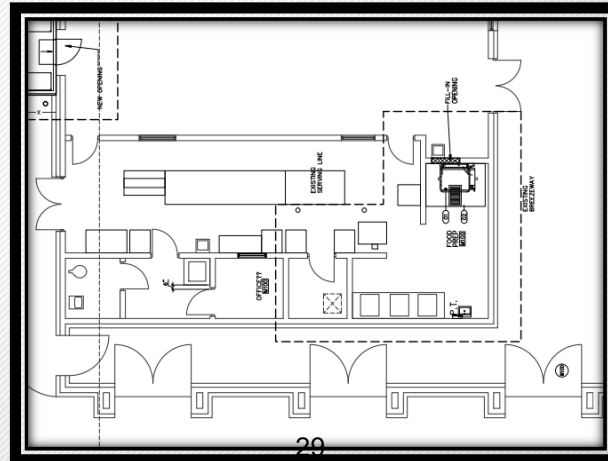
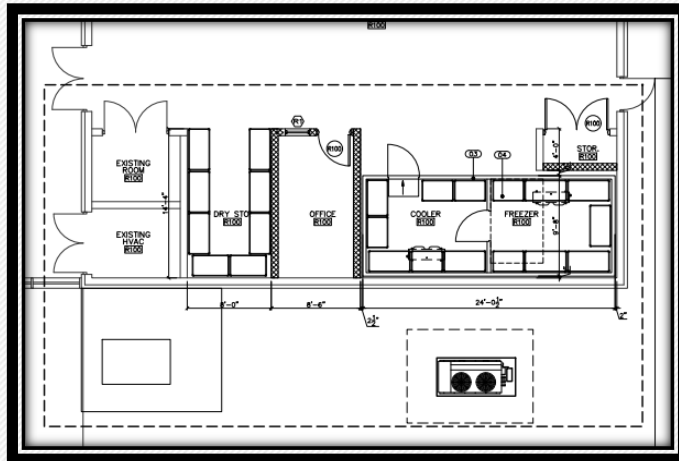
### Cafeteria Expansion and or Modifications @

**Garza ES**

**Wilson ES**

**Rayburn ES**

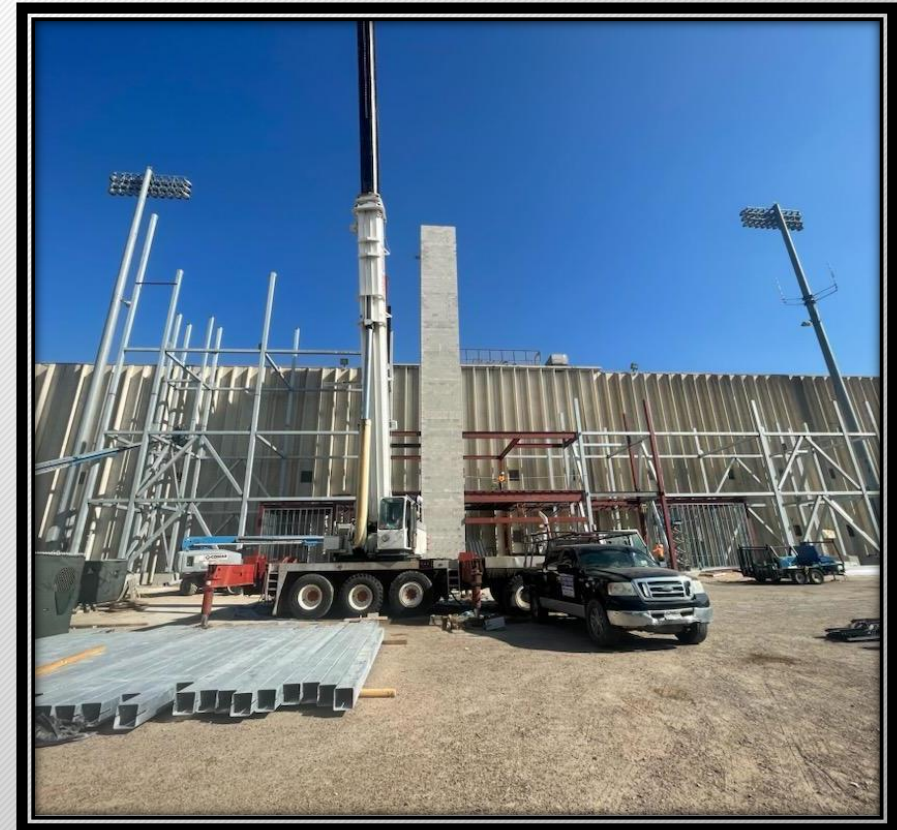
**Roosevelt ES**



# Report Regarding Facilities Maintenance & Operations Projects

## Ongoing Projects: District Wide

- **McAllen Veterans Memorial Stadium Press Box**
- **Crockett Fire Alarm Project**



**Report Regarding  
Facilities Maintenance & Operations Projects**

**Upcoming Projects: District Wide**

- **Crockett Roof Replacement**
- **Navarro Chiller Replacement**
- **Navarro Bilingual Department Remodel**

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBJECT:** Discussion of Sponsorship/Naming Rights for the New Press Box at McAllen Memorial Veterans Stadium

**REFERENCE:** Goal 4: Financial Priorities ; Strategy 7: Financial Priorities

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

The District has several sponsorships from community members, including the scoreboard and field at the McAllen Memorial Veteran stadium.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

Administration is requesting that the Board of Trustees provide direction regarding consideration of a sponsorship/naming rights for the New Press Box which is scheduled to be completed in May 2023.

**LEGAL REVIEW:**

None

**BUDGETARY CONSIDERATIONS:**

None

**RECOMMENDED BOARD ACTION:**

This item is for information purposes only.

**SUBMITTED BY:**   
Alejandra Gonzalez (Jan 19, 2023 14:17 CST)

**SUPERVISOR:** \_\_\_\_\_

For further information contact:  
Name: Alejandra Gonzalez  
Office: (956) 688-5445  
eMail: [alejandra.gonzalez@mcallenisd.net](mailto:alejandra.gonzalez@mcallenisd.net)

**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 23, 2023

**SUBMITTED BY:** *Laura Williams*  
Laura Williams (Jan 16, 2023 13:40 CST)

**SUPERVISOR:** *Adelfino*

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

*J. Alexander*

33  
**Superintendent of Schools**



Report Regarding Intent to Apply for the  
2022-2023 Learning Acceleration Support Opportunities  
(LASO) Grant – 2022-2024 Technology Lending Grant

Laura Williams, Director for Special Funding  
January 23, 2023

# Highlights of the Learning Acceleration Support Opportunities (LASO) Grant – Technology Lending Grant:

## Key Dates:

- Application posted November 7, 2022
- Application deadline was December 22, 2022
- Grant Start Date: February 7, 2023
- Grant End Date: April 30, 2024
- Allocation: up to \$225,000






## Purpose:

The Learning Acceleration Support Opportunities (LASO) is a consolidated application cycle that provides grant funding opportunities which support continued learning acceleration and innovation opportunities. LASO program grants will be focused on three of the five learning acceleration strategies: Instructional Materials, More Time, and Innovative School Models.

The Technology Lending grant program awards grant funds to LEA's to provide students the equipment necessary to access and use digital instructional materials at school and at home.

- Strong Foundation Implementation
- Strong Foundation Planning
- Technology Lending Grant
- Blended Learning Grant
- ADSY Planning and Execution Program – Summer
- P-TECH – Pathway in Technology Early College High School
- ECHS – Early College High School
- School Action Fund

# Learning Acceleration Strategies:


Strategic Planning	Instructional Materials	Teacher Pipelines	More Time	Innovative School Models
 <p>Strategic planning and performance management to prioritize, launch, and continuously improve learning acceleration strategies</p>	 <p>Rigorous, <b>high-quality instructional materials</b> designed to make up ground and master grade level TEKS</p>	 <p>Talent pipelines that support teachers to deliver excellence in the classroom, getting more than 1 year of growth in 1 year</p>	 <p><b>More time</b> for the students in most need, including expanding instructional time in the summer and with targeted <b>tutoring</b></p>	 <p><b>Innovative school models</b> to incorporate all of the learning acceleration framework</p>

Thank you.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBMITTED BY:** 

**SUPERVISOR:** 

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



**38** \_\_\_\_\_  
**Superintendent of Schools**

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR  
 MCALLEN I.S.D. TAXES COLLECTED FOR:  
 DECEMBER 2022

**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 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL	96,621,135.70	40,279,754.29	-	782,821.03	57,124,202.44	41.35%	48.34%
2021 & PRIOR YRS	6,780,691.39	1,187,082.78	(118,494.16)	(340,173.08)	5,134,941.37	18.78%	24.85%
ROLLBACK	5,614.49	25,712.25	-	25,712.25	5,614.49	82.08%	55.02%
<b>TOTALS</b>	<b>103,407,441.58</b>	<b>41,492,549.32</b>	<b>(118,494.16)</b>	<b>468,360.20</b>	<b>62,264,758.30</b>		

**BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF DECEMBER 2022**

	MCALLEN ISD	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	31,726,170.98	(246.24) CURRENT
CURRENT YEAR-P&I	-	
PRIOR YEARS-BASE TAX	117,710.86	- PRIOR
PRIOR YEARS-P&I	43,103.62	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	22,546.52	- PURGED
<b>TOTAL COLLECTIONS</b>	<b>31,909,531.98</b>	<b>(246.24)</b>
LESS TRANSFERRED	25,266,533.04	
LESS IN TRANSIT	6,628,190.36	
LESS DUE TO HCAD COMM FEES	954.58	
LESS DUE TO CO TREASURER	13,854.00	
LESS COURT ORDER INTEREST	-	
<b>BALANCE</b>	<b>0.00</b>	

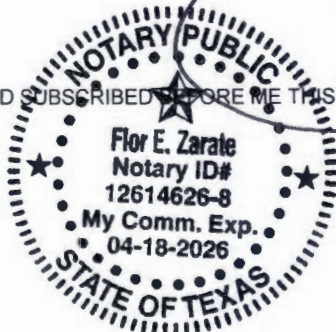
\*\*\*\*\*AFFIDAVIT\*\*\*\*\*

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 DECEMBER IS CORRECT.

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



SWORN AND SUBSCRIBED BEFORE ME THIS 10TH DAY OF JANUARY 2023 A.D.



*Flor E. Zarate*  
 \_\_\_\_\_  
 NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBMITTED BY:** *Laura Williams*  
Laura Williams (Jan 19, 2023 13:52 CST)

**SUPERVISOR:** *Adelino*

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

*J. Alexander*  
40 \_\_\_\_\_  
**Superintendent of Schools**



Report Regarding Intention to Apply for Office of  
the Governor, Public Safety Office Criminal Justice  
Division:

FY 2024 Body–Worn Camera Grant Program

FY 2024 Rifle-Resistant Body Armor Grant  
Program

# Highlights of the FY 2024 Body-Worn Camera Grant Program:

## Key Dates:

- eGrants.gov application deadline is February 9, 2023
- Grant period start date 9/1/23
- PSO expects to make available \$6 million for FY 2024
- 25% Match
- Purchase 62 Body Cameras

## Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with body-worn cameras.

# Highlights of the FY 2024 Rifle-Resistant Body Armor Grant Program:

## Key Dates:

- eGrants.gov application deadline is February 9, 2023
- Grant period start date 9/1/23
- PSO expects to make available \$7 million for FY 2024

## Purpose:

The purpose of this announcement is to solicit applications from law enforcement agencies to equip peace officers with rifle-resistant body armor.

Body Armor must be compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06 type III (rifles) or type IV (armor piercing rifle) body armor.

Thank you.

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBMITTED BY:**   
Maribelle Elizondo (Jan 18, 2023 14:28 CST)

**SUPERVISOR:** *Rosalba De Hoyos*

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



45 \_\_\_\_\_  
**Superintendent of Schools**

RFP 2022-1038 Special Education Equipment, Supplies, Services, and Related Products (Round 8)

No.	Responding Supplier	City	State	Recommendation
1	Aspire Staffing Incorporated	McAllen	TX	Qualified
2	Crisis Prevention Institute Inc.	Milwaukee	WI	Qualified
3	Rethink Autism, Inc.	New York	NY	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBJECT:** Possible Action on 2022-2023 List of Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers

**REFERENCE:** Goal 2: People Development; Strategy 2: Attract/ Retain High Quality Staff

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

Board Policy DNA(LOCAL) and (LEGAL) -Performance Appraisal: Evaluation of Teachers Chapter 150. Commissioner's Rules Concerning Educator Appraisal Sub-chapter AA. Teacher Appraisal Texas Education Code, 21.351.356. Under the existing T-TESS guidelines, the District Board of Trustees is required to approve annually the list of certified teacher appraisers.

Please note that the names of additional T-TESS appraisers will be forwarded to the Board of Trustees for approval as they become certified during the 2022-2023 school year.

**ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:**

The T-TESS support system currently in place includes, but is not limited to TEA, SBEC, TASB, Region I and Region XIII. Required materials and training have been budgeted within the Division of Curriculum and Instruction. The teacher appraisers have been verified by Human Resources and identified under separate cover.

**LEGAL REVIEW:** None

**BUDGETARY CONSIDERATIONS:** Budgeted

**RECOMMENDED BOARD ACTION:**

That the Board of Trustees approve the 2022-2023 list on Certified Texas Teacher Evaluation and Support System (T-TESS) Appraisers.

**SUBMITTED BY:** 

**SUPERVISOR:** 

For further information contact:  
Name: Stan Crouse  
Office: Human Resources (956) 618-6009  
eMail: stan.crouse@mcallenisd.net

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



**T-TESS Appraisers  
2022-2023**

Last Name	First Name	Campus	Role	Status	Certification Year	Board Approved
Ramirez	Leslee	Memorial HS	Assistant School Administrator	Certified	2022-2023	Pending
Martinez	Norma	Roosevelt ES	Assistant School Administrator	Certified	2022-2023	December 12, 2022
Perez	Herman	McAllen HS	Assistant School Administrator	Certified	2022-2023	October 24, 2022
Flores	Ana Lisa	Jackson ES	Assistant School Administrator	Certified	2022-2023	October 24, 2022
Alvarado	Cristina	Brown MS	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Babauta	Linda	McAllen HS	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Rodriguez	Cassandra	Memorial HS	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Ventura	Karina	Milam ES	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Macias	Ruben	Rowe HS	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Netro	Tahnee	Wilson ES	Assistant School Administrator	Certified	2022-2023	September 12, 2022
Carmona	Miguel	AECHS	School Administrator	Certified	2022-2023	August 8, 2022
Garcia-Olivares	Dalia	AECHS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Saenz	Sandra	AECHS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lara	Melissa	Alvarez ES	School Administrator	Certified	2022-2023	August 8, 2022
Leo	Melissa	Alvarez ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Gutierrez	Alfredo	Brown MS	School Administrator	Certified	2022-2023	August 8, 2022
Hernandez	Carlos	Castaneda ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Rodriguez	Jessica	Castaneda ES	School Administrator	Certified	2022-2023	August 8, 2022
Garza	Monica	Cathey MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Herrera	Miguel	Cathey MS	School Administrator	Certified	2022-2023	August 8, 2022
Cazares	Samuel	DeLeon MS	School Administrator	Certified	2022-2023	August 8, 2022
Zavala	Justin	DeLeon MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Skretta	Marla	DeLeon MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Barnett-Bermea	Karla	District	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lara	Liza	District	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Guerra	Veronica	Escandon ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Rodriguez	Karla	Escandon ES	School Administrator	Certified	2022-2023	August 8, 2022
Ramirez	Marisa	Fields ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Trdla	Teresa	Fields ES	School Administrator	Certified	2022-2023	August 8, 2022
Camacho	Consuelo	Fossum MS	School Administrator	Certified	2022-2023	August 8, 2022
Evans	Aida	Fossum MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Trevino	Nora	Fossum MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lopez	April	Garza ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Valenzuela	Nancy	Garza ES	School Administrator	Certified	2022-2023	August 8, 2022
Alaniz Lopez	Jennifer	Gonzalez ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Hernandez	Christina	Gonzalez ES	School Administrator	Certified	2022-2023	August 8, 2022
Mora	Carlos	Hendricks ES	School Administrator	Certified	2022-2023	August 8, 2022
Villanueva	Rachel	Hendricks ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lowe	Jessica	Houston ES	School Administrator	Certified	2022-2023	August 8, 2022
Saldana	Victoria	Houston ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Gutierrez	Fernando	I&G Center	School Administrator	Certified	2022-2023	August 8, 2022
Harris	Anthony	I&G Center	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Salinas	Erika	Jackson ES	School Administrator	Certified	2022-2023	August 8, 2022
Varela	Sanjuanita	Jackson ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Nino	Jeanette	Lamar Academy	School Administrator	Certified	2022-2023	August 8, 2022
Sanchez	Nora	Lamar Academy	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Canales	Albert	McAllen HS	School Administrator	Certified	2022-2023	August 8, 2022
De Leon	Elizabeth	McAllen HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Friedlein	Stephanie	McAllen HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Garcia	Manuel	McAllen HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Hernandez	Edna	McAllen HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Gonzalez	Elizabeth	McAuliffe ES	School Administrator	Certified	2022-2023	August 8, 2022
Saenz	Yvonne	McAuliffe ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Alvarez	Pedro	Memorial HS	School Administrator	Certified	2022-2023	August 8, 2022
Bechtold	Rebecca	Memorial HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Caldwell	Yvonne	Memorial HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022


**T-TESS Appraisers  
2022-2023**

Castillo	Ramiro	Memorial HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Lozano	Jesus Miguel Angel	Memorial HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Guerra	Bibiana	Milam ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Quintanilla	Christian	Milam ES	School Administrator	Certified	2022-2023	August 8, 2022
Garza	Alenn	Morris MS	School Administrator	Certified	2022-2023	August 8, 2022
Gonzalez	Jessica	Morris MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Mendez	Olga	Morris MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Delgado	Veronica	Perez ES	School Administrator	Certified	2022-2023	August 8, 2022
Garcia	Laura	Perez ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Montes	Yesenia	Rayburn ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Partida	Clarissa	Rayburn ES	School Administrator	Certified	2022-2023	August 8, 2022
Hatzold	Cynthia	Roosevelt ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Alaniz Jr.	Ignacio	Rowe HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
de la Garza	Aissa	Rowe HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Kaufmann	Monica	Rowe HS	School Administrator	Certified	2022-2023	August 8, 2022
Snelling	Olga	Rowe HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Tamez	Sergio	Rowe HS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Partida	Veronica	Sanchez ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Rodriguez	Veronica	Sanchez ES	School Administrator	Certified	2022-2023	August 8, 2022
Bzibziak	Donna	Seguin ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Nevarez	Juan	Seguin ES	School Administrator	Certified	2022-2023	August 8, 2022
Casas	Sonia	Thigpen-Zavala ES	School Administrator	Certified	2022-2023	August 8, 2022
Chapa	Marisela	Thigpen-Zavala ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Amaya	Efrain	Travis MS	School Administrator	Certified	2022-2023	August 8, 2022
Guerrero	Fayna	Travis MS	Assistant School Administrator	Certified	2022-2023	August 8, 2022
Garcia	Erika	Wilson ES	School Administrator	Certified	2022-2023	August 8, 2022
Montgomery	Rachel	Wilson ES	Assistant School Administrator	Certified	2022-2023	August 8, 2022

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBMITTED BY:**   
Alexandra Molina (Jan 17, 2023 16:14 CST)

**SUPERVISOR:** 

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



50 \_\_\_\_\_  
**Superintendent of Schools**


**2021-1012 RFP Trophies, T-shirts, Awards, Incentives, and Related Products and Services  
(Round 15)**

<b>No.</b>	<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Recommendation</b>
1	HBH Promos, Inc dba JB Edwards	Clearwater	FL	Qualified
2	Concourse Team Express, LLC	San Antonio	TX	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

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

**SUPERVISOR:**   
Debra Thomas (Jan 17, 2023 16:06 CST)

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



52 \_\_\_\_\_  
**Superintendent of Schools**

2022-1025 Fine Arts Equipment, Supplies, Related Products, and Services (Round 8)

No.	Responding Supplier	City	State	Recommendation
1	McCormick's Group, LLC	Wheeling	IL	Qualified
2	Sweetwater Sound Holdings, LLC dba Sweetwater Sound LLC	Fort Wayne	IN	Qualified

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBMITTED BY:** *Patricia Pena*

**SUPERVISOR:** *Rosalba De Hoyos*

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

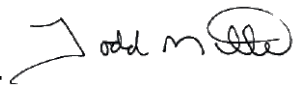
*J. X. O'Connell*

54 \_\_\_\_\_  
**Superintendent of Schools**      Jan 18, 2023

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

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

**SUPERVISOR:** 

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



55 \_\_\_\_\_  
**Superintendent of Schools** Jan 19, 2023



TASB Advocacy  
Agenda

Call for  
Resolutions

Cornerstone  
Principles

Priorities

Resolutions

TASB Legislative  
Advisory Council

## TASB 2022–2024 Advocacy Agenda Priorities

*As Adopted September 24, 2022 by the TASB Delegate Assembly*

### Teacher Recruitment and Retention

TASB calls upon the Texas Legislature to provide additional state funding to help elevate the profession of teaching by providing more substantial financial aid and other programs to incentivize students to enter the field, increasing educator and staff compensation, improving staff health and retirement benefits, and decreasing the burdensome mandates that increase an educator's workload.

### Student and Staff Mental Health

TASB calls upon the Texas Legislature to improve access to evidence-based mental health services and mental health professionals either within a district or a collaborative network. At the same time, the Legislature should reduce the burden on educators and districts to identify and solve student mental health issues.

### Vouchers

TASB calls upon the Texas Legislature to prevent any transfer of public funds using vouchers, education savings accounts, or corporate tax credits to private schools or individuals, including the expansion of virtual instruction by corporations.

### State Accountability

TASB calls upon the Texas Legislature to expand opportunities for locally determined accountability frameworks; to continue to reduce mandatory state assessments by eliminating those not required by federal law; to remove the high stakes inherent in the A-F rating system and assessments that impact students, teachers, and schools; to reduce the time students spend taking state tests; and to prohibit standardized tests from serving as the primary indicator of school and student performance.

### School Finance

TASB calls upon the Texas Legislature to update the school finance system and basic allotment using student enrollment and taking into account regional cost differences to more equitably distribute future funding, reduce recapture payments, increase funding for student education, and teacher compensation, and provide automatic property tax relief for taxpayers; in addition, any and all excess "revenue in excess of entitlement" must be returned to the basic allotment and not into the general fund or other fund not benefitting traditional public education.

### School Facilities

TASB calls upon the Texas Legislature to recognize the disparities in property values and adequately fund and update the state's current facilities programs or create a statewide funding mechanism to assist school districts with building new facilities that accommodate student enrollment changes, reduce the need for additional debt, and renovate aging facilities with safe and efficient buildings that are conducive to meeting the needs of students in a modern classroom.

### Ballot Language Honesty

TASB calls upon the Texas Legislature to allow school district bond and voter-approved tax ratification propositions to include ballot language that accurately informs voters of what the measure seeks to accomplish.

### Restoring Local Control

TASB calls upon the Texas Legislature to remove existing statutes and prevent new legislation that grants unelected state officials and executive agency staff discretion over how to implement legislation, thereby providing more clarity regarding state law as well as preserving the governance structure of local school boards.

## Parental Partnerships

TASB embraces parents as partners with educators, administrators and school trustees in their children’s education as outlined in Chapter 26 of the Texas Education Code and encourages productive engagement between them without undue involvement from the state.

## Charter Schools

TASB calls upon the Texas Legislature to restrict the expansion of charter schools and to reduce the impact charter schools and other educational institutions receiving public funds have on the state budget and local public schools by limiting funding to a rate no higher than that of local districts. The Legislature should increase the transparency and accountability of charter schools and other educational institutions receiving public funds, especially with regard to student enrollment processes/recruitment, student expulsion practices, business operations, and expenditures.

## Preventing Community Censorship

TASB supports the statutory duty and right of local school boards to advocate and associate for the educational needs of all students and communities.

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### TASB and Member Highlights

[Membership Benefits](#)  
[Advocacy Agenda](#)  
[TASB Board of Directors](#)  
[Key Contacts](#)  
[TASB Careers](#)

### About Schools and School Boards

[Supporting Texas Public Schools](#)  
[About School Boards](#)

### News and Media

[TASB News Releases](#)  
[Events Calendar](#)  
[Texas Lone Star For Media Contacts](#)

### Related Entities

[TASB Risk Management Fund](#)  
[TASB Energy Cooperative](#)  
[First Public BuyBoard](#)  
[TASA | TASB Convention](#)  
[Area School Board Associations](#)



PO Box 400, Austin, Texas 78767-0400  
512.467.0222

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE MCALLEN INDEPENDENT SCHOOL DISTRICT REGARDING TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) 2022-2024 ADVOCACY AGENDA PRIORITIES**

WHEREAS, the Board of Trustees (Board) of the McAllen Independent School District has reviewed and desires to evidence its support of the Texas Association of School Boards 2022-2024 Advocacy Agenda Priorities for the 88<sup>th</sup> Texas Legislature; and

WHEREAS, The Board urges all Texas Independent School Districts and the public to contact their Representatives and Senators to read and support the Texas Association of School Boards 2022-2024 Advocacy Agenda Priorities, a copy of which is attached hereto as Exhibit A.

NOW, THEREFORE, on motion duly made and seconded, it is hereby resolved that:

1. The Board of Trustees supports the Texas Association of School Boards 2022- 2024 Advocacy Agenda Priorities for the 88<sup>th</sup> Legislative Session; and
2. The Board of Trustees of the McAllen Independent School District urges all Texas Independent School Districts and the public to support the Texas Association of School Boards 2022-2024 Advocacy Agenda Priorities and to contact their elected Representatives and Senators to support same.

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:


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Marco Suarez, Secretary, Board of Trustees  
McAllen Independent School District

**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBMITTED BY:** 

**SUPERVISOR:**   
Alejandra Gonzalez (Jan 18, 2023 17:13 CST)

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



**59** Superintendent of Schools

**FIRST AMENDMENT TO**

**CONTRACT NO. 2022-194 Park Place Recreation Designs, Inc.**

This First Amendment to Contract No. 2022-194 (the "Contract") effective this 23<sup>rd</sup> day of January 2023 by and between McAllen Independent School District ("District") and **Park Place Recreation Designs, Inc.**, a Texas Corporation ("Contractor") as follows:

WHEREAS, the District entered into Contract No. 2022-194 dated June 13, 2022; and

WHEREAS, the District and Contractor desire to amend the Contract.

NOW THEREFORE, for and in consideration of the clarification of the terms and provisions set forth herein and, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Contractor hereby agree to the following amendment to the Contract.

1. Extend the Term of the Contract until May 19, 2023;
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. District and Contractor ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of \_\_\_\_\_  
Date

McALLEN INDEPENDENT SCHOOL DISTRICT

Park Place Recreation Designs, Inc.

By: \_\_\_\_\_  
Tony Forina, Board of Trustees

By: \_\_\_\_\_  
Marilyn Ahrens, Vice President

Approved as to form:

Walsh Gallegos Treviño Kyle & Robinson P.C.

by: Leandra C. Ortiz  
Leandra C. Ortiz (Jan 16, 2023 16:10 CST)  
Leandra Costilla Ortiz

**MCALLEN INDEPENDENT SCHOOL DISTRICT**  
**CONTRACT NO. 2022-194 Park Place Recreation Designs, Inc. through Interlocal Cooperative Agreement**  
**No. 2020-002 through Request for Cooperate Quotes 2022-1054**

This Contract, dated on June 13, 2022, and entered into effective by and between **McAllen Independent School District** (hereinafter referred to as "District") and **Park Place Recreation Designs, Inc.** a Texas corporation (hereinafter referred to as "Contractor").

**WITNESSETH:**

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

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

**WHEREAS**, District recognizes that the Facilities, Maintenance & Operations 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;

**WHEREAS**, this project is being funded by Community Development Block Grant funds and is subject to the following Federal requirements: Executive Order 11246; Clause 3 of the HUD Act of 1968; Title IV of the Civil Rights Act of 1964; Title VII of the Civil rights Act of 1968; and Section 109 of the Housing and Community Development Act of 1974.

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

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

## 1. OBLIGATIONS OF THE CONTRACTOR

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

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

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

- A. This Contract
- B. Exhibit "A" – District RFCQ No. 2022-1054
- C. Exhibit "B" – Contractor's Response Pursuant to RFCQ No. 2022-1054
- D. Exhibit "C" – Federal Provisions
- E. Exhibit "D" – Contractors Insurance
- F. Exhibit "E" – 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 D.

### **3. TRANSFER, ASSIGNMENT, ETC.**

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

### **4. ADJUDICATION**

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

### **5. PROVISIONS, PARAGRAPHS**

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

### **6. PAYMENT**

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

## 7. TAXES AND BENEFITS

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

## 8. INCURRING FINANCIAL OBLIGATION

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

## 9. ACCESS TO BOOKS AND RECORDS

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

## 10. NON-DISCRIMINATION

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

## 11. HOLD HARMLESS

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

## 12. TERM AND TERMINATION OF CONTRACT

**Term.** The term of this Contract shall commence on June 14, 2022, and remain effective through January 31, 2023. All services must be completed during the term of the Contract.

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

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:                Park Place Recreation Designs, Inc.  
     Attn: Marilyn Ahrens, Vice President  
     Street: 4225 Woodburn Dr.  
     City: San Antonio, TX 78218

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 June 20, 2022  
Date


**DISTRICT:**

McAllen Independent School District

By:   
Tony Forina (Jun 20, 2022 11:47 CDT)  
\_\_\_\_\_  
Tony Forina

Park Place Recreation Designs, Inc.

By:   
Marilyn Ahrens (Jun 20, 2022 11:45 CDT)  
\_\_\_\_\_  
Marilyn Ahrens, Vice President

Approved as to form:  
Atlas Hall & Rodriguez, LLP  
by:   
Stephen L. Crain (Jun 20, 2022 11:31 CDT)  
\_\_\_\_\_  
Stephen Crain

**EXHIBIT A**

**District RFCQ No. 2022-1054**



## **2022-1054 Addendum 1**

### **Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing**

Issue Date: 5/19/2022

Questions Deadline: 5/27/2022 10:00 AM (CT)

Response Deadline: 6/2/2022 11:00 AM (CT)

#### **Contact Information**

Contact: Graciela Garza Senior Buyer

Address: Purchasing Services

Administration Office

2000 N 23rd St

McAllen, TX 78501-6126

Phone: (956) 657-4487

Fax: (956) 6574481

Email: ggarza@mcallenisd.net

## Event Information

Number: 2022-1054 Addendum 1  
Title: Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing  
Type: Request for Cooperative Quotes  
Issue Date: 5/19/2022  
Question Deadline: 5/27/2022 10:00 AM (CT)  
Response Deadline: 6/2/2022 11:00 AM (CT)  
Notes: McAllen Independent School District (the "District") is accepting quotes through Purchasing Cooperative Contracts .

Interested respondents may obtain specifications through IonWave. The District prefers and encourages respondents to submit their proposals electronically through IonWave.

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

This project is being funded by Community Development Block Grant ("CDBG") funds and is subject to the following Federal requirements: Executive Order 11246; Clause 3 of the HUD Act of 1968; Title IV of the Civil Rights Act of 1964; Title VII of the Civil rights Act of 1968; and Section 109 of the Housing and Community Development Act of 1974.

All respondents shall have current contracts through District-approved Purchasing Cooperatives.

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.

To schedule a campus visit, Melissa Ortiz, Facilities Project Manager via email to [melissa.ortiz@mcallenisd.net](mailto:melissa.ortiz@mcallenisd.net).

## Ship To Information

Contact: Ruben Trevino, Executive Director  
Address: Facilities, Maintenance & Operations  
Building A  
4309 Warrior Drive  
McAllen, TX 78501  
Phone: (956) 6323200  
Email: [ruben.trevino@mcallenisd.net](mailto:ruben.trevino@mcallenisd.net)

## Billing Information

Contact: Dyanira Diaz, Director  
Address: Accounting  
2000 N. 23rd Street  
McAllen, TX 78501  
Phone: (956) 6328403  
Email: [Dyanira.Farias@mcallenisd.net](mailto:Dyanira.Farias@mcallenisd.net)

## Bid Attachments

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### **2022-1054 General Terms and Conditions RFCQ Construction.pdf**

General Terms and Conditions

[View Online](#)

### **2022-1054- Specs.pdf**

Specifications

[View Online](#)

### **2022-1054 Drawings.pdf**

Drawings

[View Online](#)

### **Wage Determination.pdf**

Davis Bacon Wage Rates

[View Online](#)

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

IRS Form W-9 Revised Oct 2018 (Fillable Form)

[View Online](#)

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

Conflict of Interest Questionnaire (CIQ) form

[View Online](#)

### **Service Template - thru Coop 11.1.2021.doc**

Service Template

[View Online](#)

### **AIA A105-2017 - Working Draft.docx**

AIA 105

[View Online](#)

### **2022-1054 Addendum1.pdf**

Addendum 1

[View Online](#)

### **2022-1054- Revised Specs.pdf**

Revised Specs

[View Online](#)

## Requested Attachments

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### **Completed W9 Form**

*(Attachment required)*

Please upload your completed W9 form.

### **Assumed Name Certificate**

Upload your Assumed Name Certificate (if applicable).

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

*(Attachment required)*

Please upload your certificate of insurance in Acord form.

### **Completed Conflict of Interest Questionnaire.**

*(Attachment required)*

Please upload your completed CIQ.

Note: If no conflict, please indicate "N/A" on the form.

### **HUB Certificate**

Upload your HUB Certificate, if applicable.

### **Completed Form 1295 Form or Exemption Statement**

*(Attachment required)*

Please upload your completed 1295 Form.

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.

# Bid Attributes

<b>1</b>	<b>General Terms and Conditions</b> <p>Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions.</p> <p>**This is your electronic signature.</p> <p><input type="checkbox"/> I have read, understand and accept. <i>(Required: Check if applicable)</i></p>
<b>2</b>	<b>Specifications and Scope of Work</b> <p>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.</p> <p>**This is your electronic signature.</p> <p><input type="checkbox"/> I hereby acknowledge. <i>(Required: Check if applicable)</i></p>
<b>3</b>	<b>Deviations and Exceptions</b> <p>If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. <b>If none, enter N/A (Not Applicable).</b></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>
<b>4</b>	<b>Form 1295 - Certificate of Interested Parties</b> <p>The 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 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online.</p> <p>Access form at:</p> <ul style="list-style-type: none"><li>• <a href="http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a></li><li>• Complete the form</li><li>• Enter solicitation number and name</li><li>• Print and sign form</li><li>• Attach form on "Response Attachments" tab</li></ul> <p>If exempt, attach documentation.</p> <p><input type="checkbox"/> I have read and understand. <i>(Required: Check if applicable)</i></p>

**5 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 any proposer indebted to the District.

\*\*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)*

**6 Provide the business name as it is registered with the Texas Comptroller, or similar. \*Note: the name must match IRS registration and W-9 form.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Required: Maximum 1000 characters allowed)*

**7 Does your company have a business name on Line 2 of the W-9? If yes, attach an Assumed Name Certificate/Fictitious Name issued by the State/County (on the "Response Attachments" tab).**

Yes (upload Assumed Name Certificate)

No

*(Required: Check all that apply)*

**8 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)*

**9 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)*

**1 0 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)*

**1**  
**1 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)

**1**  
**2 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)

**1**  
**3 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Required: Maximum 4000 characters allowed)

**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)

**15 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)*

**16 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)*

**17 TEXAS GOVERNMENT CODE 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)*

**18 TEXAS GOVERNMENT CODE 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)*

**26 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)*

**27 (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)*

**28 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 3 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.

I am an Active certified HUB vendor (attach HUB ce  
 Small & Minority, WBE, Labor Surplus Area Firms  I am neither.  
(Required: Check only one)

**3 4 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 5 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)

<b>3 6</b>	<p><b>Federally Funded Purchases</b></p> <p>Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases.</p> <p>**This is your electronic signature.</p> <p><input type="checkbox"/> I have read and hereby certify. <i>(Required: Check if applicable)</i></p>
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<b>3 7</b>	<p><b>Addendum</b></p> <p>Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable.</p> <p>**This is your electronic signature.</p> <p><input type="checkbox"/> I have read and hereby acknowledge. <i>(Required: Check if applicable)</i></p>
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**Bid Lines**

<b>1</b>	<p><b>Cooperative Contract</b></p> <p><b>Item Attributes</b></p> <p><b>1. Cooperative Vendor</b></p> <p>I hereby certify that my Firm/Company is an approved vendor through a Cooperative Contract.</p> <p>A list of approved McAllen ISD coops can be located on our website at <a href="https://www.mcallenisd.org/page/cooperative-agreements">https://www.mcallenisd.org/page/cooperative-agreements</a>.</p> <p>***This is your electronic signature.</p> <p><input type="checkbox"/> I have read, understand and hereby certify. <i>(Required: Check if applicable)</i></p> <p><b>2. Cooperative Contract Name</b></p> <p>Specify Cooperative Contract name.</p> <p>_____</p> <p>_____</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p> <p><b>3. Cooperative Contract Number</b></p> <p>Specify Cooperative Contract number.</p> <p>_____</p> <p>_____</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p> <p><b>4. Delivery</b></p> <p>Specify number of days to complete delivery, installation, and training.</p> <p>_____</p> <p>_____</p> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
----------	---

**2** **Payment and Performance Bonds**  
*(Response required)*  
 Quantity:   1   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**3** **Project Inspection, Plan Review**  
*(Response required)*  
 Quantity:   1   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**4** **Parts List Structure Model #KC12282 Miracle**

**5** **Item # 7145039 Deck**  
*(Response required)*  
 Quantity:   8   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**6** **Item # 714551 5" OD X 106" Post 551 (≤ 2'6" Deck)**  
*(Response required)*  
 Quantity:   3   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**7** **Item # 714555 5" OD X 76" Fencing & Panels 555**  
*(Response required)*  
 Quantity:   2   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
*(Attach separate sheet)*

**8** Item # 714572 5" OD X 144" Roof 572 (≤ 3' Deck)  
 (Response required)  
 Quantity: 12 UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**9** Item # 714576 5" OD X 204" Roof 576 (8' Deck)  
 (Response required)  
 Quantity: 6 UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**10** Item # 7146058 Tree-O Climber  
 (Response required)  
 Quantity: 1 UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**11** Item # 7146702 Chameleon II Slide  
 (Response required)  
 Quantity: 2 UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**12** Item # 7146704 Short Straight Section  
 (Response required)  
 Quantity: 3 UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**13** Item # 7146705 Right Section  
 (Response required)  
 Quantity: 4 UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**1**  
**4** Item #7146706 Left Section  
(Response required)  
Quantity:   3   UOM: EA Price: \$  Total: \$   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1**  
**5** Item #714670EZ Entry Section  
(Response required)  
Quantity:   2   UOM: EA Price: \$  Total: \$   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1**  
**6** Item #714670LZ Sect Spt Leg 84 1/2"  
(Response required)  
Quantity:   4   UOM: EA Price: \$  Total: \$   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1**  
**7** Item #714670PZ Chameleon II Slide  
(Response required)  
Quantity:   2   UOM: EA Price: \$  Total: \$   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1**  
**8** Item #7146806C Wave Hex Roof  
(Response required)  
Quantity:   3   UOM: EA Price: \$  Total: \$   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**1**  
**9** Item #71468610 Alta-Glide Flex Link (1" Deck)  
(Response required)  
Quantity:   1   UOM: EA Price: \$  Total: \$   
Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**20** Item #714700 Side-By-Side Slide  
(Response required)

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**21** Item #71471516 Electronic Piano Panel  
(Response required)

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**22** Item #714756 Sight –N– Sound Panel  
(Response required)

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**23** Item #7147632 Tic-Tac-Toe  
(Response required)

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**24** Item #7147721 Bongo Perch  
(Response required)

Quantity:   5   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**25** Item #7147743 Bongo Steps  
(Response required)

Quantity:   1   UOM:   EA   Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**26** Item #7148135 Deck Encl  
(Response required)

Quantity:   2   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**27** Item #7148161 Wire Mesh Enclosure  
(Response required)

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**28** Item #714817 Wall W/Bench  
(Response required)

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**29** Item #7148193D Boulder Ridge 3 Section Grnd to DK  
(Response required)

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**30** Item #71482315 Power Pedaler, Arms  
(Response required)

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**31** Item #7148435 Chinning Bar  
(Response required)

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**3** Item #7148465 Therapeutic Handrings  
**2** (Response required)  
 Quantity:   1   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 No bid  
 Additional notes  
 (Attach separate sheet)

**3** Item #7148496 Observation DK W/Ext Wheel  
**3** (Response required)  
 Quantity:   1   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 No bid  
 Additional notes  
 (Attach separate sheet)

**3** Item #71485139 Transfer Point  
**4** (Response required)  
 Quantity:   1   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 No bid  
 Additional notes  
 (Attach separate sheet)

**3** Item #71487530 30 Deg Look-Out  
**5** (Response required)  
 Quantity:   1   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 No bid  
 Additional notes  
 (Attach separate sheet)

**3** Item #714920595 PVC Ramp  
**6** (Response required)  
 Quantity:   1   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 No bid  
 Additional notes  
 (Attach separate sheet)

**3** Item #71492059 PVC Ramp  
**7** (Response required)  
 Quantity:   2   UOM:  EA  Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 No bid  
 Additional notes  
 (Attach separate sheet)

**38** Item #714961L2 Delight-O-Scope Binoculars  
 (Response required)  
 Quantity:   1   UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**39** Item #7149831 Marble Race  
 (Response required)  
 Quantity:   1   UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**40** Item #7149922 Lookout Tower  
 (Response required)  
 Quantity:   1   UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**41** Item #990027PZ Deck enc  
 (Response required)  
 Quantity:   1   UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**42** Item #4501 Concerto Tall Chimes  
 (Response required)  
 Quantity:   1   UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**43** Item #4502 Concerto Vibes  
 (Response required)  
 Quantity:   1   UOM: EA Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**4** Item #4505 Concerto Spin Cabasas Large  
**4** (Response required)  
 Quantity:   1   UOM:   EA   Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**4** Item #4507 Concerto 3-Congas  
**5** (Response required)  
 Quantity:   1   UOM:   EA   Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**4** Item #4533 MM Dynamics Lab  
**6** (Response required)  
 Quantity:   1   UOM:   EA   Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**4** Item #453704 MM Tranquility Corner Frame  
**7** (Response required)  
 Quantity:   1   UOM:   EA   Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**4** Item #70471315B TCX Star/Circle Perf Panel (Below Deck)  
**8** (Response required)  
 Quantity:   1   UOM:   EA   Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**4** Item #70471316B TCX HEX/Triangle Perf Panel (Below Deck)  
**9** (Response required)  
 Quantity:   1   UOM:   EA   Price: \$  Total: \$   
 Supplier Notes: \_\_\_\_\_  
 \_\_\_\_\_

No bid  
 Additional notes  
 (Attach separate sheet)

**50** Installation of Equipment Only  
(Response required)

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**51** Synthetic Turf Surfacing System, 2" Pad with Sand Infill Approximately 2,505 sq. ft  
(Response required)

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**52** Concrete Sidewalk perimeter, 5' wide approximately 1,110 square feet.  
(Response required)

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**53** Shipping  
(Response required)

Quantity:   1   UOM:  EA  Price: \$  Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

No bid  
 Additional notes  
(Attach separate sheet)

**54** **Project Timeline**

**Item Attributes**

**1. The District has a critical need for substantial completion within 270 days of commencement. Specify the calendar days that you can substantially complete the project.**

Projected start date is June 23, 2022, to be completed by March 20, 2023.

(Required: Numbers only)



**EXHIBIT B**

**Contractor's Response Pursuant to RFCQ No. 2022-1054**



**2022-1054 Addendum 1**  
**Park Place Recreation Designs, Inc.**  
**Supplier Response**

**Event Information**

Number: 2022-1054 Addendum 1  
Title: Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing  
Type: Request for Cooperative Quotes  
Issue Date: 5/19/2022  
Deadline: 6/2/2022 11:00 AM (CT)  
Notes: McAllen Independent School District (the "District") is accepting quotes through Purchasing Cooperative Contracts .

Interested respondents may obtain specifications through IonWave. The District prefers and encourages respondents to submit their proposals electronically through IonWave. Submittals received after this deadline will be void and unacceptable. Facsimile transmittals and/or emailed submittals will not be accepted.

This project is being funded by Community Development Block Grant ("CDBG") funds and is subject to the following Federal requirements: Executive Order 11246; Clause 3 of the HUD Act of 1968; Title IV of the Civil Rights Act of 1964; Title VII of the Civil rights Act of 1968; and Section 109 of the Housing and Community Development Act of 1974.

All respondents shall have current contracts through District-approved Purchasing Cooperatives.

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.

To schedule a campus visit, Melissa Ortiz, Facilities Project Manager via email to [melissa.ortiz@mcallenisd.net](mailto:melissa.ortiz@mcallenisd.net).

## **Contact Information**

Contact: Graciela Garza Senior Buyer

Address: Purchasing Services

Administration Office

2000 N 23rd St

McAllen, TX 78501-6126

Phone: (956) 657-4487

Fax: (956) 6574481

Email: [ggarza@mcallenisd.net](mailto:ggarza@mcallenisd.net)

## Park Place Recreation Designs, Inc. Information

Contact: Andrew Ahrens  
Address: 4225 Woodburn Dr. (P. O. Box 18186 San Antonio TX 78218)  
San Antonio, TX 78218  
Phone: (210) 821-5878  
Fax: (210) 832-0115  
Toll Free: (800) 626-0238  
Email: andy@miracleparkplace.com  
Web Address: www.miracleparkplace.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Marilyn Ahrens

*Signature*

Submitted at 6/1/2022 9:07:18 AM

[marilyn@miracleparkplace.com](mailto:marilyn@miracleparkplace.com)

*Email*

## Requested Attachments

### Completed W9 Form

2022 Form W-9.pdf

Please upload your completed W9 form.

### Assumed Name Certificate

*No response*

Upload your Assumed Name Certificate (if applicable).

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

2022 COI - McAllen ISD Escandon ES.pdf

Please upload your certificate of insurance in Acord form.

### Completed Conflict of Interest Questionnaire.

2022.06.01 Form CIQ McAllen ISD 2022-1054 Addendum 1.pdf

Please upload your completed CIQ.

Note: If no conflict, please indicate "N/A" on the form.

### HUB Certificate

PPRD 2021 SCTRCA ESBE SBE Certification.pdf

Upload your HUB Certificate, if applicable.

### Completed Form 1295 Form or Exemption Statement

2022.06.01 Form 1295 McAllen ISD 2022-1054 Addendum 1.pdf

Please upload your completed 1295 Form.

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.

## Response Attachments

### McAllen ISD 2022-1054 Addendum 1 Escandon ES.pdf

Proposal attachment. Please note: (2) benches included in our proposal are not shown in the lonwave online bid Line Items section. We've included the discounted price of these benches (\$900.00) in the Line Item 50 installation amount.

# Bid Attributes

<b>1</b>	<b>General Terms and Conditions</b> 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.  <input checked="" type="checkbox"/> I have read, understand and accept. (I have read, understand and accept.)
<b>2</b>	<b>Specifications and Scope of Work</b> 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.  <input checked="" type="checkbox"/> I hereby acknowledge. (I hereby acknowledge.)
<b>3</b>	<b>Deviations and Exceptions</b> If your company intends to deviate from the Specifications listed in the solicitation attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The District reserves the right to accept or reject any proposals based upon any deviations indicated below. <b>If none, enter N/A (Not Applicable).</b>  <input type="text" value="N/A"/>
<b>4</b>	<b>Form 1295 - Certificate of Interested Parties</b> The 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 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online. Access form at: <ul style="list-style-type: none"><li>• <a href="http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm">http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</a></li><li>• Complete the form</li><li>• Enter solicitation number and name</li><li>• Print and sign form</li><li>• Attach form on "Response Attachments" tab</li></ul> If exempt, attach documentation. <input checked="" type="checkbox"/> I have read and understand. (I have read and understand.)
<b>5</b>	<b>Delinquent Taxpayers</b> 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 any proposer indebted to the District.  **This is your electronic signature.  <input type="text" value="I am NOT a delinquent taxpayer to McAllen ISD"/>
<b>6</b>	<b>Provide the business name as it is registered with the Texas Comptroller, or similar. *Note: the name must match IRS registration and W-9 form.</b>  <input type="text" value="N/A"/>

**7 Does your company have a business name on Line 2 of the W-9? If yes, attach an Assumed Name Certificate/Fictitious Name issued by the State/County (on the "Response Attachments" tab).**

- Yes (upload Assumed Name Certificate) (Yes (upload Assumed Name Certificate))
- No (No)

**8 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.

B. My company is not owned nor operated by a felon

**9 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).

N/A

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### 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.

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### 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. (I have read and agree.)

<b>1</b> <b>2</b>	<b>Declaration of Business Location - Texas Education Code 44.031(b)(8)</b> 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. <input type="checkbox"/> A. Principal place of business is in TX
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<b>1</b> <b>3</b>	<b>Declaration of Business Location - Texas Education Code 44.031(b)(8)</b> Specify principal place of business (City/State).  If not applicable, please enter N/A (not applicable).  ***This is your electronic signature. <input type="text" value="San Antonio, TX"/>
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<b>1</b> <b>4</b>	<b>Prohibition on Contracts with Companies Boycotting Certain Energy Companies (SB 13)</b> 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. <input checked="" type="checkbox"/> I have read and hereby certify. (I have read and hereby certify.)
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<b>1</b> <b>5</b>	<b>Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)</b> 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. <input checked="" type="checkbox"/> I have read and hereby certify. (I have read and hereby certify.)
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<b>1 6</b>	<b>Entities That Boycott Israel</b> 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. <input checked="" type="checkbox"/> I agree and hereby certify. (I agree and hereby certify.)
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<b>1 7</b>	<b>TEXAS GOVERNMENT CODE Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED.</b> 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. <input checked="" type="checkbox"/> I have read and hereby certify. (I have read and hereby certify.)
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<b>1 8</b>	<b>TEXAS GOVERNMENT CODE Sec. 2252.153. LISTED COMPANIES</b> 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. <input checked="" type="checkbox"/> I have read and hereby certify. (I have read and hereby certify.)
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<b>1 9</b>	<b>Non-Collusion Statement</b> 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. <input checked="" type="checkbox"/> I have read and hereby certify. (I have read and hereby certify.)
----------------	--

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**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. (I have read and hereby certify.)

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**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. (I have read and hereby certify.)

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**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. (I have read and hereby certify.)

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**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 you electronic signature.

I have read and hereby certify. (I have read and hereby certify.)

**24 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. (I have read and hereby certify.)

**25 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. (I have read and hereby certify.)

**26 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. (I have read and hereby certify.)

**27 (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. (I have read and hereby certify.)

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**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. (I have read and hereby certify.)

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**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. (I have read and hereby certify.)

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**2 C.F.R. § 200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE 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. (I have read and hereby certify.)

**3 1 2 C.F.R. § 200.322 CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND 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. (I have read and hereby certify.)

**3 2 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. (I have read and hereby certify.)

**3 3 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.

<b>3 4</b>	<p><b>2 C.F.R § 200.334 RECORDS RETENTION REQUIREMENTS</b></p> <p>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.</p> <p>**This is your electronic signature.</p> <p><input checked="" type="checkbox"/> I have read and hereby certify. (I have read and hereby certify.)</p>
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<b>3 5</b>	<p><b>Buy American Provision</b></p> <p>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.</p> <p>**This is your electronic signature.</p> <p><input checked="" type="checkbox"/> I have read and hereby certify. (I have read and hereby certify.)</p>
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<b>3 6</b>	<p><b>Federally Funded Purchases</b></p> <p>Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases.</p> <p>**This is your electronic signature.</p> <p><input checked="" type="checkbox"/> I have read and hereby certify. (I have read and hereby certify.)</p>
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<b>3 7</b>	<p><b>Addendum</b></p> <p>Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable.</p> <p>**This is your electronic signature.</p> <p><input checked="" type="checkbox"/> I have read and hereby acknowledge. (I have read and hereby acknowledge.)</p>
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**Bid Lines**

<b>1</b>	<p><b>Cooperative Contract</b></p> <hr/> <p><b>Item Attributes</b></p> <p><b>1. Cooperative Vendor</b></p> <p>I hereby certify that my Firm/Company is an approved vendor through a Cooperative Contract.</p> <p>A list of approved McAllen ISD coops can be located on our website at <a href="https://www.mcallenisd.org/page/cooperative-agreements">https://www.mcallenisd.org/page/cooperative-agreements</a>.</p> <p>***This is your electronic signature.</p> <p><input checked="" type="checkbox"/> I have read, understand and hereby certify. (I have read, understand and hereby certify.)</p> <p><b>2. Cooperative Contract Name</b></p> <p>Specify Cooperative Contract name.</p> <p>Texas Association of School Boards, Inc. (BuyBoard)</p>
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**3. Cooperative Contract Number**

Specify Cooperative Contract number.

592-19 Parks and Recreation Equipment and Field Lighting Products

**4. Delivery**

Specify number of days to complete delivery, installation, and training.

270

**2 Payment and Performance Bonds**Quantity:   1   UOM:  EA  Price:  Total: **3 Project Inspection, Plan Review**Quantity:   1   UOM:  EA  Price:  Total: **4 Parts List Structure Model #KC12282 Miracle****5 Item # 7145039 Deck**Quantity:   8   UOM:  EA  Price:  Total: **6 Item # 714551 5" OD X 106" Post 551 (≤ 2'6" Deck)**Quantity:   3   UOM:  EA  Price:  Total: **7 Item # 714555 5" OD X 76" Fencing & Panels 555**Quantity:   2   UOM:  EA  Price:  Total: **8 Item # 714572 5" OD X 144" Roof 572 (≤ 3' Deck)**Quantity:  12   UOM:  EA  Price:  Total: **9 Item # 714576 5" OD X 204" Roof 576 (8' Deck)**Quantity:   6   UOM:  EA  Price:  Total: **10 Item # 7146058 Tree-O Climber**Quantity:   1   UOM:  EA  Price:  Total: **11 Item # 7146702 Chameleon II Slide**Quantity:   2   UOM:  EA  Price:  Total: **12 Item # 7146704 Short Straight Section**Quantity:   3   UOM:  EA  Price:  Total: **13 Item # 7146705 Right Section**Quantity:   4   UOM:  EA  Price:  Total: **14 Item # 7146706 Left Section**Quantity:   3   UOM:  EA  Price:  Total:

1 5	Item #714670EZ Entry Section	Quantity: <u>  2  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
1 6	Item #714670LZ Sect Spt Leg 84 1/2"	Quantity: <u>  4  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
1 7	Item #714670PZ Chameleon II Slide	Quantity: <u>  2  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
1 8	Item #7146806C Wave Hex Roof	Quantity: <u>  3  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,297.00"/>	Total: <input type="text" value="\$9,891.00"/>
1 9	Item #71468610 Alta-Glide Flex Link (1" Deck)	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$15,284.25"/>	Total: <input type="text" value="\$15,284.25"/>
2 0	Item #714700 Side-By-Side Slide	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,485.75"/>	Total: <input type="text" value="\$1,485.75"/>
2 1	Item #71471516 Electronic Piano Panel	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,027.25"/>	Total: <input type="text" value="\$2,027.25"/>
2 2	Item #714756 Sight -N- Sound Panel	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,164.25"/>	Total: <input type="text" value="\$2,164.25"/>
2 3	Item #7147632 Tic-Tac-Toe	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,084.50"/>	Total: <input type="text" value="\$1,084.50"/>
2 4	Item #7147721 Bongo Perch	Quantity: <u>  5  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$186.75"/>	Total: <input type="text" value="\$933.75"/>
2 5	Item #7147743 Bongo Steps	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,125.75"/>	Total: <input type="text" value="\$1,125.75"/>
2 6	Item #7148135 Deck Encl	Quantity: <u>  2  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$434.25"/>	Total: <input type="text" value="\$868.50"/>
2 7	Item #7148161 Wire Mesh Enclosure	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$348.75"/>	Total: <input type="text" value="\$348.75"/>
2 8	Item #714817 Wall W/Bench	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$739.50"/>	Total: <input type="text" value="\$739.50"/>
2 9	Item #7148193D Boulder Ridge 3 Section Grnd to DK	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,727.50"/>	Total: <input type="text" value="\$3,727.50"/>
3 0	Item #71482315 Power Pedaler, Arms	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$830.25"/>	Total: <input type="text" value="\$830.25"/>

3 1	Item #7148435 Chinning Bar	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$145.50"/>	Total: <input type="text" value="\$145.50"/>
3 2	Item #7148465 Therapeutic Handrings	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$409.50"/>	Total: <input type="text" value="\$409.50"/>
3 3	Item #7148496 Observation DK W/Ext Wheel	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,146.75"/>	Total: <input type="text" value="\$1,146.75"/>
3 4	Item #71485139 Transfer Point	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$2,591.25"/>	Total: <input type="text" value="\$2,591.25"/>
3 5	Item #71487530 30 Deg Look-Out	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$859.50"/>	Total: <input type="text" value="\$859.50"/>
3 6	Item #714920595 PVC Ramp	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,527.25"/>	Total: <input type="text" value="\$3,527.25"/>
3 7	Item #71492059 PVC Ramp	Quantity: <u>  2  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,136.50"/>	Total: <input type="text" value="\$6,273.00"/>
3 8	Item #714961L2 Delight-O-Scope Binoculars	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$519.00"/>	Total: <input type="text" value="\$519.00"/>
3 9	Item #7149831 Marble Race	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,576.50"/>	Total: <input type="text" value="\$1,576.50"/>
4 0	Item #7149922 Lookout Tower	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$876.00"/>	Total: <input type="text" value="\$876.00"/>
4 1	Item #990027PZ Deck enc	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$0.00"/>	Total: <input type="text" value="\$0.00"/>
4 2	Item #4501 Concerto Tall Chimes	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,915.75"/>	Total: <input type="text" value="\$3,915.75"/>
4 3	Item #4502 Concerto Vibes	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$3,903.75"/>	Total: <input type="text" value="\$3,903.75"/>
4 4	Item #4505 Concerto Spin Cabasas Large	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$970.50"/>	Total: <input type="text" value="\$970.50"/>
4 5	Item #4507 Concerto 3-Congas	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$1,914.00"/>	Total: <input type="text" value="\$1,914.00"/>
4 6	Item #4533 MM Dynamics Lab	Quantity: <u>  1  </u> UOM: <u>EA</u>	Price: <input type="text" value="\$4,635.00"/>	Total: <input type="text" value="\$4,635.00"/>

47	Item #453704 MM Tranquility Corner Frame Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$1,037.50"/> Total: <input type="text" value="\$1,037.50"/>
48	Item #70471315B TCX Star/Circle Perf Panel (Below Deck) Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$1,161.75"/> Total: <input type="text" value="\$1,161.75"/>
49	Item #70471316B TCX HEX/Triangle Perf Panel (Below Deck) Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$1,161.75"/> Total: <input type="text" value="\$1,161.75"/>
50	Installation of Equipment Only Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$32,850.00"/> Total: <input type="text" value="\$32,850.00"/>
51	Synthetic Turf Surfacing System, 2" Pad with Sand Infill Approximately 2,505 sq. ft Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$39,178.20"/> Total: <input type="text" value="\$39,178.20"/>
52	Concrete Sidewalk perimeter, 5' wide approximately 1,110 square feet. Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$11,377.50"/> Total: <input type="text" value="\$11,377.50"/>
53	Shipping Quantity: <u>  1  </u> UOM: <u>EA</u> Price: <input type="text" value="\$4,770.00"/> Total: <input type="text" value="\$4,770.00"/>
54	<b>Project Timeline</b>  <b>Item Attributes</b>  <b>1. The District has a critical need for substantial completion within 270 days of commencement. Specify the calendar days that you can substantially complete the project.</b> Projected start date is June 23, 2022, to be completed by March 20, 2023. <input type="text" value="270"/>

**Response Total: \$199,976.20**

**From:** [Bob Ahrens](#)  
**To:** [CABRERA, ELIZABETH - DEPT OF PURCHASING SERVICES](#)  
**Cc:** [QUINTANILLA, CAROLINA - DEPT OF PURCHASING SERVICES](#); [GARZA, GRACIELA - DEPT OF PURCHASING SERVICES](#); [GONZALEZ, ALEJANDRA - DISTRICT OPERATIONS](#); [TREVINO, RUBEN - DEPT OF FMO](#)  
**Subject:** [EXTERNAL] Re: [EXTERNAL] Escandon Playground  
**Date:** Friday, June 17, 2022 10:20:22 AM

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Good morning,

Please regard this email acknowledging our understanding that the date to complete this contract is January 31, 2023, providing there are no manufacturer delays.

Thanks,

Bob

Robert K. Ahrens  
President  
Park Place Recreation Designs, Inc.  
Cell: 210-416-6482  
[www.miracleparkplace.com](http://www.miracleparkplace.com)  
[bob@miracleparkplace.com](mailto:bob@miracleparkplace.com)

On Jun 16, 2022, at 6:09 PM, CABRERA, ELIZABETH - DEPT OF PURCHASING SERVICES <[Elizabeth.Cabrera@mcallenisd.net](mailto:Elizabeth.Cabrera@mcallenisd.net)> wrote:

Good afternoon Mr. Ahrens,  
We are in receipt of the email below. Please confirm the date to complete this contract is January 31, 2023.

Note: Our office will be closed from June 24 through July 8, 2022 for Summer break. We will be open for business on Monday, July 11, 2022.

Thank you,

Elizabeth Cabrera  
Coordinator for Purchasing Services  
McAllen Independent School District  
[elizabeth.cabrera@mcallenisd.net](mailto:elizabeth.cabrera@mcallenisd.net)  
T: 956.657-4480 F: 956.657-4481  
<image001.png>

**MCALLEN ISD NEW VENDOR REGISTRATION!**

**McAllen ISD Purchasing Services is pleased to announce that we will be transitioning to a NEW bidding portal.**

**Current and new vendors interested in doing business with McAllen ISD must register in order to receive bid notifications. Interested vendors may register online by visiting:** <https://mcallenisd.ionwave.net/Login.aspx>

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**From:** TREVINO, RUBEN - DEPT OF FMO <[Ruben.Trevino@mcallenisd.net](mailto:Ruben.Trevino@mcallenisd.net)>  
**Sent:** Thursday, June 16, 2022 3:35 PM  
**To:** CABRERA, ELIZABETH - DEPT OF PURCHASING SERVICES  
<[Elizabeth.Cabrera@mcallenisd.net](mailto:Elizabeth.Cabrera@mcallenisd.net)>  
**Cc:** GONZALEZ, ALEJANDRA - DISTRICT OPERATIONS  
<[Alejandra.Gonzalez@mcallenisd.net](mailto:Alejandra.Gonzalez@mcallenisd.net)>; GARZA, GRACIELA - DEPT OF PURCHASING SERVICES <[ggarza@mcallenisd.net](mailto:ggarza@mcallenisd.net)>  
**Subject:** Fw: [EXTERNAL] Escandon Playground

As per your request.

---

**From:** Bob Ahrens <[bob@miracleparkplace.com](mailto:bob@miracleparkplace.com)>  
**Sent:** Thursday, June 16, 2022 3:29 PM  
**To:** TREVINO, RUBEN - DEPT OF FMO <[Ruben.Trevino@mcallenisd.net](mailto:Ruben.Trevino@mcallenisd.net)>  
**Subject:** [EXTERNAL] Escandon Playground

Good afternoon Mr. Trevino,

Per our discussion and reviewing this project, we feel that we will be able to complete it within the contract period discussed, providing there are no manufacturer related delays.

We appreciate working with you and your District.

Thanks,

Bob

Bob Ahrens  
Cell: 210-416-6482  
Sent from my iPhone

The McAllen Independent School District prohibits discrimination, including harassment, against any employee/student on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District Policy and is prohibited. McAllen ISD is an equal opportunity provider. The following person has been designated to handle inquiries regarding this subject:

John L. Wilde, [john.wilde@mcallenisd.net](mailto:john.wilde@mcallenisd.net)<mailto: >, Director for Student Support Services, Title IX Coordinator (Students and Employees), 2200 Tamarack Ave. Portable 69, McAllen, TX - 78501 (956) 618-6031

**EXHIBIT C**  
**Federal Provisions**

**Exhibit C**  
**Federal Provisions**

**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."

**Criminal History Record Information Review of Certain Contract Employees**

The Contractor 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 Contractor, 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 Contractor 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 Contractor 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.

**Confidential/Copyrighted Information**

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

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

Contractor certifies the Contractor's or the Contractor's ultimate parent company or majority owner:

**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 Contractor or successful proposer indebted to the District.

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

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

**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.

**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

**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.

**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.

Secretary of State.

**Sec. 2252.153. LISTED COMPANIES.**

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

**Sec. 2252.154. EXCEPTION.**

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

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

**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.

**Federally Funded Purchases**

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

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

Contracts for more than the simplified acquisition threshold currently set at \$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.

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.

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

**Davis-Bacon Act,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The 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.

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

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

must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$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).

(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.

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.

**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.

**2 C.F.R. § 200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE 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.

## **2 C.F.R. § 200.322 CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND 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.

**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.

## **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.

**Buy American Act.** 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.

**EXHIBIT D**  
**Contractor's Insurance**





## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Trimble-Batjer Insurance Associates LLP</b>		NAMED INSURED <b>Park Place Recreation Designs, Inc.</b> P.O. Box 18186 San Antonio, TX 78218	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Special Provisions**

General Liability and Auto policies include blanket additional insured endorsement, with general liability including products/completed operations, and primary and non-contributory coverage, and General Liability, Auto and Workers' Compensation include a blanket waiver of subrogation endorsement all in favor of any person or organization as required by signed, written contract.

WE HAVE ISSUED AN INDUSTRY STANDARD ACORD CERTIFICATE OF INSURANCE FOR OUR CUSTOMER. A LAW PASSED BY THE TEXAS LEGISLATURE EFFECTIVE JANUARY 1, 2012 (SENATE BILL 425) PROHIBITS US FROM ADDING SPECIAL WORDING TO THE CERTIFICATE THAT WOULD (1)ALTER, AMEND OR EXTEND COVERAGE OR TERMS AND CONDITIONS PROVIDED BY THE INSURANCE POLICY; AND (2)PROVIDE FALSE OR MISLEADING INFORMATION CONCERNING THE INSURANCE POLICY; OR (3) REFER TO A LEGAL OR INSURANCE REQUIREMENT CONTAINED IN A CONTRACT.

**EXHIBIT E**

**Payment and Performance Bonds**

# SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042  
(713) 812-0800

## TEXAS STATUTORY PAYMENT BOND

(Public Works)

Bond No.: 4427140

KNOW ALL MEN BY THESE PRESENTS:

THAT, Park Place Recreation Designs, Inc. (hereinafter called the Principal), as principal, and SureTec Insurance Company, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto McAllen Independent School District (hereinafter called the Oblige), in the amount of One Hundred Ninety Nine Thousand Nine Hundred Seventy-Six Dollars and 20/100-- Dollars ( \$199,976.20 ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Oblige, dated the 3rd day of June, 2022 for Contract 2022-194 Park Place Recreation Design, Inc. through RFCQ 2022-1054, Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th day of June, 2022.

Principal: Park Place Recreation Designs, Inc.

By: 

Surety: **SureTec Insurance Company**

By:   
Tammy A. Friddle, Attorney-in-Fact

*The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information*

# SureTec Insurance Company

2103 CityWest Boulevard, Suite 1300  
Houston, TX 77042  
(713) 812-0800

## TEXAS STATUTORY PERFORMANCE BOND

Bond No.: 4427140

KNOW ALL MEN BY THESE PRESENTS:

THAT, Park Place Recreation Designs, Inc. (hereinafter called the Principal, and **SureTec Insurance Company**, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto McAllen Independent School District (hereinafter called the Obligee), in the amount of One Hundred Ninety Nine Thousand Nine Hundred Seventy-Six Dollars and 20/100-- Dollars ( \$199,976.20 ) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 3rd day of June, 2022 for Contract 2022-194 Park Place Recreation Design, Inc. through RFCQ 2022-1054, Jose De Escandon Elementary Inclusive Playscape with Synthetic Turf Surfacing, which contract is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work required by the Contract then this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provision, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th day of June, 2022.

Principal: Park Place Recreation Designs, Inc.

By: 

Surety: **SureTec Insurance Company**

By:   
Tammy A. Friddle, Attorney-in-Fact

*The Rider Attached Hereto Is Incorporated in this Bond and Contains Important Coverage Information*

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Paul G. Adam, Peter S. Batjer, Joseph P. O'Connor, Lisa W. Friend, Susan D.B. Muniz, Alan N. Sisk,  
Marc James, Shannon Dunaway, Tammy A. Friddle

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Ten Million and 00/100 Dollars (\$10,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 18th day of May, 2022.

SureTec Insurance Company

By:   
Michael C. Keimig, President



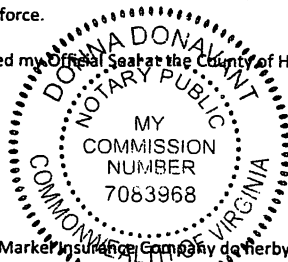
Markel Insurance Company

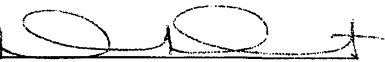
By:   
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 18th day of May, 2022 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

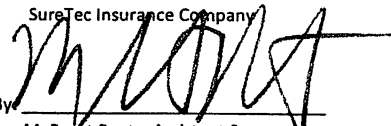


By:   
Donna Donavant, Notary Public  
My commission expires 1/31/2023

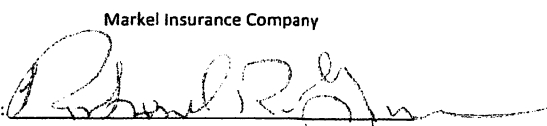
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 6th day of June, 2022.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Richard R. Grinnan, Vice President and Secretary

# SureTec Insurance Company

## IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company  
9737 Great Hills Trail, Suite 320  
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104  
Austin, TX 78714-9104  
Fax#: 512-490-1007  
Web: <http://www.tdi.texas.gov>  
Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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**BOARD AGENDA REPORT  
MCALLEN INDEPENDENT SCHOOL DISTRICT**

**MEETING DATE:** January 23, 2023

**SUBJECT:** Discussion and Possible Action to Approve 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 January 9, 2023 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:** *Tony Forino*  
Tony Forino (Jan 19, 2023 13:57 CST)

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

*J. Adams*  
130  
**Superintendent of Schools** Jan 19, 2023