



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, April 8, 2024, 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. **MOMENT OF SILENCE**

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT(S)**

5. **SUPERINTENDENT'S REPORT(S)**

Presenter: Dr. René Gutiérrez, Superintendent

A) Pre-Kinder Promotion video

B) High School Programs Promotion video

C) Head Start Program Promotion video

D) Tiny Forest at Houston Elementary video

6. **RECOGNITION(S)**

7. **PROCLAMATION(S)**

A) Discussion and Possible Action to Adopt the Proclamation Regarding Autism Awareness Month (April 2024) 6

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

Presenter: Dr. René Gutiérrez, Superintendent

8. **DONATION(S)**

9. **CONSENT AGENDA ITEMS**

- A) Discussion and Possible Action on Request for Proposal No. 2024-1022 Career and Technology Education Instructional Supplies, Materials, Equipment and Related Services (Round 5) 8
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
- B) Discussion and Possible Action on First Amendment to Interlocal Agreement No. 2024-004 University of Texas at Austin OnRamps Program 10
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
- C) Discussion and Possible Action on Interlocal Agreement No. 2024-349 Texas Educator Excellence Management System (TEEMS) Subscription and License with Region 18 Education Service Center 14
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services
Presenter: Dr. René Gutiérrez, Superintendent
- D) Discussion and Possible Action on Final Payment to Hellas Construction, Inc. on Contract No. 2023-156 McAllen High School Football Field Sports Lighting 33
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
- E) Discussion and Possible Action on Final Payment to Noble Texas Builders, LLC on Contract No. 2023-160 Kitchen Renovations for Theodore Roosevelt Elementary, Sam Rayburn Elementary, Reynaldo G. Garza Elementary, and Woodrow Wilson Elementary 37
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
- F) Discussion and Possible Action on Request for Proposal No. 2024-1037 Fresh Produce for Child Nutrition Program 48
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
- G) Discussion and Possible Action on Memorandum of Understanding No. 2025-001 Juvenile Justice Alternative Education Program with the Hidalgo County Juvenile Board 52
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations
Presenter: Dr. René Gutiérrez, Superintendent
- H) Discussion and Possible Action on Final Payment to Carlyon & Norman Ent. Inc. dba South Texas Pools on Contract No. 2023-204 James Nikki Rowe High School Natatorium Improvements 71
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

10. INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS

A) Instructional Services Item(s) (Dr. Rosalba De Hoyos)

1. Report Regarding Intention to Apply for the 2024-2025 Texas Education for Homeless Children and Youth Grant (TEHCY) through the Texas Education Department
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services 75

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action on Student and Staff Travel to Salamanca, Spain for the Study Abroad Program
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services 77

Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action on the Publishers for Textbook Adoption under Proclamation 2024
Item Submitted: Dr. Rosalba De Hoyos, Associate Superintendent for Instructional Services 79

Presenter: Dr. René Gutiérrez, Superintendent

B) Instructional Leadership Item(s) (Jeanette Nino)

C) Human Resources Item(s) (Lorena Garcia)

D) Business and Operations Item(s) (Lorena Garcia)

1. Approval of the McAllen Independent School District March Budget Amendment for Fiscal Year Beginning July 1, 2023 and Ending June 30, 2024
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations 108

Presenter: Dr. René Gutiérrez, Superintendent

2. Discussion and Possible Action on Interlocal Agreement No. 2024-331 Archaeological Fieldwork with University of Texas Rio Grande Valley
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations 118

Presenter: Dr. René Gutiérrez, Superintendent

3. Discussion and Possible Action on Request for Qualifications No. 2024-1027 District Annual Audit Services
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations 127

Presenter: Dr. René Gutiérrez, Superintendent

4. Discussion and Possible Action on Request for Proposal No. 2024-1029 Telephone Carrier Services
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations 132

Presenter: Dr. René Gutiérrez, Superintendent

5. Discussion and Possible Action on Request for Proposal No. 2024-1028 Integrated Pest Management and Pest Control Services 134
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

E) Board of Trustees Item(s)

1. Approval of Board of Education Meeting Minutes 301
- a) Regular Board Meeting March 18, 2024 5:00 PM
 - b) Special Board Meeting March 25, 2024 5:30 PM
 - c) Special Board Meeting March 26, 2024 5:00 PM
 - d) School Safety and Security Committee Meeting March 28, 2024 12:00 PM
2. Discussion and Possible Action for the UTRGV McAllen ISD Collegiate Academy Building Plaque to include the names of the current Board Members and Superintendent 302

11. 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 2023-2024
- B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024
- C) Discussion of Intruder Detection Audit Report Findings
- D) Pending and/or Potential Litigation
- E) Possible Real Estate Acquisition

12. RECONVENE IN OPEN SESSION

13. ACTION ON ITEM(S) IN CLOSED SESSION

- A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2023-2024 304
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2023-2024 305
Item Submitted: Lorena Garcia, Deputy Superintendent Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

- C) Discussion of Intruder Detection Audit Report Findings
- D) Pending and/or Potential Litigation
- E) Possible Real Estate Acquisition

14. SCHEDULE OF FUTURE MEETINGS

- A) Special Board Meeting (Budget Workshop #4) - April 15, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- B) Special Board Meeting (Team Building) - Tuesday, April 16, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- C) Regular Board Meeting - April 22, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- D) Special Board Meeting (Budget Workshop #5) - May 6, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- E) Regular Board Meeting - May 13, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- F) Special Board Meeting (Board Reorganization) - May 20, 2024 - 5:00 PM Auditorium at McAllen High School
- G) Special Board Meeting (Student Recognitions) - May 20, 2024 - 5:30 PM Auditorium at McAllen High School
- H) Regular Board Meeting - Tuesday, May 28, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building
- I) Special Board Meeting - (Budget Workshop # 6) Wednesday, May 29, 2024 - 5:00 PM Dr. Ricardo Chapa Board Room/Administration Building

15. ADJOURNMENT

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

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 April 5, 2024 by 3:00 P.M.
Natalia Goza
on behalf of the Board of Trustees*

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: 
Maribelle Elizondo (Apr 2, 2024 13:21 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 2, 2024 13:37 CDT)



Proclamation

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

Whereas, December 18, 2007 the United Nations General Assembly adopted resolution 62/139 World Autism Awareness Day by unanimous consent, encouraging United Nation Members States to take measures to raise awareness about autism throughout society; and

Whereas, the resolution designates World Autism Awareness Day as a United Nations Day to be observed every year starting in 2008 to raise global awareness of autism; and

Whereas, the aims for World Autism Awareness Day is to inform the general public about the global health crisis of autism, stress the importance of early diagnosis and early intervention, and to celebrate the unique talents and qualities of individuals with autism;

Now Therefore, I, Sofia M. Peña, Secretary, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the month of April 2024 be observed as:

“Autism Awareness Month”

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 8th day of April 2024.

Sofía M. Peña, Secretary, Board of Trustees
McAllen Independent School District

Attest:

Debbie Crane Aliseda, President, Board of Trustees
McAllen Independent School District

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: *Lilia Sandoval Silva*

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 2, 2024 13:55 CDT)

RECOMMENDED VENDORS
Request for Proposal No. 2024-1022
Career and Technology Education Instructional Supplies, Materials,
Equipment and Related Services (Round 5)

No.	Vendor Name	City	State	Recommendation
1	Audio Visual Aids	San Antonio	TX	Recommended
2	Bone Clones, Inc.	Chatsworth	CA	Recommended
3	Diversitech Systems & Sales Group, Inc.	McAllen	TX	
4	eDynamic Holdings, LP dba eDynamic LP	Southlake	TX	Recommended
5	O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts	Springfield	MO	Recommended
6	OTC Brands, Inc. (Oriental Trading Company, Inc) OTC Direct, Inc. (subsidiary)	Omaha	NE	Recommended
7	Precision Business Machines	San Antonio	TX	Recommended

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

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

SUPERVISOR: *Rosalba De Hoyos*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 1, 2024 16:40 CDT)

FIRST AMENDMENT TO AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This First Amendment to Agreement between University and Contractor (“Amendment”) is dated effective as of the later of **February 28, 2024** or date fully executed by both parties (“Effective Date”), and is entered into by and between The University of Texas at Austin (“University”), an agency and institution of higher education organized under the laws of the State of Texas, and McAllen Independent School District, an independent school district. (“Contractor”).

University and Contractor entered into that certain Agreement between University and Contractor dated effective June 1, 2023 (the “Agreement”).

University and Contractor now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section 3 Fees and Payments of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

Enrollment Fees:

The cost of the OnRamps course materials, technical support and course implementation support outlined in this Agreement for MISD will be defined on a per-student, per-course basis.

MISD is paying a subsidized rate. Subject to available funding, during the 2023-2024 school year, the fee of \$165 per student and per course is subsidized to \$149 (or \$99 for students identified by TEA as eligible for free or reduced-price meals or other economic disadvantage). Enrollment cost subsidies are paid for by OnRamps and applicable state appropriations. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.

The OnRamps enrollment fee is assessed for each student registered in each OnRamps course on the enrollment census date which will be determined and communicated on or before June 1, 2023. The program fee includes access to course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student is not eligible to earn college credit in the course.

REVISED Enrollment Rate for 2023-2024

	Per Student, Per Course Standard Enrollment Fee*	Per Student, Per Course Reduced Enrollment Fee*^	FAST Eligible Student, Per Course Fee*+	FAST Eligible Student, Per Course Fee*+ (credit not accepted)
Unsubsidized Rate	\$165.00	\$165.00	\$165.00	\$165.00
TEA Subsidy◇	- \$8.00	- \$8.00	\$0.00	- \$65.00
OnRamps Subsidy◇	- \$8.00	- \$58.00	\$0.00	- \$100.00
Cost to District	\$149.00	\$99.00	\$0.00	\$0.00

* Per three-hour credit course; labs are included with co-requisite.

^ Reduced Enrollment Fee is applicable to students identified by TEA as eligible for free or reduced-price meals or other economic disadvantaged criteria based on PEIMS data (codes 01, 02, or 99) submitted by the district in the current academic year. For private and parochial schools, the reduced enrollment fee is applicable to students who meet the National School Lunch Program/School Breakfast Program income eligibility guidelines for 2023-2024.

+ FAST Eligible Student Fee is applicable to students who were identified as “educationally disadvantaged” in one of the prior four years as defined by TEC 5.001 (4), eligible to participate in the national free or reduced-price lunch program.

◇ 2023-2024 TEA & OnRamps subsidy based on the 2022-2023 subsidies.

Professional Learning and Development (PLD) Fee:

The cost of OnRamps professional learning and development will be assessed on a per-teacher basis according to the fee schedule in Exhibit C. This fee includes professional learning and development services, course materials, technology tools, and technical assistance required for implementation during the entire term of this agreement, including Summer Professional Learning Institute (PLI), academic year PLIs, virtual conferences, virtual learning modules, virtual communities of practice, professional development assignments, and access to individual virtual coaching. If MISD or the MISD high school teacher joins after the conclusion of Summer PLI, the total fee is still required based upon the status of the teacher at student census.

The Professional Learning Development fee does not include lodging, transportation, or teacher substitute cost. If a PLI is held in person, a lodging fee may be charged in addition to the PLD fee.

MISD is responsible for paying within 30 days of receipt of any undisputed invoice.

All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

The University of Texas at Austin
OnRamps
2616 Wichita St, Ste 101
Mail Code: A7300
Austin, TX 78712

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between University and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

5. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, University and Contractor have executed and delivered this Amendment effective as of the Effective Date.

McAllen Independent School District

The University of Texas at Austin

By: _____

By: _____

Name: Debbie Crane Aliseda

Name: Linda Shaunessy


Title: Board of Trustees President

Title: Business Contracts Administrator

Date: 4/8/2024

Date: _____

Approved as to form:


By:  _____
JOHNATHAN BALL (Apr 1, 2024 14:45 CDT)
Johnathan Ball, Staff Attorney

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 4, 2024 14:03 CDT)

**INTERLOCAL AGREEMENT
BETWEEN
MCALLEN INDPENDENT SCHOOL DISTRICT and
REGION 18 EDUCATION SERVICE CENTER**

This Interlocal Agreement (“Contract”) is entered into by and between the Contracting Parties shown below pursuant to authority granted in, and in compliance with, the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Contracting Parties

McAllen ISD:

McAllen ISD (hereinafter “District”)
Debbie Crane Aliseda
Board of Trustees President
2000 N. 23rd Street
McAllen, TX 78501
(956) 618-6000

Region 18 ESC:

Region 18 Education Service Center (hereinafter “Region 18 ESC” or “Provider”)
Joann Taylor
Chief Texas Center for Educator Excellence (TxCEE) Officer
Region 18 Education Service Center
1705 S Capital of Texas Hwy, Suite 400
Austin, TX 78746
(512) 538-0644

II. Term of the Contract

This Contract is effective as of the later of **April 9, 2024**, or date fully executed by both parties (“Effective Date”) and shall terminate on **August 31, 2024**, (“Initial Term”); provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract.

III. Statement of Services to be Performed (the “Services”)

Region 18 ESC agrees to provide **McAllen ISD** following services related to the Texas Educator Excellence Management System (TEEMS; see Exhibit B Subscription and License Agreement). Services include:

A. TEEMS System Set up – Includes the following:

1. A collaboration session that introduces TEEMS and engages district administrators in discussion of how TEEMS will be used in the district;
2. Data integration and readiness assessment – conducted with key district personnel;
3. Data import – set up and testing;
4. Permissions and role configurations;
5. Technical assistance and support (Help Desk).

Set Up Fee: \$4,000 – TxCEE will invoice within 30 days

B. New District Data: Districts will use the TEEMS import template provided by Region 18 ESC to set up relevant data in the system. Alternatively, districts may provide data to Region 18 ESC in a different format and will be subject to a \$1,500 data cleaning fee.

C. Annual License Fee (based on snapshot enrollment available at the time of the contract effective date) – TEEMS Reporting Package includes:

1. District administrator(s) access to the Performance Evaluation module as needed and ability to import data for TIA Designations. No teacher accounts.
2. System Setup, Configuration & Initial Training and Support for the PE module
3. TEEMS Technical Assistance and Support

License Fee: \$10,000 – TxCEE will invoice within 30 days

D. Additional Consultancy & Customization Options

Service	Options	Pricing
Training	<ul style="list-style-type: none"> • <i>ToT for teachers</i> • <i>ToT for campus leaders</i> • <i>Facilitation/direct training for teachers</i> • <i>Facilitation/direct training for campus leaders</i> • <i>Customized training for any staff (up to 50 participants)</i> 	\$1,500/ day (virtual training) \$3,000/ day (in-person)
Performance Evaluation/ Performance Pay Processes	<ul style="list-style-type: none"> • <i>Development of educator models for designations or effectiveness ratings</i> • <i>Consultation on implementation of educator models including policies, procedures, formulas, etc.</i> • <i>Set-up and configuration of additional educator models including imports</i> 	\$1,500/ day per consultant (virtual) \$3,000/ day per consultant (in-person)
Data Review/ Monitoring	<ul style="list-style-type: none"> • <i>Data review and verification process for finalizing designations or ratings</i> • <i>Monitoring and support of online signature process</i> 	\$1,500/ day per consultant (virtual) \$3,000/ day per consultant (in-person)
Reporting	<ul style="list-style-type: none"> • <i>TIA Validation Add-ons: Running designation reports</i> • <i>Tableau Reports: Additional licenses</i> • <i>Customized Tableau reports (skew, correlation, etc.)</i> 	Designation Report: \$750 Tableau Licenses: \$250/ license per year Customized Reports: \$1,500
TEEMS Platform Customizations	<p><i>Custom software development necessary to meet specific district needs, including but not limited to development or modification of the following:</i></p> <ul style="list-style-type: none"> • <i>Educator Evaluation Rubrics</i> • <i>Educator Effectiveness Index</i> • <i>Performance Pay Models</i> • <i>Professional learning dashboard/roadmaps</i> • <i>Customized reporting</i> • <i>Customized user interface</i> 	\$225 per hour

Additional Consultant Days: n/a

The District agrees to timely pay the Service Fee, to abide by all of the provisions provided herein, and to enter into and abide by Region 18 ESC's Subscription and License Agreement. The District further agrees that it will require its Users to abide by the Subscription and License Agreement, as applicable to Users.

IV. Contract Amount

For and in consideration of the services to be provided by Provider under this Contract, McAllen ISD will pay Provider, **upon submission of an original invoice(s), a total amount not to exceed \$14,000** ("Services Fee").

V. Payment of Services

A. Payment of the Services Fee shall occur as follows:

McAllen ISD shall provide ESC 18 with a purchase order for the total contract amount within 30 days of the contract execution.

ESC 18 will invoice **McAllen ISD** for services and payment will be submitted within 30 days upon receipt of invoice.

PO/Invoicing Contacts

TxCEE Business Office: Patsy Lockett, patsy.lockett@txcee.org, 512-538-0646

McAllen ISD Accounting Department: accounting@mcallenisd.net (956) 632-8403

B. The Parties agree that the payments made under this Contract will (1) fairly compensate Region 18 ESC for the services performed under this Contract, and (2) be made from current revenues available to **McAllen ISD**.

VI. Warranties

A. **McAllen ISD** warrants that: (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

B. Region 18 ESC warrants that (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

C. The parties warrant to one another that they will cooperate in good faith to accomplish the Services as set forth in Part II of this Contract.

VII. Termination

- A. In the event of a material failure by a party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure, provided that the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured or if the defaulting party has commenced a good faith plan to cure the material failure prior to the end of the 30-day period.
- B. Region 18 ESC may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to **McAllen ISD**. Should Region 18 ESC terminate the Contract for convenience as provided herein, **McAllen ISD** shall only be liable for payment of Services provided up to the effective date of termination.
- C. **McAllen ISD** and Region 18 may terminate this Contract by mutual written agreement of the parties.
- D. In the event that **McAllen ISD** chooses not to renew the Contract beyond the Initial or Renewal Term, Region 18 ESC will run a TIA Data Report based on District data entered into TEEMS by the August 31 of that fiscal year, or the Contract termination date if prior to the Initial or Renewal Term. Any District data received after this date can be included in the TIA Data Report for a virtual consulting fee at the rate of \$1,500 per day.

In the event this Contract is terminated because of a violation or breach of the contract terms by a party, the non-breaching party shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

VIII. Confidential & Proprietary Information

- A. The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract.
- B. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

IX. Data and Proprietary Rights

- A. Region 18 shall continue to own all of its "Content," and **McAllen ISD** shall not, directly or

indirectly, make such Content available to any other person or entity without the prior express written authorization of Region 18.

- B. Region 18 “Content” means any data, information, software, codes, graphics or other media files or other content, including, but not limited to, source and/or course materials and manuals, assessments, assessment questions, performance rubrics, data management software, codes, SLO Scoring metrics and/or calculations, PBCS Scoring Metrics and/or calculations, educator effectiveness calculations and metrics, and data management software.
- C. Should the Services provided under this Contract require Region 18 to incorporate **McAllen ISD’s** data into its proprietary data management system(s), the parties agree that the data belonging to **McAllen ISD** shall continue to belong to McAllen ISD; however, **McAllen ISD** shall have no claim of ownership in any manner whatsoever to Region 18’s Content, or any other intellectual property that serves as the basis of the Region 18 data management system(s).
- D. This section shall survive the termination of this agreement.

X. **Originals**

This Contract is executed in multiple counterparts, each of which shall have the full force and effect of the original Contract, and each of which shall constitute but one of the same instruments.

XI. **Reports**

To the extent applicable, **McAllen ISD** and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. Except as required by the Texas public Information Act, no written reports of any kind shall be released to any third parties without prior written approval of **McAllen ISD**.

XII. **Criminal History Background Check**

- A. Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Provider on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. Provider must provide a list of the names and dates of birth of all employees who have passed the background check to District.
- B. Provider shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety (“DPS”) information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person’s national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.
- C. Providers that have more than one employee must set up an account with the Texas Department of Public Safety (“DPS”) in order to obtain criminal histories on their covered employees. To set up an account with DPS, a Provider should contact the crime records service bureau at (512) 424-2474.
- D. Providers with a single employee must obtain a FAST PASS from the District in order to

obtain their criminal history. Providers should contact the District’s Human Resources Department to obtain the FAST PASS at (713) 556-7343.

- E. Providers must present a list of all employees who may have direct contact with students to **McAllen ISD**.
- F. Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.
- G. Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.
- H. The District may terminate this Contract if the district determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for undisputed services performed before the termination of the contract.
- I. **WARNING:** Section 44.034 of the Texas Education Code requires that 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.

XIII. Entire Understanding

This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought.

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

Region 18 Education Service Center

McAllen Independent School District

By:

By:

Joann Taylor Date

Debbie Crane Aliseda Date

Chief TxCEE Officer

Board of Trustees President

Approved as to form:

by 
JOHNATHAN BALL (Apr 4, 2024 09:03 CDT)

20 Johnathan Ball, Staff Attorney

SUBSCRIPTION AND LICENSE AGREEMENT

This Subscription and License Agreement (this "Agreement") is a legally binding contract between Region 18 Education Service Center/Texas Center for Educator Excellence (TxCEE) ("Vendor") and the entity executing this Agreement ("Subscriber"). This Agreement is effective as of the date set forth in Section 14 (the "Effective Date"). Subscriber's use of and Vendor's provision of Vendor's Services (as defined below in Section 1.8) are governed by this Agreement.

1. DEFINITIONS. The following capitalized terms shall have the following meanings in this Agreement.

- 1.1. "AUP" means Vendor's acceptable use policy currently posted at <https://teems.txcee.org>, as updated from time to time.
- 1.2. "Subscriber's Clients" means any of Subscriber's agents or employees or third parties to which Subscriber gives access to the Services.
- 1.3. "Client ToS" means such terms of service as Vendor may require for Subscriber's Clients, as updated from time to time.
- 1.4. "Subscriber Data" means data in electronic form (including without limitation, text, images, photos, audio files, video files, or other forms of data or communication) that is input, submitted, posted, uploaded, transmitted, collected, displayed, reported or used in the Services by or from Subscriber, including without limitation by Subscriber's Clients or by other Users.
- 1.5. "Documentation" means Vendor's standard manual and training materials for Subscribers relating to use of the Services.
- 1.6. "Order" means a purchase order for access to the Services.
- 1.7. "Privacy Policy" means Vendor's privacy policy, currently posted at <https://teems.txcee.org>, as updated from time to time
- 1.8. "Services" means Vendor's services, including Vendor's online educator human capital management platform currently available at the website (<https://teems.txcee.org>), and any other platforms, APIs, interfaces, related web sites, networks, downloadable software, and other services provided by Vendor.
- 1.9. "Term" is defined in Section 12.1 below.
- 1.10. "User" means any company or individual who uses the Services, whether authorized or not, including without limitation Subscriber's Clients.

2. THE SERVICES.

- 2.1. Use of the Services. During the Term (as defined in Section 12 below), Subscriber and Subscriber's Clients may access and use the Services pursuant to the terms of a then-current Order, including such features and functions as the then-current Order requires.
- 2.2. Service Levels. Vendor shall employ commercially reasonable efforts to provide the Services. Vendor

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shall not be required to issue refunds or to make payments to Subscriber for unavailability of the Services under any circumstances, including without limitation after termination of this Agreement.

- 2.3. Documentation: Subscriber may reproduce and use the Documentation solely as necessary to support Subscriber's Clients' use of the Services.
- 2.4. Subscriber's Clients. Subject to the provisions below of this Section 2.4, Subscriber may authorize Subscriber's Clients to access and use the Services in such numbers and according to such restrictions as are set forth in the applicable Order, solely for the purpose of facilitating human capital management of educators using the Services. Subscriber shall: (a) provide complete name and contact information for each proposed Subscriber's Client upon or before providing such access, and update such information as soon as it become aware of a change; and (b) require that each Subscriber's Client execute the then-standard Client ToS. Subscriber shall make no representations or warranties regarding the Services or any other matter, to Subscriber's Clients or Users or any other third party, from or on behalf of Vendor, and Subscriber shall not create or purport to create any obligations or liabilities for Vendor. Vendor may reject any proposed Subscriber's Client for any reason that does not violate applicable law, in its sole discretion. To the extent permitted by law, Subscriber shall be jointly and severally liable to Vendor for Subscriber's Client's compliance with the Client ToS. Vendor shall have no obligation to provide support or other services or other remedies to Subscriber's Clients.
- 2.5. Services Revisions. Vendor may revise the components, features, functions, and/or URL of the Services at any time.

3. DOWNLOADABLE APPLICATION.

- 3.1. License. Vendor may, at its option, additionally make the Services accessible to Subscriber's Clients via a downloadable application (the "App"). The App is a component of the Services and is included in references thereto, except in this Section 3 and in any other provision that separately addresses the App. If Vendor makes the Services accessible to Subscriber's Clients via the App, Vendor hereby grants each Subscriber's Client a nonexclusive license to download and use a single copy of the App, solely as a component of the Services, provided Subscriber's Client complies with the restrictions set forth below in Section 3.2 (*Restrictions on Software Rights*). The license in the preceding sentence does not include any download, distribution, copying, or use of the App by any third party, and Subscriber and Subscriber's Clients shall not permit or facilitate any such download, distribution, copying, or use by any third party.
- 3.2. Restrictions on Software Rights. Copies of the App created or transferred pursuant to this Agreement are licensed, not sold, and Subscriber and Users receive no title to or ownership of any copy or of the App itself. Furthermore, Subscriber and Users receive no rights to the App other than those specifically granted in Section 3.1 above. Without limiting the generality of the foregoing, Subscriber and Subscriber's Clients shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the App; (b) use the App in any way forbidden by the AUP; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the App's source code.

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4. SUBSCRIPTION FEES. Subscriber shall pay Vendor the fee (the “Subscription Fee”), if any, set forth in the Interlocal Agreement upfront and in full. Vendor will not be required to refund any portion of a Subscription Fee under any circumstances. Vendor’s invoices are due within 30 days of issuance.

5. SUBSCRIBER DATA & PRIVACY.

- 5.1. Permission from Subscriber. Subscriber, on its own behalf and on behalf of each Subscriber Client, grants Vendor permission to access, process, and otherwise use Subscriber Data in order to provide Vendor’s products and/or services to Subscriber, to track and analyze Subscriber use of the Services, and make Subscriber Data available to other users of the Services and other third parties. To the extent that Subscriber has intellectual property rights in Subscriber Data, Subscriber grants Vendor a worldwide, perpetual, non-exclusive, royalty-free, sublicensable, transferable license to use and prepare derivative works from Subscriber Data for the purposes outlined in this Agreement.
- 5.2. Rights in Subscriber Data. Subscriber represents and warrants that Subscriber and/or Subscriber’s Clients own all Subscriber Data or have received a valid license to Subscriber Data and that submitting or transmitting Subscriber Data to or through the Services will not violate the rights of any third party, including intellectual property rights, privacy rights, publicity rights, rights protected by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), or rights protected by an applicable federal or state law, including without limitation the Texas Education Code (“TEC”) and the Texas Government Code. Vendor is under no obligation to review or screen Subscriber Data or other Users’ data. If Subscriber believes that any User has violated Subscriber’s or another party’s intellectual property rights, privacy rights, publicity rights, or rights of non-disclosure, Subscriber may contact Vendor for resolution via the contact information provided in Vendor’s Privacy Policy.
- 5.3. Privacy Policy. Vendor may manage any of Subscriber Data containing personally identifiable information as set forth in Vendor’s Privacy Policy. The Privacy Policy applies only to the Services and does not apply to any third party website or service linked to the Services or recommended or referred to through the Services by Vendor or other Users.
- 5.4. Risk of Exposure. **SUBSCRIBER UNDERSTANDS AND AGREES THAT SHARING AND HOSTING CONTENT ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN SUBMITTING SUBSCRIBER DATA, TRANSMITTING SUBSCRIBER DATA THROUGH THE SERVICES, AND ACCESSING AND USING THE SERVICES, SUBSCRIBER ASSUMES THESE RISKS.** Vendor offers no representation, warranty, or guarantee that Subscriber Data will not be exposed or disclosed through errors or the actions of Subscriber, Subscriber’s Clients, or third parties.
- 5.5. Data Accuracy and System Configuration.
 - (a) Vendor shall have no responsibility or liability for the accuracy of data uploaded to the Services, including without limitation Subscriber Data and any other data uploaded by other Users. Subscriber is solely responsible for any errors, losses, or damages to the Services that may result from Subscriber’s actions, Users’ actions, or the actions of a third-party on behalf of Subscriber or Users, to upload such Services.
 - (b) Vendor shall have no responsibility or liability for the accuracy of any system set up or configuration to the Services, including without limitation Subscriber Data and any other data set up or configured by other Users. Subscriber is solely responsible for any errors, losses, or

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damages to the Services that may result from Subscriber's actions, Users' actions, or the actions of a third-party on behalf of Subscriber or Users, to set up and configure Services.

- 5.6. Right to Retain, Delete or Suspend Access. Subscriber agrees that Subscriber shall not rely on the Services for backup or storage of Subscriber Data. Vendor may retain Subscriber Data even if Subscriber is no longer using the Services or has terminated this Agreement, but is not required to provide copies of Subscriber Data to Subscriber. Vendor may permanently delete or erase Subscriber Data or suspend Subscriber access to Subscriber Data through the Services if Subscriber's account is delinquent or suspended for 30 days or more, or terminated.
- 5.7. Excluded Data. Subscriber represents and warrants that Subscriber Data does not and will not include, and Subscriber has not and shall not upload or transmit to Vendor's computers or other media, any data ("Excluded Data") regulated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (the "Excluded Data Laws"). SUBSCRIBER RECOGNIZES AND AGREES THAT: (a) VENDOR HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) VENDOR'S SERVICES ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.
- 5.8. Aggregate & De-Identified Data. Notwithstanding the provisions above of this Section 5, Vendor may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data and De-Identified Data in any way, in its sole discretion. ("Aggregate Data" refers to summaries of Subscriber Data, or of data that includes Subscriber Data, that do not include personally identifiable information or the names or addresses of Subscriber and any of its Users. "De-Identified Data" refers to Subscriber Data with the following removed: personally identifiable information and the names and addresses of Subscriber and any of its Users.)

6. SUBSCRIBER'S RESPONSIBILITIES & RESTRICTIONS.

- 6.1. Acceptable Use. Subscriber and each of Subscriber's Clients shall comply with the AUP. Subscriber shall not: (a) in any way allow third parties to exploit the Services, except Subscriber's Clients as specifically authorized by this Agreement; (b) provide Services passwords or other log-in information to any third party, except Subscriber's Clients as specifically authorized by this Agreement; (c) share non-public features or content of the Services with any third party, except Subscriber's Clients as specifically authorized by this Agreement; (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions, or graphics, or to copy any ideas, features, functions, or graphics of the Services; or (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that Vendor suspects any breach of the requirements of this Section 6.1, including without limitation by Subscriber's Clients, Vendor may suspend Subscriber's and all Subscriber's Clients' access to the Services without advanced notice, in addition to such other remedies as Vendor may have. Neither this Agreement nor the AUP requires that Vendor take any action against Subscriber or any User or other third party for violating the AUP, this Section 6.1, or this Agreement, but Vendor is free to take any such action at its sole discretion.
- 6.2. Unauthorized Access. Subscriber and Subscriber's Clients shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting passwords and other

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log-in information. Subscriber and Subscriber's Clients shall notify Vendor immediately of any known or suspected unauthorized use of the Services or breach of Subscriber's security and shall use best efforts to stop said breach.

- 6.3. Compliance with Laws. In using the Services, Subscriber and Subscriber's Clients shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Subscriber Data, including without limitation FERPA, the Government Code, and the TEC.
- 6.4. Subscriber's Clients & Other Users; Services Access. Subscriber is responsible and, to the extent permitted by law, liable for: (a) Subscriber's Clients' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the AUP, the Subscriber's Clients Terms of Service, or the requirements of this Agreement applicable to Subscriber; and (b) any use of the Services through Subscriber's account, whether authorized or unauthorized.
- 6.5. Communications from Vendor. Subscriber and each of Subscriber's Clients consent to receive electronic communication (e.g., email and/or text messages) from Vendor in connection with use of the Services at Subscriber's sole cost.

7. INTELLECTUAL PROPERTY ("IP") & FEEDBACK.

- 7.1. IP Rights to the Services. Vendor retains all right, title, and interest in and to the Services, including without limitation the App and all other all software used to provide the Services and all graphics, user interfaces, logos, trademarks reproduced through the Services, as well as all Subscriber Data input, reported, transmitted, or stored using the Services. This Agreement does not grant Subscriber any intellectual property license or rights in or to the Services or any of its components, except to the limited extent that this Agreement specifically sets forth Subscriber license rights to the App or the Documentation. Subscriber recognizes and acknowledges that the Services and its components are proprietary and protected by trademark, copyright, trade secret, and other laws.
- 7.2. Feedback. Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Subscriber, Subscriber's Clients, or other Users provide to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Subscriber or the Subscriber's Client or other User in question. Feedback will not constitute Subscriber's confidential information. Subscriber, on its own behalf and on behalf of its end users, hereby grants Vendor a perpetual, irrevocable, royalty-free right and license to exploit Feedback in any and every way. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

8. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items Vendor discloses to Subscriber or Subscriber's Clients: (a) any document Vendor marks "Confidential"; (b) any information Vendor orally designates as "Confidential" at the time of disclosure, provided Vendor confirms such designation to Subscriber in writing within five (5) business days; (c) the Documentation, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Subscriber or Subscriber's Clients should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Subscriber's possession at the time of disclosure; (ii) is independently developed by Subscriber without

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use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Subscriber's improper action or inaction; or (iv) is approved for release in writing by Vendor.

- 8.1. Nondisclosure. Subscriber shall not use Confidential Information for any purpose other than facilitating human capital management of educators using the Services (the "Purpose"). Subscriber: (a) shall not disclose Confidential Information to any employee or contractor of Subscriber unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Subscriber with terms no less restrictive than those of this Section 8; and (b) shall not disclose Confidential Information to any other third party without Vendor's prior written consent. Without limiting the generality of the foregoing, Subscriber shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Subscriber shall promptly notify Vendor of any misuse or misappropriation of Confidential Information that comes to Subscriber's attention. Notwithstanding the foregoing, Subscriber may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Subscriber shall give Vendor prompt notice of any such legal or governmental demand and reasonably cooperate with Vendor in any effort to seek a protective order or otherwise to contest such required disclosure, at Vendor's expense.
- 8.2. Injunction. Subscriber agrees that breach of this Section 8 would cause Vendor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Vendor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above (*Nondisclosure*) will terminate five (5) years after termination of this Agreement; provided that such obligations related to Confidential Information constituting Vendor's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Subscriber shall return all copies of Confidential Information to Vendor or certify, in writing, the destruction thereof.
- 8.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Vendor will retain all right, title, and interest in and to all Confidential Information.
- 8.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Subscriber is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
 - (a) *IMMUNITY*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - (b) *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT*. An individual who files

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a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

- (c) *NO WAIVER OF IMMUNITY.* Vendor is a governmental entity of the State of Texas, and, as such, enjoys certain privileges and immunities under state and federal law. Nothing contained herein shall be considered as a limitation or waiver of any such privilege or immunity.

9. REPRESENTATIONS & WARRANTIES.

9.1. From Vendor. Vendor represents and warrants that it is the owner of the Services and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to use of the Services in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 9.1, Vendor, at its own expense, will promptly take the following actions: (a) secure for Subscriber the right to continue using the Services; (b) replace or modify the Services to make it non-infringing; or (c) terminate the infringing features of the Services and refund to Subscriber any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Subscriber's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Subscriber's sole remedy, for breach of the warranty in this Section 9.1 and for potential or actual intellectual property infringement by the Services.

9.2. From Subscriber.

- (a) *Regarding Subscriber.* Subscriber represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Services; and (iii) it is an entity authorized to do business pursuant to applicable law.
- (b) *Regarding Subscriber's Clients.* Subscriber represents and warrants that, to the best of its knowledge: (i) each Subscriber's Client will have the full right and authority to enter into, execute, and perform its obligations as required under this Agreement and the Client ToS, with no pending or threatened claim or litigation that would have a material adverse impact on its ability so to perform; (ii) Subscriber will accurately identify each Subscriber's Client and will not provide any inaccurate information about a Subscriber's Client or other User to or through the Services; and (iii) each Subscriber's Client is an individual human person 18 years old or older.

9.3. Warranty Disclaimers. Except to the extent set forth in in Section 9.1 above, SUBSCRIBER AGREES THAT SUBSCRIBER ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT

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LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND SUBSCRIBER AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT SUBSCRIBER DATA WILL REMAIN PRIVATE OR SECURE; (d) VENDOR DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING PRODUCTS OR SERVICES PROVIDED BY OTHER USERS OF THE SERVICES OR OTHER THIRD PARTIES; AND (e) VENDOR DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING ACCURACY, SET-UP, AND CONFIGURATION OF SERVICES, INCLUDING WITHOUT LIMITATION, SUBSCRIBER DATA.

10. INDEMNIFICATION. This section has been intentionally deleted, per the district's request.

11. LIMITATION OF LIABILITY.

11.1. Dollar Cap. VENDOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE SUBSCRIPTION FEE PAID BY SUBSCRIBER FOR ANY TWELVE-MONTH PERIOD.

11.2. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THIS AGREEMENT.

11.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS SECTION 11 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) TO LIABILITY FOR BREACH OF WARRANTIES; (c) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (d) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (e) EVEN IF SUBSCRIBER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 11, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Section 11 apply likewise to Vendor's

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affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

12. Term & Termination.

12.1. Term. The term of this Agreement (the “Term”) shall commence on the Effective Date (April 9, 2024) and continue until August 31, 2024.

12.2. Termination for Cause. Either party may terminate this Agreement for the other’s material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Vendor’s other rights and remedies, Vendor may suspend or terminate a Subscriber’s Client’s or other User’s access to the Services at any time, without advanced notice, if Vendor reasonably concludes such Subscriber’s Client or other User has conducted itself in a way that is not consistent with the requirements of the AUP, the Client ToS, or the other requirements of this Agreement or in a way that subjects Vendor to potential liability.

12.3. Effects of Termination. Upon termination of this Agreement, Subscriber shall cease all use of the Services and delete, destroy, or return all copies of the Documentation in its or Subscriber’s Clients’ possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Subscriber to pay Subscription Fees incurred before termination; (b) Sections 7 (*Intellectual Property & Feedback*), 8 (*Confidential Information*), 9.2 (*Warranty Disclaimers*), 10 (*Indemnification*), 11 (*Limitation of Liability*), and 13 (*Miscellaneous*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13. MISCELLANEOUS.

13.1. Independent Contractors. Vendor and Subscriber are independent contractors and will so represent themselves in all regards. Neither Vendor nor Subscriber is the agent of the other, and neither may contract on the other’s behalf. The parties agree that no Vendor employee or contractor shall be at the same time an employee of Subscriber.

13.2. Notices. Vendor and Subscriber may send any notices hereunder by USPS 1st class mail with carbon copy by email at the contact addresses set forth below and as updated by either party from time to time. Such notices will be deemed received 3 business days after they are mailed or transmitted.

VENDOR

SUBSCRIBER

<p>Texas Center for Educator Excellence (TxCEE) 1705 S Capital of Texas Hwy, Ste 400 Austin, TX 78746</p> <p>cc: Underwood Law Firm Attn: David P. Backus P.O. 16197 Lubbock, Texas 79490</p>	<p>McAllen Independent School District 2000 N. 23rd St. McAllen, TX 78501</p> <p><i>District Main (956) 618-6000</i></p>
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Email: <i>Claude Pardue, claud.pardue@txcee.org</i> <i>Daniel Moses, dmoses@txcee.org</i>	Email: <i>Patricia Peña, patricia.pena@mcallenisd.net</i>
Phone: <i>Claude Pardue, (512) 538-0648</i> <i>Daniel Moses, (512) 537-4369</i>	Phone: <i>Patricia Peña, (956) 632-8414</i>

- 13.3. Assignment & Successors. Subscriber may not assign this Agreement or any of its rights or obligations hereunder without Vendor’s express written consent. Except to the extent forbidden in this Section 13.3, this Agreement will be binding upon and inure to the benefit of the parties’ respective successors and assigns.
- 13.4. Force Majeure. No delay, failure, or default, other than a failure to pay Subscription Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party’s reasonable control.
- 13.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 13.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 13.7. Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of the State of Texas, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties’ rights or duties; (b) the 1980 McAllen Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Travis County, Texas. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 13.8. Conflicts. In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the AUP, Client ToS, or Privacy Policy, the terms of this Agreement will govern.
- 13.9. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

Exhibit B

- 13.10. Technology Export. Subscriber shall not: (a) permit any third party to access or use the Services in violation of any U.S. law or regulation; or (b) export any software provided by Vendor or otherwise remove it from the McAllen States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Subscriber shall not permit any third party to access or use the Services in, or export such software to, a country subject to a McAllen States embargo.
- 13.11. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 13.12. Amendment. Vendor may amend this Agreement from time to time by posting an amended version at its Website <https://teems.txcee.org>, and sending Subscriber written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Subscriber first gives Vendor written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Subscriber's next Term following the Proposed Amendment Date (unless Subscriber first terminates this Agreement pursuant to Section 12 (*Term & Termination*)). Subscriber's continued use of the Services following the effective date of an amendment will confirm Subscriber's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.12, Vendor may revise the Privacy Policy, Client ToS, and AUP at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.
- 13.13. Authority. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON SUBSCRIBER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUBSCRIBER TO THESE TERMS AND CONDITIONS.
- 13.14. No Israel Boycott Verification. By execution of this Agreement, Subscriber certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 13.15. Companies Engaged in Business with Iran, Sudan, Or A Foreign Terrorist Organization. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Vendor is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Subscriber certifies to Vendor that it is not a listed company under any of those Texas Government Code provisions. Subscriber hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading Vendor to believe that Subscriber was a listed company at the time of this procurement.

Exhibit B


14.ACCEPTANCE.

ACCEPTED AND AGREED:


VENDOR	SUBSCRIBER
<p>Texas Center for Educator Excellence (TxCEE)</p> <p>By: _____</p> <p>Title: Chief TxCEE Officer</p> <p>Printed Name: Joann Taylor</p>	<p>McAllen Independent School District</p> <p>By: _____</p> <p>Title: Board of Trustees President</p> <p>Printed Name: Debbie Crane Aliseda</p>
<p>Date:</p>	<p>Date:</p>

The Effective Date of this Agreement is **April 9, 2024.**

Approved as to form:

by  _____
JOHNATHAN BALL (Apr 4, 2024 09:03 CDT)
Johnathan Ball, Staff Attorney

Department:

by  _____
Dr. Rosalba De Hoyos
Associate Superintendent for
Instruction Services

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 1, 2024 13:25 CDT)



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2023-156 thru RFCQ 2023-1026 – McAllen High School Football Field Sports Lighting

1. Vendor Obligations to McAllen ISD:

YES	NA	
<input checked="" type="radio"/>	<input type="radio"/>	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	Letter of Guarantee, Warranty transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met

Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.

2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

Select one:	
<input type="radio"/>	Item has been recorded as an asset and assigned an asset number.
<input checked="" type="radio"/>	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
<input type="radio"/>	Not applicable.

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY:  Feb 26, 2024

For further information, contact:
Name: Ruben Trevino
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

ACKNOWLEDGED BY:  Feb 26, 2024

For further information, contact:
Name: Dyanira Diaz
Phone: (956) 632-8403
Email: Dyanira.Farias@mcallenisd.net

APPLICATION AND CERTIFICATE FOR PAYMENT

To (OWNER): McAllen ISD
2000 N. 23rd St.
McAllen, TX 78501

Project: McAllen HS FB Field Lighting
2021 La Vista Avenue
McAllen, TX 78501

Application No: 3
Invoice No: 33672
Period To: 3/1/2024

From: Hellas Construction, Inc.
12000 W Parmer Ln
Cedar Park, TX 78613

Via (Architect):

Architect's Project No:
Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

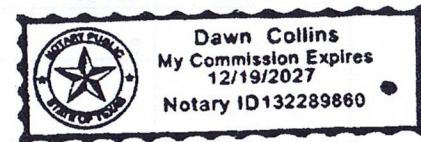
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM	\$	325,746.00
2. Net change by Change Orders	\$	-15000.00
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	310,746.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	310,746.00
5. RETAINAGE	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	310,746.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	272,175.00
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	38,571.00
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

State of: Texas County of: Guadalupe
Subscribed and sworn to before me this 28th day of march 2024
Notary Public: D Collins
My Commission expires: 12/19/2027



CONTRACTOR: Hellas Construction, Inc.
By: [Signature] Date: 3/28/2024

AMOUNT CERTIFIED.....\$ 38,571.00
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: [Signature]
By: _____ Date: 03/28/2024
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

35

APPROVED FOR PAYMENT
Melissa Ortiz Mar 28, 2024
Melissa Ortiz (Mar 28, 2024 15:17 CDT)
Signature Date
[Signature] Mar 28, 2024
Signature Date
Signature Date

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 3
 Application Date: 3/1/2024
 Period To: 3/1/2024
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
0000	Gross Receipts Tax	0	0	0	0	0	***	0	0
1001	Owner Allowance	15,000	0	0	0	0	0	15,000	0
3400	Electrical/Lighting	310,746	286,500	24,246	0	310,746	100	0	0
3410	Conduits/Comm Boxes	0	0	0	0	0	***	0	0
3420	Scoreboards	0	0	0	0	0	***	0	0
3430	Play Clocks	0	0	0	0	0	***	0	0
9900	WIP Adjustments	0	0	0	0	0	***	0	0
9999	Cost Clearing	0	0	0	0	0	***	0	0
9000	CO 01 Contingency deduct	-15,000	0	0	0	0	0	-15,000	0
		310,746	286,500	24,246	0	310,746	100	0	0

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 1, 2024 13:18 CDT)



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2023-160 thru RFCQ 2023-1024 –Kitchen Renovations for Roosevelt Elementary, Rayburn Elementary, Garza Elementary, and Wilson Elementary

1. Vendor Obligations to McAllen ISD:

YES	NA	
<input checked="" type="radio"/>	<input type="radio"/>	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	Letter of Guarantee, Warranty transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met

Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.


2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

Select one:	
<input type="radio"/>	Item has been recorded as an asset and assigned an asset number.
<input checked="" type="radio"/>	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
<input type="radio"/>	Not applicable.

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY:  Mar 28, 2024

For further information, contact:
Name: Ruben Trevino
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

ACKNOWLEDGED BY:  Mar 28, 2024

For further information, contact:
Name: Dyanira Diaz
Phone: (956) 632-8403
Email: Dyanira.Farias@mcallenisd.net

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO: McAllen ISD

PROJECT: 23-0412-00

APPLICATION NO: Retainage

2000 N. 23rd St.
McAllen, Texas 78501
ATTN: Melissa Rodriguez

CONTRACT FOR: McAllen ISD Kitchen Renovations
for Roosevelt Elem, Rayburn
Elem, Garza Elem, Wilson Elem.

APPLICATION DATE: 3/25/2024

PERIOD FROM: 3/01/2024
TO: 3/31/2024

FROM: Noble Texas Builders
108 S. Main Street
La Feria, Texas 78559

Engineer: HALFF Associates
Gabriel Benavides P.E

CONTRACT DATE: March 1, 2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		100000	
CHANGE ORDER SUMMA Steel Allowance		6000	
Change Orders Approved in previous months by Owner			0
TOTAL			
Approved this Month			
Number	Date Approved		
Contingency Roosevelt		43,787.09	
Steel Allowance Roosevelt		6,000.00	
Contingency Rayburn		33,776.09	
Steel Allowance Rayburn		6,000.00	
Contingency Garza		30,319.89	
Contingency Wilson		66,107.50	
Steel Allowance Wilson		6,000.00	
TOTALS		\$0.00	\$191,990.57
Net change by Change Orders			-\$191,990.57

The present status of the account for this Contract is as follows:

1. ORIGINAL CONTRACT SUM.....	\$ 6,349,435.00
2. Net change by Change Orders.....	\$ -191,990.57
3. CONTRACT SUM TO DATE (LINE 1+2)	\$ 6,157,444.43
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 6,157,444.43 =
(Column G on G703)	
5. RETAINAGE :	
5% of Completed Work	0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$ 6,157,444.43
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES for.....	\$ 5,849,572.21
PAYMENT (Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$ 307,872.22
Plus Applicable Taxes 0%	
10. CURRENT PAYMENT DUE.....	307,872.22
11. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 0.00
(Line 3 less (Line 6 x Tax))	

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: NOBLE GENERAL CONTRACTORS

BY: *Kyle Collins* DATE: March 25, 2024

Kyle Collins
Project Manager

State Of: Texas County of: Cameron County
Subscribed and sworn to me before this 25th day of March 2024

Aine Mireles



OWNER'S / ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

(Attach explanation if amount certified differs from the

[Signature]

DATE: 03/27/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED FOR PAYMENT

Melissa Ortiz Mar 27, 2024
Melissa Ortiz (Mar 27, 2024 16:49 CDT) Signature Date
Rael Morales Mar 27, 2024
Rael Morales (Mar 27, 2024 16:56 CDT) Signature Date

McAllen ISD Kitchen Renovations for Roosevelt Elem. Rayburn Elem. Garza Elem. Wilson Elem.
 McAllen ISD

APPLICATION NO: Retainage
 APPLICATION DATE: 3/25/2024
 PERIOD FROM: 3/01/2024
 TO: 3/31/2024

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED			G TOTAL COMPLETED		H BALANCE TO FINISH (C-G)	I RETAINAGE 5%
			Previous Applications	This Application		AND STORED TO DATE (D+E+F)	% (G/C)		
				Work in Place	Stored Mat'l (not in D or E)				
	Theodore Roosevelt Elem. School								
	Owner Contingency	0.00	0.00	0.00	0.00	0.00		0.00	
	Steel Allowance	0.00	0.00	0.00	0.00	0.00		0.00	
	Supervision	140,648.00	140,648.00	0.00	0.00	140,648.00	100.0%	7,032.40	
	P&P Bonds & Insurances	34,547.00	34,547.00	0.00	0.00	34,547.00	100.0%	1,727.35	
	Building Permit	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	500.00	
	Mobilization	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%	275.00	
	Existing Conditions (Selective Interior Demolition)								
	Labor	27,944.00	27,944.00	0.00	0.00	27,944.00	100.0%	1,397.20	
	Material		0.00	0.00	0.00	0.00	0.0%	0.00	
	Concrete								
	Labor	43,675.00	43,675.00	0.00	0.00	43,675.00	100.0%	2,183.75	
	Material	32,000.00	32,000.00	0.00	0.00	32,000.00	100.0%	1,600.00	
	Masonry								
	Labor	70,000.00	70,000.00	0.00	0.00	70,000.00	100.0%	3,500.00	
	Material	53,123.00	53,123.00	0.00	0.00	53,123.00	100.0%	2,656.15	
	Metals-Structural Steel								
	Labor	35,442.00	35,442.00	0.00	0.00	35,442.00	100.0%	1,772.10	
	Material	13,000.00	13,000.00	0.00	0.00	13,000.00	100.0%	650.00	
	Wood, Plastics, & Composites								
	Labor	6,165.00	6,165.00	0.00	0.00	6,165.00	100.0%	308.25	
	Material		0.00	0.00	0.00	0.00		0.00	
	Thermal & Moisture Protection								
	Labor	35,490.00	35,490.00	0.00	0.00	35,490.00	100.0%	1,774.50	
	Material	45,000.00	45,000.00	0.00	0.00	45,000.00	100.0%	2,250.00	
	Openings								
	Labor	30,967.00	30,967.00	0.00	0.00	30,967.00	100.0%	1,548.35	
	Material	74,000.00	74,000.00	0.00	0.00	74,000.00	100.0%	3,700.00	
	Finishes								
	Gypsum Wallboard (Materials)	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	500.00	
	Gypsum Wallboard (Labor)	13,000.00	13,000.00	0.00	0.00	13,000.00	100.0%	650.00	
	Slip Resistant Floor/Wall Tile for Sanitation in Kitchen (Materials)	40,000.00	40,000.00	0.00	0.00	40,000.00	100.0%	2,000.00	
	Slip Resistant Floor/Wall Tile for Sanitation in Kitchen (Labor)	40,000.00	40,000.00	0.00	0.00	40,000.00	100.0%	2,000.00	
	Interior & Exterior Painting EPOXY for Sanitation in Kitchen (Materials)	9,000.00	9,000.00	0.00	0.00	9,000.00	100.0%	450.00	
	Interior & Exterior Painting EPOXY for Sanitation in Kitchen (Labor)	11,570.00	11,570.00	0.00	0.00	11,570.00	100.0%	578.50	
	Specialties								
	Signage (Materials)	14,559.00	14,559.00	0.00	0.00	14,559.00	100.0%	727.95	
	Signage (Labor)		0.00	0.00	0.00	0.00		0.00	
	Restroom Accessories (Materials)		0.00	0.00	0.00	0.00		0.00	
	Restroom Accessories (Labor)		0.00	0.00	0.00	0.00		0.00	
	Plumbing (Grease Trap)								
	Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%	250.00	
	Material	11,000.00	11,000.00	0.00	0.00	11,000.00	100.0%	550.00	

Communications (Data Rough In for New Point of Sales Equipment)									
Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0%	0.00	100.00	
Material	2,500.00	2,500.00	0.00	0.00	2,500.00	100.0%	0.00	125.00	
Earthwork									
Labor	6,406.00	6,406.00	0.00	0.00	6,406.00	100.0%	0.00	320.30	
Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00	
Exterior Improvements									
Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0%	0.00	100.00	
Material	515.00	515.00	0.00	0.00	515.00	100.0%	0.00	25.75	
Contingency Change Orders									
AEA #01: CPR 001 Abatement Roosevelt Elementary	3,660.00	3,660.00	0.00	0.00	3,660.00	100.0%	0.00	183.00	
AEA #02: CPR 002 Abatement Roosevelt Elementary	2,900.00	2,900.00	0.00	0.00	2,900.00	100.0%	0.00	145.00	
AEA #03: CPR 003 Furr Out Change Roosevelt Elementary	2,300.00	2,300.00	0.00	0.00	2,300.00	100.0%	0.00	115.00	
AEA #04: CPR 005 Mech Door Change Roosevelt Elementary	1,129.00	1,129.00	0.00	0.00	1,129.00	100.0%	0.00	56.45	
AEA #05: CPR 006 VCT Cafeteria Change Roosevelt Elementary	22,146.00	22,146.00	0.00	0.00	22,146.00	100.0%	0.00	1,107.30	
AEA #06: CPR 011 Cafeteria Abatement Roosevelt Elementary	7,802.00	7,802.00	0.00	0.00	7,802.00	100.0%	0.00	390.10	
AEA #08: CPR 009 Painting of Existing Wall Tile Roosevelt	2,504.00	2,504.00	0.00	0.00	2,504.00	100.0%	0.00	125.20	
AEA #09: CPR 020 Thresholds Roosevelt Elementary	251.68	251.68	0.00	0.00	251.68	100.0%	0.00	12.58	
AEA #07: CPR 015 2 Coats of Wax	576.00	576.00	0.00	0.00	576.00	100.0%	0.00	28.80	
AEA #10: CPR 021 2 Additional Coats of Wax	426.00	426.00	0.00	0.00	426.00	100.0%	0.00	21.30	
AEA #11: CPR 023 Additional Faucets to Serving Line	172.50	172.50	0.00	0.00	172.50	100.0%	0.00	8.63	
AEA #12: CPR 024 Ceiling Tile Replacement	7,000.00	7,000.00	0.00	0.00	7,000.00	100.0%	0.00	350.00	
AEA #13: CPR 026 Stainless Steel Tables	2,125.00	2,125.00	0.00	0.00	2,125.00	100.0%	0.00	106.25	
AEA #14: CPR 028 Additional Conduit for Flyfans	878.40	878.40	0.00	0.00	878.40	100.0%	0.00	43.92	
AEA #15: CPR 032 Additional Viewing Holes	390.38	390.38	0.00	0.00	390.38	100.0%	0.00	19.52	
AEA #16: CPR 027 Data Racks	1,951.95	1,951.95	0.00	0.00	1,951.95	100.0%	0.00	97.60	
Owner Credit - CPR 001	0.00	-1,400.00	0.00	0.00	-1,400.00		1,400.00	-70.00	
Finishes									
Moisture Resistant Ceiling for Kitchen	30,000.00	30,000.00	0.00	0.00	30,000.00	100.0%	0.00	1,500.00	
Equipment (Kitchen Walk In Cooler & Refrigeration)									
<u>Kolpack Refrigeration Rack</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	13,293.00	13,293.00	0.00	0.00	13,293.00	100.0%	0.00	664.65	
<u>Refrigeration Cooler & Freezer Condensation & Evaporators</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	13,293.00	13,293.00	0.00	0.00	13,293.00	100.0%	0.00	664.65	
<u>Kolpack two compartment Walk In Cooler Assembly</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	13,293.00	13,293.00	0.00	0.00	13,293.00	100.0%	0.00	664.65	
<u>Captive Aire Exhaust Hood & Exhaust Fan</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	13,294.00	13,294.00	0.00	0.00	13,294.00	100.0%	0.00	664.70	
<u>Refrigeration for New Refrigeration Unit at Walk In Cooler / Freezer</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	13,293.00	13,293.00	0.00	0.00	13,293.00	100.0%	0.00	664.65	
Plumbing Upgrades for New Kitchen									
Labor	72,260.00	72,260.00	0.00	0.00	72,260.00	100.0%	0.00	3,613.00	
Material	19,700.00	19,700.00	0.00	0.00	19,700.00	100.0%	0.00	985.00	
Fixtures	12,100.00	12,100.00	0.00	0.00	12,100.00	100.0%	0.00	605.00	
HVAC									
Labor	97,253.00	97,253.00	0.00	0.00	97,253.00	100.0%	0.00	4,862.65	
Material	130,000.00	130,000.00	0.00	0.00	130,000.00	100.0%	0.00	6,500.00	
Electrical									
Labor	164,718.00	164,718.00	0.00	0.00	164,718.00	100.0%	0.00	8,235.90	
Material	33,000.00	33,000.00	0.00	0.00	33,000.00	100.0%	0.00	1,650.00	
Gear	27,000.00	27,000.00	0.00	0.00	27,000.00	100.0%	0.00	1,350.00	

Sam Rayburn Elem. School								
Owner Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Steel Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Supervision	140,648.00	140,648.00	0.00	0.00	140,648.00	100.0%	0.00	7,032.40
P&P Bonds & Insurances	35,895.00	35,895.00	0.00	0.00	35,895.00	100.0%	0.00	1,794.75
Building Permit	11,000.00	11,000.00	0.00	0.00	11,000.00	100.0%	0.00	550.00
Mobilization	5,500.00	5,500.00	0.00	0.00	5,500.00	100.0%	0.00	275.00
Existing Conditions (Selective Interior Demolition)								
<i>Labor</i>	28,129.00	28,129.00	0.00	0.00	28,129.00	100.0%	0.00	1,406.45
<i>Material</i>		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Concrete								
<i>Labor</i>	42,827.00	42,826.99	0.00	0.00	42,826.99	100.0%	0.01	2,141.35
<i>Material</i>	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%	0.00	1,250.00
Masonry								
<i>Labor</i>	75,000.00	75,000.00	0.00	0.00	75,000.00	100.0%	0.00	3,750.00
<i>Material</i>	68,865.00	68,865.00	0.00	0.00	68,865.00	100.0%	0.00	3,443.25
Metals-Structural Steel								
<i>Labor</i>	33,282.00	33,282.00	0.00	0.00	33,282.00	100.0%	0.00	1,664.10
<i>Material</i>	18,000.00	18,000.00	0.00	0.00	18,000.00	100.0%	0.00	900.00
Wood, Plastics, & Composites								
<i>Labor</i>	9,196.00	9,196.00	0.00	0.00	9,196.00	100.0%	0.00	459.80
<i>Material</i>		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Thermal & Moisture Protection								
<i>Labor</i>	37,219.00	37,219.00	0.00	0.00	37,219.00	100.0%	0.00	1,860.95
<i>Material</i>	47,000.00	47,000.00	0.00	0.00	47,000.00	100.0%	0.00	2,350.00
Openings								
<i>Labor</i>	30,332.00	30,332.00	0.00	0.00	30,332.00	100.0%	0.00	1,516.60
<i>Material</i>	79,000.00	79,000.00	0.00	0.00	79,000.00	100.0%	0.00	3,950.00
Finishes								
<i>Gypsum Wallboard (Materials)</i>	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	0.00	750.00
<i>Gypsum Wallboard (Labor)</i>	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%	0.00	1,250.00
<i>Slip Resistant Floor/Wall Tile for Sanitation in Kitchen (Materials)</i>	39,000.00	39,000.00	0.00	0.00	39,000.00	100.0%	0.00	1,950.00
<i>Slip Resistant Floor/Wall Tile for Sanitation in Kitchen (Labor)</i>	30,000.00	30,000.00	0.00	0.00	30,000.00	100.0%	0.00	1,500.00
<i>Interior & Exterior Painting EPOXY for Sanitation in Kitchen (Materials)</i>	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
<i>Interior & Exterior Painting EPOXY for Sanitation in Kitchen (Labor)</i>	15,237.00	15,237.00	0.00	0.00	15,237.00	100.0%	0.00	761.85
Specialties								
<i>Signage (Materials)</i>	13,298.00	13,298.00	0.00	0.00	13,298.00	100.0%	0.00	664.90
<i>Signage (Labor)</i>		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
<i>Restroom Accessories (Materials)</i>		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
<i>Restroom Accessories (Labor)</i>		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Plumbing (Grease Trap)								
<i>Labor</i>	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%	0.00	250.00
<i>Material</i>	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
Communications (Data Rough In for New Point of Sales Equipment)								
<i>Labor</i>	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0%	0.00	100.00
<i>Material</i>	2,500.00	2,500.00	0.00	0.00	2,500.00	100.0%	0.00	125.00
Earthwork								
<i>Labor</i>	4,038.00	4,038.00	0.00	0.00	4,038.00	100.0%	0.00	201.90
<i>Material</i>	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	0.00	400.00
Exterior Improvements								
<i>Labor</i>	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0%	0.00	100.00
<i>Material</i>	2,904.00	2,904.00	0.00	0.00	2,904.00	100.0%	0.00	145.20
Contingency Change Orders								
<i>AEA #01: CPR 001 Abatement Rayburn Elementary</i>	3,660.00	3,660.00	0.00	0.00	3,660.00	100.0%	0.00	183.00
<i>AEA #02: CPR 002 Tile and Vapor Abatement Rayburn Elementary</i>	10,290.00	10,290.00	0.00	0.00	10,290.00	100.0%	0.00	514.50
<i>AEA #03: CPR 004 New Condensate Line Rayburn Elementary</i>	11,618.00	11,618.00	0.00	0.00	11,618.00	100.0%	0.00	580.90

AEA #04: CPR 003 Furr Out Rayburn Elementary	2,300.00	2,300.00	0.00	0.00	2,300.00	100.0%	0.00	115.00
AEA #05: CPR 005 Mech Door Change Rayburn Elementary	1,129.00	1,129.00	0.00	0.00	1,129.00	100.0%	0.00	56.45
AEA #06: CPR 006 VCT Cafeteria Add Rayburn Elementary	20,951.00	20,951.00	0.00	0.00	20,951.00	100.0%	0.00	1,047.55
AEA #08: CPR 009 Painting of Existing Wall Tile	2,504.00	2,504.00	0.00	0.00	2,504.00	100.0%	0.00	125.20
AEA #09: CPR 020 Threshold Rayburn Elementary	251.68	251.68	0.00	0.00	251.68	100.0%	0.00	12.58
AEA #07: CPR 015 2 Coats of Wax	576.00	576.00	0.00	0.00	576.00	100.0%	0.00	28.80
AEA #10: CPR 021 2 Additional Coats of Wax	426.00	426.00	0.00	0.00	426.00	100.0%	0.00	21.30
AEA #11: CPR 023 Additional Faucets to Serving Line	172.50	172.50	0.00	0.00	172.50	100.0%	0.00	8.63
AEA #12: CPR 024 Ceiling Tile Replacement	7,000.00	7,000.00	0.00	0.00	7,000.00	100.0%	0.00	350.00
AEA #13: CPR 026 Stainless Steel Tables	2,125.00	2,125.00	0.00	0.00	2,125.00	100.0%	0.00	106.25
AEA #14: CPR 028 Additional Conduit for Flyfans	878.40	878.40	0.00	0.00	878.40	100.0%	0.00	43.92
AEA #15: CPR 032 Additional Viewing Holes	390.38	390.38	0.00	0.00	390.38	100.0%	0.00	19.52
AEA #16: CPR 027 Data Racks	1,951.95	1,951.95	0.00	0.00	1,951.95	100.0%	0.00	97.60
Owner Credit - CPR 001	0.00	-1,399.99	0.00	0.00	-1,399.99		1,399.99	-70.00
Finishes								
<u>Moisture Resistant Ceiling for Kitchen</u>	30,000.00	30,000.00	0.00	0.00	30,000.00	100.0%	0.00	1,500.00
Equipment (Kitchen Walk In Cooler & Refrigeration)								
<u>Kolpack Refrigeration Rack</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	13,104.00	13,104.00	0.00	0.00	13,104.00	100.0%	0.00	655.20
<u>Refrigeration Cooler & Freezer Condensation & Evaporators</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	13,105.00	13,105.00	0.00	0.00	13,105.00	100.0%	0.00	655.25
<u>Kolpack two compartment Walk In Cooler Assembly</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	13,104.00	13,104.00	0.00	0.00	13,104.00	100.0%	0.00	655.20
<u>Captive Aire Exhaust Hood & Exhaust Fan</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	13,105.00	13,105.00	0.00	0.00	13,105.00	100.0%	0.00	655.25
<u>Refrigeration for New Refrigeration Unit at Walk In Cooler / Freezer</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	13,104.00	13,104.00	0.00	0.00	13,104.00	100.0%	0.00	655.20
Plumbing Upgrades for New Kitchen								
Labor	66,083.00	66,083.00	0.00	0.00	66,083.00	100.0%	0.00	3,304.15
Material	18,700.00	18,700.00	0.00	0.00	18,700.00	100.0%	0.00	935.00
Fixtures	12,500.00	12,500.00	0.00	0.00	12,500.00	100.0%	0.00	625.00
HVAC								
Labor	90,965.00	90,965.00	0.00	0.00	90,965.00	100.0%	0.00	4,548.25
Material	130,000.00	130,000.00	0.00	0.00	130,000.00	100.0%	0.00	6,500.00
Electrical								
Labor	194,644.00	194,644.00	0.00	0.00	194,644.00	100.0%	0.00	9,732.20
Material	45,000.00	45,000.00	0.00	0.00	45,000.00	100.0%	0.00	2,250.00
Gear	35,000.00	35,000.00	0.00	0.00	35,000.00	100.0%	0.00	1,750.00
Reynaldo Garza Elem. School								
Owner Contingency	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Steel Allowance	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Supervision	76,140.00	76,140.00	0.00	0.00	76,140.00	100.0%	0.00	3,807.00
P&P Bonds & Insurances	34,548.00	34,548.00	0.00	0.00	34,548.00	100.0%	0.00	1,727.40
Building Permit	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
Mobilization	7,261.00	7,261.00	0.00	0.00	7,261.00	100.0%	0.00	363.05
Existing Conditions (Selective Interior Demolition)								
Labor	51,892.00	51,892.00	0.00	0.00	51,892.00	100.0%	0.00	2,594.60
Material		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Concrete								
Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%	0.00	1,250.00
Material	10,015.00	10,015.00	0.00	0.00	10,015.00	100.0%	0.00	500.75

Masonry									
Labor	30,159.00	30,159.00	0.00	0.00	30,159.00	100.0%	0.00	1,507.95	
Material	30,000.00	30,000.00	0.00	0.00	30,000.00	100.0%	0.00	1,500.00	
Metals-Structural Steel									
Labor	15,446.00	15,446.00	0.00	0.00	15,446.00	100.0%	0.00	772.30	
Material	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	0.00	400.00	
Wood, Plastics, & Composites									
Labor	4,061.00	4,061.00	0.00	0.00	4,061.00	100.0%	0.00	203.05	
Material		0.00	0.00	0.00	0.00	0.0%	0.00	0.00	
Thermal & Moisture Protection									
Labor	7,311.00	7,311.00	0.00	0.00	7,311.00	100.0%	0.00	365.55	
Material	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0%	0.00	100.00	
Openings									
Labor	24,638.00	24,638.00	0.00	0.00	24,638.00	100.0%	0.00	1,231.90	
Material	40,000.00	40,000.00	0.00	0.00	40,000.00	100.0%	0.00	2,000.00	
Finishes									
Gypsum Wallboard (Materials)	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00	
Gypsum Wallboard (Labor)	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	0.00	750.00	
Slip Resistant Floor/Wall Tile for Sanitation in Kitchen (Materials)	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	0.00	750.00	
Slip Resistant Floor/Wall Tile for Sanitation in Kitchen (Labor)	15,835.00	15,835.00	0.00	0.00	15,835.00	100.0%	0.00	791.75	
Interior & Exterior Painting EPOXY for Sanitation in Kitchen (Materials)	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00	
Interior & Exterior Painting EPOXY for Sanitation in Kitchen (Labor)	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00	
Specialties									
Signage (Materials)	12,182.00	12,182.00	0.00	0.00	12,182.00	100.0%	0.00	609.10	
Signage (Labor)		0.00	0.00	0.00	0.00	0.0%	0.00	0.00	
Restroom Accessories (Materials)		0.00	0.00	0.00	0.00	0.0%	0.00	0.00	
Restroom Accessories (Labor)		0.00	0.00	0.00	0.00	0.0%	0.00	0.00	
Plumbing (Grease Trap)									
Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0%	0.00	100.00	
Material	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	0.00	400.00	
Communications (Data Rough In for New Point of Sales Equipment)									
Labor	1,000.00	1,000.00	0.00	0.00	1,000.00	100.0%	0.00	50.00	
Material	1,800.00	1,800.00	0.00	0.00	1,800.00	100.0%	0.00	90.00	
Earthwork									
Labor	3,168.00	3,168.00	0.00	0.00	3,168.00	100.0%	0.00	158.40	
Material	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00	
Exterior Improvements									
Labor	1,320.00	1,320.00	0.00	0.00	1,320.00	100.0%	0.00	66.00	
Material	1,000.00	1,000.00	0.00	0.00	1,000.00	100.0%	0.00	50.00	
Contingency Change Orders									
AEA #01: CPR 006 Cafeteria VCT Change Garza Elementary	17,067.00	17,067.00	0.00	0.00	17,067.00	100.0%	0.00	853.35	
AEA #02: CPR 007 Door Change w/ Ramp & Landing Change Garza Elementary	2,911.00	2,911.00	0.00	0.00	2,911.00	100.0%	0.00	145.55	
AEA #03: CPR 008 Additional Demo Under Grade Beams Garza Elementary	3,050.00	3,050.00	0.00	0.00	3,050.00	100.0%	0.00	152.50	
AEA #04: CPR 014 Abatement Garza Elementary	6,938.00	6,938.00	0.00	0.00	6,938.00	100.0%	0.00	346.90	
AEA #06: CPR 019 Steel Joist Reinforcement Garza Elementary	17,000.00	17,000.00	0.00	0.00	17,000.00	100.0%	0.00	850.00	
AEA #05: CPR 015 2 Coats of Wax	576.00	576.00	0.00	0.00	576.00	100.0%	0.00	28.80	
AEA #07: CPR 021 2 Additional Coats of Wax	426.00	426.00	0.00	0.00	426.00	100.0%	0.00	21.30	
AEA #08: CPR 023 Additional Faucets to Serving Line	172.50	172.50	0.00	0.00	172.50	100.0%	0.00	8.63	
AEA #09: CPR 024 Ceiling Tile Replacement	4,925.00	4,925.00	0.00	0.00	4,925.00	100.0%	0.00	246.25	
AEA #10 CPR 026 Stainless Steel Tables	675.00	675.00	0.00	0.00	675.00	100.0%	0.00	33.75	
AEA #11: CPR 031 Painting of Existing Wall Tile	1,504.00	1,504.00	0.00	0.00	1,504.00	100.0%	0.00	75.20	
AEA #12: CPR 033 Painting of Exterior Gate	533.00	533.00	0.00	0.00	533.00	100.0%	0.00	26.65	
AEA #13: CPR 027 Data Racks	1,951.95	1,951.95	0.00	0.00	1,951.95	100.0%	0.00	97.60	
AEA #14: CPR 036 Additional Power to Time Clocks	892.21	892.21	0.00	0.00	892.21	100.0%	0.00	44.61	
AEA #15: CPR 037 Installation of Feeders for Transformer	17,058.45	17,058.45	0.00	0.00	17,058.45	100.0%	0.00	852.92	
Finishes									
Moisture Resistant Ceiling for Kitchen	25,647.00	25,647.00	0.00	0.00	25,647.00	100.0%	0.00	1,282.35	
Equipment (Kitchen Walk In Cooler & Refrigeration)									

<u>Kolpack Refrigeration Rack</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	11,325.00	11,325.00	0.00	0.00	11,325.00	100.0%	0.00	566.25	
<u>Refrigeration Cooler & Freezer Condensation & Evaporators</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	11,326.00	11,326.00	0.00	0.00	11,326.00	100.0%	0.00	566.30	
<u>Kolpack two compartment Walk In Cooler Assembly</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	11,325.00	11,325.00	0.00	0.00	11,325.00	100.0%	0.00	566.25	
<u>Captive Aire Exhaust Hood & Exhaust Fan</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	11,326.00	11,326.00	0.00	0.00	11,326.00	100.0%	0.00	566.30	
<u>Refrigeration for New Refrigeration Unit at Walk In Cooler / Freezer</u>									
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Labor	11,325.00	11,325.00	0.00	0.00	11,325.00	100.0%	0.00	566.25	
Plumbing Upgrades for New Kitchen									
Labor	52,467.00	52,467.00	0.00	0.00	52,467.00	100.0%	0.00	2,623.35	
Material	25,000.00	25,000.00	0.00	0.00	25,000.00	100.0%	0.00	1,250.00	
Fixtures	26,000.00	26,000.00	0.00	0.00	26,000.00	100.0%	0.00	1,300.00	
HVAC									
Labor	150,000.00	150,000.00	0.00	0.00	150,000.00	100.0%	0.00	7,500.00	
Material	200,676.00	200,676.00	0.00	0.00	200,676.00	100.0%	0.00	10,033.80	
Electrical									
Labor	202,244.00	202,244.00	0.00	0.00	202,244.00	100.0%	0.00	10,112.20	
Material	35,000.00	35,000.00	0.00	0.00	35,000.00	100.0%	0.00	1,750.00	
Gear	85,000.00	85,000.00	0.00	0.00	85,000.00	100.0%	0.00	4,250.00	
Woodrow Wilson Elem. School									
Owner Contingency	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Steel Allowance	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Supervision	76,140.00	76,140.00	0.00	0.00	76,140.00	100.0%	0.00	3,807.00	
P&P Bonds & Insurances	27,976.00	27,976.00	0.00	0.00	27,976.00	100.0%	0.00	1,398.80	
Building Permit	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00	
Mobilization	7,500.00	7,500.00	0.00	0.00	7,500.00	100.0%	0.00	375.00	
Existing Conditions (Selective Interior Demolition)									
Labor	47,763.00	47,763.00	0.00	0.00	47,763.00	100.0%	0.00	2,388.15	
Material		0.00	0.00	0.00	0.00	0.0%	0.00	0.00	
Concrete									
Labor	15,000.00	15,000.00	0.00	0.00	15,000.00	100.0%	0.00	750.00	
Material	10,424.00	10,424.00	0.00	0.00	10,424.00	100.0%	0.00	521.20	
Masonry									
Labor	23,367.00	23,367.00	0.00	0.00	23,367.00	100.0%	0.00	1,168.35	
Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Metals-Structural Steel									
Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00	
Material	15,270.00	15,270.00	0.00	0.00	15,270.00	100.0%	0.00	763.50	
Wood, Plastics, & Composites									
Labor	2,905.00	2,905.00	0.00	0.00	2,905.00	100.0%	0.00	145.25	
Material		0.00	0.00	0.00	0.00	0.0%	0.00	0.00	
Thermal & Moisture Protection									
Labor	9,969.00	9,969.00	0.00	0.00	9,969.00	100.0%	0.00	498.45	
Material	5,000.00	5,000.00	0.00	0.00	5,000.00	100.0%	0.00	250.00	
Openings									
Labor	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00	
Material	47,000.00	47,000.00	0.00	0.00	47,000.00	100.0%	0.00	2,350.00	
Finishes									

Gypsum Wallboard (Materials)	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
Gypsum Wallboard (Labor)	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Slip Resistant Floor/Wall Tile for Sanitation in Kitchen (Materials)	16,000.00	16,000.00	0.00	0.00	16,000.00	100.0%	0.00	800.00
Slip Resistant Floor/Wall Tile for Sanitation in Kitchen (Labor)	16,560.00	16,560.00	0.00	0.00	16,560.00	100.0%	0.00	828.00
Interior & Exterior Painting EPOXY for Sanitation in Kitchen (Materials)	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
Interior & Exterior Painting EPOXY for Sanitation in Kitchen (Labor)	10,000.00	10,000.00	0.00	0.00	10,000.00	100.0%	0.00	500.00
Specialties								
Signage (Materials)	11,307.00	11,307.00	0.00	0.00	11,307.00	100.0%	0.00	565.35
Signage (Labor)		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Restroom Accessories (Materials)		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Restroom Accessories (Labor)		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Plumbing (Grease Trap)								
Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.0%	0.00	100.00
Material	8,000.00	8,000.00	0.00	0.00	8,000.00	100.0%	0.00	400.00
Communications (Data Rough In for New Point of Sales Equipment)								
Labor	1,084.00	1,084.00	0.00	0.00	1,084.00	100.0%	0.00	54.20
Material	1,500.00	1,500.00	0.00	0.00	1,500.00	100.0%	0.00	75.00
Earthwork								
Labor	4,000.00	4,000.00	0.00	0.00	4,000.00	100.0%	0.00	200.00
Material	6,690.00	6,690.00	0.00	0.00	6,690.00	100.0%	0.00	334.50
Exterior Improvements								
Labor		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Material		0.00	0.00	0.00	0.00	0.0%	0.00	0.00
Contingency Change Orders								
AEA #01: CPR 006 Cafeteria VCT Change Wilson Elementary	19,491.00	19,491.00	0.00	0.00	19,491.00	100.0%	0.00	974.55
AEA #02: CPR 0010 Addition Floor Sinks in Janitor Room and Restroom Wilson Elementary	1,310.00	1,310.00	0.00	0.00	1,310.00	100.0%	0.00	65.50
AEA #03: CPR 0013 Skim Coat of Office Wall Wilson Elementary	638.00	638.00	0.00	0.00	638.00	100.0%	0.00	31.90
AEA #06: CPR 017 Additional Sanitary Sewer Connection	5,931.00	5,931.00	0.00	0.00	5,931.00	100.0%	0.00	296.55
AEA #05: CPR 018 Condensate Drain Line Change Wilson Elementary	810.00	810.00	0.00	0.00	810.00	100.0%	0.00	40.50
AEA #04: CPR 015 2 Coats of Wax	576.00	576.00	0.00	0.00	576.00	100.0%	0.00	28.80
AEA #07: CPR 021 2 Additional Coats of Wax	426.00	426.00	0.00	0.00	426.00	100.0%	0.00	21.30
AEA #08: CPR 023 Additional Faucets to Serving Line	172.50	172.50	0.00	0.00	172.50	100.0%	0.00	8.63
AEA #09: CPR 025 Backflow Preventer	587.00	587.00	0.00	0.00	587.00	100.0%	0.00	29.35
AEA #10: CPR 026 Stainless Steel Tables	338.00	338.00	0.00	0.00	338.00	100.0%	0.00	16.90
AEA #11: CPR 029 Additional Paint to CMU wall and Tile	2,726.00	2,726.00	0.00	0.00	2,726.00	100.0%	0.00	136.30
AEA #12: CPR 030 Additional Furr Out by Walk-In Cooler	400.00	400.00	0.00	0.00	400.00	100.0%	0.00	20.00
AEA #13: CPR 035 Additional Paint to Furr Out by Walk-In Cooler	487.00	487.00	0.00	0.00	487.00	100.0%	0.00	24.35
Finishes								
Moisture Resistant Ceiling for Kitchen	22,628.00	22,628.00	0.00	0.00	22,628.00	100.0%	0.00	1,131.40
Equipment (Kitchen Walk In Cooler & Refrigeration)								
<u>Kolpack Refrigeration Rack</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	11,373.00	11,373.00	0.00	0.00	11,373.00	100.0%	0.00	568.65
<u>Refrigeration Cooler & Freezer Condensation & Evaporators</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	11,374.00	11,374.00	0.00	0.00	11,374.00	100.0%	0.00	568.70
<u>Kolpack two compartment Walk In Cooler Assembly</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	11,373.00	11,373.00	0.00	0.00	11,373.00	100.0%	0.00	568.65
<u>Captive Aire Exhaust Hood & Exhaust Fan</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	11,374.00	11,374.00	0.00	0.00	11,374.00	100.0%	0.00	568.70
<u>Refrigeration for New Refrigeration Unit at Walk In Cooler / Freezer</u>								
Equipment	20,000.00	20,000.00	0.00	0.00	20,000.00	100.0%	0.00	1,000.00
Labor	11,374.00	11,374.00	0.00	0.00	11,374.00	100.0%	0.00	568.70
Plumbing Upgrades for New Kitchen								
Labor	62,320.00	62,320.00	0.00	0.00	62,320.00	100.0%	0.00	3,116.00

	<i>Material</i>	27,000.00	27,000.00	0.00	0.00	27,000.00	100.0%	0.00	1,350.00
	<i>Fixtures</i>	26,000.00	26,000.00	0.00	0.00	26,000.00	100.0%	0.00	1,300.00
	HVAC								
	<i>Labor</i>	98,154.00	98,154.00	0.00	0.00	98,154.00	100.0%	0.00	4,907.70
	<i>Material</i>	145,000.00	145,000.00	0.00	0.00	145,000.00	100.0%	0.00	7,250.00
	Electrical								
	<i>Labor</i>	153,741.00	153,741.00	0.00	0.00	153,741.00	100.0%	0.00	7,687.05
	<i>Material</i>	30,000.00	30,000.00	0.00	0.00	30,000.00	100.0%	0.00	1,500.00
	<i>Gear</i>	40,000.00	40,000.00	0.00	0.00	40,000.00	100.0%	0.00	2,000.00
	GRAND TOTAL	6,157,444.43	6,157,444.43	0.00	0.00	6,157,444.43	100.0%	0.00	0.00

AIA DOCUMENT G703

CONTINUATION SHEET

APRIL 1978 EDITION

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: 
Sonia Esquivel (Apr 2, 2024 19:30 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 3, 2024 08:21 CDT)

EVALUATION MATRIX
2024-1037 FRESH PRODUCE FOR CHILD NUTRITION PROGRAM

Criteria	Max. Pts. 100	BROTHERS PRODUCE OF AUSTIN INC	BUSTER LIND PRODUCE INC	NICO PRODUCE CO INC
RANKING		3	1	2
Total Points	100	85	99	87
1 Price	50	41.2	50	42.4
Bid item total price for Week of March 11, 2024 - March 15, 2024		<i>\$1,006.60</i>	<i>\$828.80</i>	<i>\$977.05</i>
2 Reputation of the vendor and of the vendor's goods or services;	3	3	3	3
Previous experience of similar scope and size = 1 point per reference (MAX 3 pts.)		<i>3 references</i>	<i>3 references</i>	<i>3 references</i>
3 The quality of the vendor's goods or services	20	20	20	20
Excellent/Good = 20 pts.; Fair (inferior products replaced promptly)=10 pts. Poor (unusable) = 0		<i>Excellent/Good</i>	<i>Excellent/Good</i>	<i>Excellent/Good</i>
4 The extent to which the goods or services meet District's needs	16	12	16	16
USDA approved facilities	5	5	5	5
yes = 5 point; no = 0 points		<i>yes</i>	<i>yes</i>	<i>yes</i>
HACCP plan in place	4	0	4	4
yes = 4 points; no = 0 points		<i>no</i>	<i>yes</i>	<i>yes</i>
Proof of insurance	3	3	3	3
yes = 3 points; no = 0 points		<i>yes</i>	<i>yes</i>	<i>yes</i>
Current Local Health Department inspections	4	4	4	4
no finding=4 pts; corrected findings=2 pts; findings not corrected/none submitted=0 pnts.		<i>no finding</i>	<i>no finding</i>	<i>no finding</i>
5 Past Relationship with District	0	0	0	0
6 HUB	1	0	0	0
Yes = 1 point No = 0		<i>no</i>	<i>no</i>	<i>no</i>
7 Total long-term cost to the district to acquire the vendor's goods or services	5	4.12	5.0	4.24
Annual Cost (48 weeks)		<i>\$48,316.80</i>	<i>\$39,782.40</i>	<i>\$46,898.40</i>
8 Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state	1	1	1	1
Located in Texas Yes = 1 point No = 0		<i>Texas</i>	<i>Texas</i>	<i>Texas</i>
9 Any other relevant factor specifically listed in the request for bids or proposals.	4	3.5	3.5	0.5
All Buy American documentation	3	3	3	0
Complete/All domestic = 3 points; Incomplete = 2 points No = 0 points		<i>Complete</i>	<i>Complete</i>	<i>None Submitted</i>
Produced, processed, or grown in the state	1	0.5	0.5	0.5
within 50 miles of McAllen .5 point; Geo Local Farmer (Region 1) Preference = 1 point	49	<i>Harlingen</i>	<i>Edinburg</i>	<i>Edinburg</i>

QUALIFIED VENDORS
Request for Proposal No. 2024-1037
Fresh Produce for Child Nutrition Program

No.	Vendor Name	City	State	Recommendation
1	Buster Lind Produce Inc	Edinburg	TX	Qualified
2	Nicho Produce Co., Inc.	Edinburg	TX	Qualified
3	Brothers Produce of Austin, Inc. dba Brothers Foodservice	Austin	TX	Qualified

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: *John J. Cavazos*
John J. Cavazos (Apr 1, 2024 15:06 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 2, 2024 09:38 CDT)

STATE OF TEXAS

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COUNTY OF HIDALGO

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO, TEXAS AND MCALLEN INDEPENDENT SCHOOL DISTRICT.**

This Memorandum of Understanding, hereinafter, “Agreement” is made on this _____ day of _____, 20____ by and between **THE COUNTY OF HIDALGO, TEXAS** by and through its **HIDALGO COUNTY JUVENILE BOARD**, hereinafter referred to as “HCJB”, with administrative offices located at 1001 N. Doolittle Road., Edinburg, Texas, 78540, and **MCALLEN INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as “District”, located at 2000 N. 23rd Street, McAllen, Texas 78501; referred to collectively as “the Parties”.

I. Background and Purpose

1.1 Chapter 37 of the Texas Education Code requires that the HCJB establish and operate a Juvenile Justice Alternative Education Program ("JJAEP") for youth who are expelled from school for the offenses described in Section 37.007 (a), (d), and if applicable under Texas Education Code §37.007(e), § 37.007(i) or §37.304. School districts may contract with the HCJB for placement of students in the JJAEP who are expelled from school for the offenses described in Texas Education Code §37.007 (b), (c) (f) and (e) if not officially arrested, charged and referred to HCJB under Texas law. School districts may also place students in the JJAEP pursuant to other provisions of the Texas Education Code (§37.0081 and §37.305). Unless otherwise stated, all references to section and chapter numbers are to the Texas Education Code.

1.2 The purpose of this Memorandum of Understanding is to set forth the duties and responsibilities of HCJB and the District regarding the operation of the Hidalgo County JJAEP and to comply with the requirements of Section 37.011 (k), (l), and (m).

II. Goals

2.1 The major goals for the JJAEP are: (1) to provide a continuum of educational services to students; (2) to establish consistency, predictability, and appropriateness of student placement following expulsions from regular schools or alternative education programs; (3) to return students to a regular school setting when appropriate; (4) to impress upon youth that there are progressive sanctions for misconduct in the public school setting; and (5) to provide educational options for the juvenile courts.

III. Student Eligibility

3.1 Attendance at the JJAEP for the category of students described in subsections A ("Category A") and D ("Category D"), excluding D (3) below, of this section is mandatory. For the categories of students described in subsections B ("Category B"), C ("Category C") and D (3) of this section, the District may elect whether or not to enroll these students in the JJAEP. By completing the appropriate portions of Attachment "A" hereto, the District must indicate which categories of students may attend the JJAEP. If the District elects not to offer the JJAEP as a post-

expulsion placement option for Category B and C students who are under the age of eighteen (18), the JJAEP is not responsible for the education of these students.

- A. Students shall be placed in the JJAEP in those cases where they are expelled and have been officially charged, arrested and referred to the Hidalgo County Juvenile Probation Department for committing one of the offenses enumerated under Section 37.007(a), (d), (e) or (i) ("Category A - mandatory offenses"). Students who are charged with and expelled for Category A offenses, but who have not had a finding entered by the Court regarding delinquency, are included in the Category A definition. JJAEP funding for Category A students is provided to the HCJB by the Texas Juvenile Justice Department ("TJJD").

- B. If a student is expelled from the District for committing a Category A offense but
 - (1) is not charged, arrested and referred to the Hidalgo County Juvenile Probation Department for an offense listed in Section 37.007 (a), (d), (e) or (i);
 - (2) a determination is made under Family Code Section 53.01 that the person referred to juvenile court was not a "child" as that term is defined by Family Code Section 51.02(2);
 - (3) a determination is made that no deferred prosecution or formal court proceedings will be initiated against the child;
 - (4) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice; or
 - (5) the child was adjudicated but no disposition was or will be ordered by the court the student may be readmitted to the District at the District's discretion and in accordance with the requirements of this Memorandum of Understanding. Such students are referred herein to as having committed Category B - discretionary, non-court ordered offenses. The District shall fully and fairly examine the circumstances surrounding the case of each such student, and, where appropriate, consult with the District Attorney's Office, the Juvenile Probation Department and the student's parents. Following this examination, the District is authorized to admit the student unconditionally, to admit the student to a District alternative education program, or, pursuant to the provisions of this Memorandum of Understanding, provide that the student continue the student's placement at the JJAEP for the remaining period of the student's expulsion or for a minimum period of six (6) weeks, whichever is greater. JJAEP funding for Category B students shall be provided by the District.

- C. A student may be expelled from the District
 - (1) for committing an offense described in Section 37.007 (b) or (f), or for engaging in serious misbehavior covered by Section 37.007 (c); or
 - (2) after an opportunity for a hearing pursuant to Section 37.0081 ("Category C offenses"). The District has attached as Attachment "B" hereto those categories of conduct the District has defined in the District's student code of conduct as constituting serious misbehavior for which a student may be placed in the JJAEP. JJAEP funding for Category C students is provided by the District.

- D. Pursuant to Section 37.303, on receiving notice under Article 15.27, Code of Criminal Procedure, or Chapter 62, Code of Criminal Procedure, that a student is required to register as a sex offender under that chapter, the District shall, in the case of (1) and (2) below, and may, in the case of (3) below, remove the student from the regular classroom and shall place the student in the JJAEP if:
 - (1) the student is under any form of court supervision, including probation, community supervision or parole; or
 - (2) the student is not under any form of court supervision and District determines that the student's presence in the regular classroom (i) threatens the safety of other students or teachers, (ii) will be detrimental to the educational process or (iii) is not in the best interests of the District's students; or.
 - (3) the student is not under any form of court supervision but the District did not make the determination set forth in (2) above.

3.2 Students who commit Category B and C offenses on or after the beginning of the District's **2024-2025** academic year may attend the JJAEP in accordance with the terms of this Memorandum of Understanding. Students expelled for Category A offenses in **2024** but who were expelled by the District prior to the beginning of the District's **2024-2025** school year and who were adjudicated and placed on probation under Family Code Section 54.04, or who were placed on deferred prosecution under Family Code Section 53.03, shall attend the JJAEP for the remainder of their expulsion period or for the period the student is on court-ordered probation or deferred prosecution. JJAEP funding for these students is reimbursed by the TJJD.

3.3 Students expelled from the District for Category A offenses in **2024**, but who were expelled prior to the beginning of the District's **2024-2025** school year and who were neither adjudicated and placed on probation under Family Code Section 54.04, nor placed on deferred prosecution under Family Code Section 53.03, shall attend the JJAEP for the remainder of their expulsion period or for the period the student is subsequently placed on court

deferred prosecution and shall be funded by appropriations provided by the TJJD, unless the District is notified by a representative of the HCJB that (1) no deferred prosecution or formal court proceedings will be initiated involving the child; or (2) the court or jury finds that the child did not engage in delinquent conduct or conduct indicating a need for supervision and the case has been dismissed with prejudice. In these cases the District may provide for the student's continued placement in the JJAEP as a Category B student for a minimum period of at least six (6) weeks.

3.4 Category D students shall be placed with the JJAEP as required by subchapter I of Chapter 37, and funding for such students shall be as set forth in such subchapter.

3.5 The District may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) only after a duly constituted Admission Review and Dismissal (ARD) committee determines that the alleged misconduct is not related to the student's disabilities. After making such a determination the District's ARD committee shall determine what services, if any, are necessary to comply with IDEA. The District shall remain responsible for making available the special education services necessary to implement the student's individual education plan (IEP). The District may make such services available in conjunction with the JJAEP or at a separate time and location, at the discretion of the District. If the District chooses to make such services available in conjunction with the JJAEP, the District shall cooperate with the JJAEP to minimize disruption of the JJAEP. If the District requires the student to leave the JJAEP for education services, the IEP will include the need for transportation as a related service. A representative of the JJAEP may attend the ARD committee meeting. If a JJAEP facility is located within the District, the District is not required to provide any services to students assigned to the JJAEP facility who are not residents of the District, unless under contract with the student's home school district, the District assumes responsibility for IDEA compliance.

3.6 If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to the student's school district of residence for referral and evaluation in accordance with applicable statutes and regulations.

3.7 Any student who does not meet the eligibility requirements of this Memorandum of Understanding is not entitled to educational services by the JJAEP.

3.8 The District may at all times exercise any discretion available under the law. This Agreement does not in any way diminish or restrict any of the District's authority to determine appropriate student discipline or placement. The parties will communicate with each other in good faith to address any issues arising out of placement decisions.

IV. Juvenile Probation

4.1 By executing this Memorandum of Understanding, the District does not authorize any court to order a student expelled under Section 37.007 (a), (d),(e) or (i) to attend a regular program, a regular campus, or a District alternative education program as a condition of probation, nor shall any court be authorized to order a student expelled under Section 37.007 (b), (c) or (f),

where the District has stipulated that such student shall be placed in the JJAEP in accordance with the terms and conditions of this Memorandum of Understanding, to attend a regular program, a regular campus, or a District alternative education program as a condition of probation. Both the District and the HCJB agree that no court has such authority pursuant to this Memorandum of Understanding.

V. Expedited Processing

5.1 Consistent with the Texas Education Code, the parties hereto agree to use their best efforts to expedite the administrative and judicial processing of all cases related to this Memorandum of Understanding.

VI. Funding

6.1 Funding for the JJAEP is provided by the state through the TJJD for all Category A students who must attend the JJAEP, and the District shall not assume any financial liability for such students. The District may contract with the HCJB to provide an educational placement for all Category B and Category C students, according to the terms and conditions set forth in Attachment "A" hereto, the contents of which are incorporated herein as if fully set forth in this Memorandum of Understanding. Funding for the JJAEP with respect to Category D students is provided pursuant to Section 37.310

VII. Responsibilities of the HCJB

7.1 The HCJB shall establish and operate the JJAEP as required by Section 37.011 and in accordance with applicable state and federal law. Other than for transportation services for Category B and C students attending the JJAEP (unless transportation is provided by the HCJB in accordance with section 8.1 hereof), and for providing the services described on Attachment "C" hereto for the transitioning of expelled students to the District prior to completion of the student's placement in the JJAEP, the District is not responsible for any aspect of the operation of the JJAEP unless expressly provided in this Memorandum of Understanding. The HCJB is not responsible for providing services to any student for whom it does not receive funding from either the TJJD or the District.

VIII. Transportation Services

8.1 Unless otherwise notified by HCJB in writing, the District shall be responsible for providing transportation services for Category B and C students attending the JJAEP who reside within the boundaries of the District.

IX. Emergency Closure

9.1 In the event either the District or the JJAEP is closed due to disaster, flood, extreme weather condition or other calamity, (" Emergency Closure Days") the District shall provide the HCJB within ten (10) days of receipt the following:

- A. notification to HCJB of any waiver(s) filed by the District relating to Emergency Closure Days; and
- B. Updates and/or written status reports concerning any and all waivers filed by District relating to Emergency Closure Days.

X. Terms and Conditions of Entrance

10.1 Upon placement of a student in the JJAEP, the District shall forward to the JJAEP the same records it is required to forward to another public school when a student transfers, including, but not limited to, the following student records:

- A. For students in middle school, the student's Middle School Plan;
- B. For students in grades 9-12, the student's Graduation Plan;
- C. The student's current transcript including all achievement test records;
- D. Withdrawal form, which shall indicate the student's list of current courses in which they are enrolled, the earned grade and the textbook and other instructional resources being used with that subject;
- E. The student's Texas Assessment of Knowledge Skills summary sheet, as applicable;
- F. The student's previous year's attendance record;
- G. The student's current year's attendance record; and
- H. The student's IEP, in accordance with section 3.5 of this Memorandum of Understanding.

XI. Length of Student Placement

11.1 Unless otherwise provided for in this Memorandum of Understanding, each student who is expelled for Category A offenses must immediately, or as soon as practical, attend the JJAEP until: (1) the student completes the court-imposed requirements or as otherwise provided in Section 37.011(i); or (2) it is determined that the court will not exercise jurisdiction over the student based on the criteria set forth in Section 52.041 (c) and (d), Family Code.

11.2 Category B and C students identified in section 3.1B and C(1) hereof shall attend the JJAEP for the period of the individual student's expulsion; provided, however, that the student will remain in the JJAEP for a minimum period of at least six (6) weeks. Category C students identified in section 3.1C (2) shall attend the JJAEP until such time as designated in Subsection 37.0081(d).

11.3 Category D students identified in section 3.1D (1) hereof shall attend the JJAEP for at least one semester. If a student transfers to the District during the student's mandatory placement in an alternative education program pursuant to Section 37.304(a), the District may require the student to complete a semester in the JJAEP in addition to the time spent in the alternative education program in the district from which the student transfers or may count any time spent in an alternative education program in the district from which the student transfers toward the mandatory placement requirement. Category D students identified in section 3.1D(3) whom the District places in the JJAEP shall attend the JJAEP for one semester. The District shall convene a committee as required pursuant to Section 37.306 to determine whether Category D students shall remain in the JJAEP.

11.4 In the event any applicable law requires placement of a student in the JJAEP for a longer period than set forth above in this article VII, such placement shall be extended as so required by applicable law. Notwithstanding any provision in this Agreement, including, but not limited to provisions specifying a length of placement, the District may at any time exercise any authority it may have to require a placement for a term of any length that is deemed appropriate by the District. This Agreement does not in any way diminish the District's ability to determine and impose a placement for a term of any length. The parties will communicate with each other in good faith to address any issues arising out of placement decisions.

XII. Special Populations

12.1 JJAEP, in collaboration with the District, shall ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the student's Individualized Education Program ("IEP") established by a duly constituted Admission, Review, and Dismissal ("ARD") committee in accordance with Section 37.004 of the Education Code. The District must provide JJAEP with the most recent full and complete ARD meeting paperwork, the manifestation determination ARD meeting paperwork, and the most recent evaluation of eligibility for special education services for each eligible student. JJAEP shall maintain these documents for each eligible special education student enrolled at JJAEP.

12.2 JJAEP, in collaboration with the District, shall ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to meet the student's needs as determined by a Language Proficiency Assessment Committee ("LPAC"). The District must provide JJAEP with documentation of LPAC determinations for each eligible student. JJAEP shall maintain this documentation for each eligible non-English speaking student and each student who speaks English as a second language.

12.3 JJAEP, in collaboration with the District, shall ensure that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address the student's needs as determined by a Section 504 committee. The District must provide JJAEP with documentation of Section 504 eligibility determinations for each eligible student. JJAEP shall maintain this documentation for each eligible Section 504 student.

XIII. Administration of the State of Texas Assessment of Academic Readiness (“STAAR”), End Of Course (“EOC”) and Any and All State Required Tests

13.1 In accordance with Section 37.011, the following responsibilities are assigned for administering the STAAR, EOC and all other state required assessments (the “Assessments”) as applicable, to students enrolled in the JJAEP:

- A. The District shall be responsible for securing and delivering to the JJAEP director or the director’s designee all secured test materials at least one day before the day in which the Assessments, as applicable, are to be administered.
- B. The JJAEP shall be responsible for acquiring all non-secured test materials which shall be made available to students enrolled in the JJAEP on the day the Assessments, as applicable, are to be administered.
- C. The JJAEP shall be responsible for administering the Assessments, as applicable, to those students enrolled in the JJAEP.
- D. The District shall be responsible for retrieving at the JJAEP site all Assessments, as applicable, answer sheets and other secured test materials attributed to the District's students which are enrolled at the JJAEP.
- E. The JJAEP shall be responsible for returning all non-secured material to the appropriate TEA contracted agent.

XIV. Terms and Conditions of Exit

14.1 Upon JJAEP’s determination of the date of a student’s release from JJAEP, in accordance with Section 37.023 of the Education Code, JJAEP shall, as soon as practicable, provide written notice of that date to the student’s parent or guardian and the administrator of the campus to which the student intends to transition. In addition, JJAEP shall provide the campus administrator with an assessment of the student’s academic growth while attending JJAEP and the results of any assessment instruments administered to the student.

14.2 A teacher employed by the JJAEP who holds a certification granted under Section 21.003(a) must review all academic work of the student prior to the student's exit from the JJAEP and return to the District, and must certify completion of course work based upon a determination that the student has mastered the essential knowledge and skills for a course at the seventieth percentile pursuant to Section 28.002 of the Education Code. In accordance with Section 37.011(d), such certification must be accepted by the District and all course credit earned by the student while at the JJAEP shall be reflected on the student's District transcript.

XV. Confidentiality

15.1 The Parties understand and acknowledge that some of the information provided during the Agreement may be subject to statutory prohibitions to disclosure and as such, is not to be disclosed to any party not subject to this agreement. Both Parties agree to maintain the confidentiality of the information in the same manner as the original custodian of records is so required. Both Parties agree and acknowledge that they may be required to maintain confidentiality of the information under the laws of the State of Texas and the United States.

XVI. Liabilities

16.1 This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties. The parties do not intend that any non-party, including, but not limited to, any student, parent, or other person or entity, have any right to enforce any part of this Agreement.

XVII. Miscellaneous

17.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

17.2 **Nature of Relationship:** Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or joint venture or any association between the Parties, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. The Parties shall maintain exclusive control, direction and management of their own employees, and the other shall have no rights with respect thereto.

17.3 **Entire Agreement:** This Agreement contains the entire Agreement of the parties with respect to the matters covered by its terms. No other agreements, statement or promise made by any party or to any employee, officer or agent of any party, that is not contained in this Agreement, will be of no force or effect, unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

17.4 **Additional Documents:** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as, are, or may, become necessary or convenient to effectuate and carry out the terms of this Agreement, including, but not limited to collaboration in the creation of shared forms.

17.5 **Modification:** This Agreement shall constitute the entire understanding of the Parties and shall supersede any prior agreement. This Agreement may be modified at any time in writing only by the mutual consent of both parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

17.6 If any provision, section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof continue in full force and effect.

17.7 This Memorandum of Understanding is executed in multiple originals, each of which shall have the full force and effect of an original document, and each of which shall constitute but one and the same instrument.

17.8 **Non-Discrimination:** The Agreement, all related activities and programs offered under this Agreement by the Parties shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or HCJB and/or District policy, including and without limitation to race, color, national origin, religion, sex, gender, age, veteran status, or disability.

17.9 **Authority to Execute:** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the participating Parties in accordance with its terms.

XVIII. Term of Agreement

18.1 This Memorandum of Understanding is effective August 1, 2024 through July 31, 2025.

XIX. Notices

19.1 All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt requested, to the following address:

TO MCALLEN INDEPENDENT SCHOOL DISTRICT:
Dr. René Gutiérrez, Ed.D. Superintendent 2000
N. 23rd Street
McAllen, Texas 78501

TO COUNTY OF HIDALGO:
Judge Mario E. Ramirez, Jr.,
Juvenile Justice Center
Attn: Maryann Denner
Director / Chief Juvenile Probation Officer
1001 N. Doolittle Road,
Edinburg, Texas 78540

EXECUTED this the _____ day of _____, 20_____.

JUDGE MARIO E. RAMIREZ, JR., JUVENILE JUSTICE CENTER OF HIDALGO COUNTY

By: _____
Maryann Denner, Director and
Chief Juvenile Probation Officer

HIDALGO COUNTY JUVENILE BOARD

By: _____
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer


MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Printed Name: Debbie Crane Aliseda
Title: Board of Trustees President

ATTEST:

Sofia M. Peña
Board of Trustees Secretary

Approved as to form:

By:  _____
JOHNATHAN BALL (Mar 25, 2024 14:18 CDT)
Johnathan Ball, Staff Attorney

Attachment "A"

**MCALLEN INDEPENDENT SCHOOL DISTRICT
Reservation of Student Spaces and Schedule of Payments for JJAEP
School Year 2024-2025**

The McAllen Independent School District (the "District") reserves the number of spaces for the 2024-2025 students identified as Category B and Category C students using the following chart. "Yes" entries in the option selections column indicate that these students will be placed in the JJAEP. If the "No" option is selected, the JJAEP is not responsible for the education of students in these categories.

Please identify the number of full time equivalent spaces that the District wishes to reserve for the entire year, which may vary from the number of individual students who are expelled during the year.

Category of Students	Optional Selections Yes/No	Number of Student Spaces Anticipated/Reserved
Total Number of Student Spaces Anticipated for Category A Offenses (Mandatory)		10
Category B Offenses (FALL SEMESTER, Only) (Optional - Students expelled for mandatory reasons but who cannot or will not be adjudicated for that offense)		
Category B Offenses (SPRING SEMESTER, Only)		
Category C Offenses (FALL SEMESTER, Only) (Optional - Students expelled for 37.007 (b), (c), and (e) student code of conduct violation)		
Category C Offenses (SPRING SEMESTER, Only)		
Total Number of Student Spaces Reserved for Category B and C Students		10

The District agrees to budget \$110.00 per student per enrolled day for the 2024-2025 school year for each non-mandatory (Category B and Category C) student space reserved in the JJAEP, the total budgeted amount being \$40,000.00. The budgeted amounts will be paid by the District to the JJAEP in two equal installments for student spaces reserved. The Fall semester installment shall be due on or before September 2, 2024. The Spring Semester installment shall be due on or before January 2, 2025. Payments must be made to the Hidalgo County Treasurer, 2810 S. Business Hwy 281, Edinburg, Texas 78539-6243.

At the end of the school year, the JJAEP shall refund to the District the sum of \$110.00 per student day paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided, however, that the District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend. Any remaining funds held by the JJAEP shall be distributed to the HCJB and these funds shall be used at the HCJB's discretion for JJAEP programmatic and administrative purposes.

With the prior approval of the JJAEP, the District may enroll additional Category B and Category C students in the JJAEP in excess of the number of those student spaces reserved at a rate of \$125.00 per student per enrolled day for each student placement in excess of spaces reserved.

In the event the JJAEP or the District's participation in the program is terminated prior to July 31, 2025, the JJAEP shall refund to the District all funds paid by District to reserve student spaces for which no student was assigned by District to such space for any day during such school year, provided, however, that District shall not be refunded any sums of money for any day a student of District was assigned to such space but the student did not attend.

Pursuant to Section 37.0081(g) of the Education Code, notwithstanding anything to the contrary contained herein, with respect to each of the District's Student's placed under Section 37.0081 of the Education Code with the JJAEP, the District shall reimburse the JJAEP for the actual cost incurred each day for the student while the student is enrolled in the JJAEP. The amounts paid as specified in the prior paragraphs of this Attachment shall be considered an estimate, and any adjustment to the amounts actually paid shall be made promptly upon the determination by the HJCB of the actual cost incurred by the JJAEP based on the HCJB's annual audit.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or
 - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled.

Any Location

A student may be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
 - Inciting violence against a student through group bullying.
 - Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
 - Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
 - Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
- Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.

- Murder.
- Capital murder.
- Criminal attempt to commit murder or capital murder.
- Aggravated robbery.
- Breach of computer security.
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct.

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson.
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.

- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law.
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law.
- Possession of a firearm, as defined by federal law.

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

Attachment “C”

Plan for the Transitioning of Expelled Students Prior to Completion of JJAEP Placement Page 8, Section 14.1 & 14.2

An individual plan to provide transitional services for a student scheduled to return to a McAllen ISD school from a JJAEP placement shall be developed. The written plan shall be completed prior to the student’s return to home campus. The plan shall include transitioning high school students into the High School Transitional Program or the In-School Suspension Class/Program for middle school students, and will provide for academic and counseling services and shall be developed in consultation with and shared with appropriate JJAEP staff members, the student’s parent(s) or guardian(s) and the home school teacher(s) assigned to work with the student.

2024



2025

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
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28	29	30	31			

AUGUST						
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SEPTEMBER						
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OCTOBER						
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27	28	29	30	31		

NOVEMBER						
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DECEMBER						
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22	23	24	25	26	27	28
29	30	31				

2024 - 2025

McAllen ISD Board Approved ACADEMIC CALENDAR (Approved 2/12/24)

REPORTING PERIODS				
FIRST DAY OF SCHOOL - August 19, 2024				
FALL SEMESTER				
1st SW	August 19, 2024	TO	September 27, 2024	29 DAYS
2nd SW	September 30, 2024	TO	November 1, 2024	24 DAYS
3rd SW	November 4, 2024	TO	December 20, 2024	30 DAYS
				TOTAL 83 DAYS
SPRING SEMESTER				
4th SW	January 8, 2025	TO	February 21, 2025	32 DAYS
5th SW	February 24, 2025	TO	April 17, 2025	34 DAYS
6th SW	April 22, 2025	TO	June 4, 2025	31 DAYS
				TOTAL 97 DAYS
83 DAYS (FALL) + 97 DAYS (SPRING) = 180 INSTRUCTIONAL DAYS				
LAST DAY OF SCHOOL - JUNE 4, 2025				

REPORT CARDS (WEEK OF)				
1)	September 23, 2024	4)	February 17, 2025	
2)	October 28, 2024	5)	April 14, 2025	
3)	December 16, 2024	6)	June 2, 2025	

PROFESSIONAL LEARNING DAYS

1)	August 12, 2024 - August 14, 2024	3 Days
2)	January 7, 2025	1 Day

TEACHER WORKDAYS

1)	August 15, 2024 - August 16, 2024	2 Days
2)	January 6, 2025	1 Day

TEACHER PLANNING DAYS (campus-based)

1)	August 30, 2024	1/2 Day
2)	October 11, 2024	1/2 Day
3)	November 22, 2024	1/2 Day
4)	February 7, 2025	1/2 Day
5)	March 14, 2025	1/2 Day

WEATHER MAKE-UP DAYS

1)	October 14, 2024	1 Day
2)	February 10, 2025	1 Day

STUDENT EARLY RELEASE DAYS

1)	August 30, 2024	5)	February 7, 2025
2)	October 11, 2024	6)	March 14, 2025
3)	November 22, 2024	7)	June 4, 2025
4)	December 20, 2024		

MCALLEN ISD GRADUATION DATES

TBD

LEGEND

PROFESSIONAL LEARNING DAY	[Light Blue]
WORKDAY	[Light Green]
HOLIDAY	[Light Orange]
STATE ASSESSMENT DAY	[Light Yellow]
WEATHER DAY	[Light Purple]
STUDENT EARLY RELEASE DAY	[Light Blue]
BEGIN SIX WEEKS	[Light Blue]
END SIX WEEKS	[Light Blue]
BEGIN SEMESTER	[Light Blue]
END SEMESTER	[Light Blue]
Student Early Release/Teacher Planning (campus-based)	[Light Orange]
Report Card Week	[Light Orange]

JANUARY						
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FEBRUARY						
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MARCH						
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30	31					

APRIL						
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MAY						
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25	26	27	28	29	30	31

JUNE						
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29	30					

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 1, 2024 13:24 CDT)



FINAL PAYMENT CHECKLIST
Facilities Projects

Project Name: Contract 2023-204 thru CSP 2023-1040 – James Nikki Rowe High School Natatorium Improvements

1. Vendor Obligations to McAllen ISD:

YES	NA	
<input checked="" type="radio"/>	<input type="radio"/>	Original Certificate of Substantial Completion (internal/external) transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	Letter of Guarantee, Warranty transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	List of names and addresses of obligatory vendors (subcontractors/suppliers) transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	All non-compliant items corrected (incl. punch list) and evidence of corrections transmitted to McAllen ISD
<input checked="" type="radio"/>	<input type="radio"/>	Final copy of Close-Out and As-Built Documents transmitted to McAllen ISD (hard copy and electronic files) and/or final inspections performed and project specifications met

Notes:

McAllen ISD Facilities, Maintenance and Operations staff certifies that the items indicated above have been completed by the vendor.

2. McAllen ISD Facilities, Maintenance, and Operations Obligations to McAllen ISD Business Operations

Select one:	
<input type="radio"/>	Item has been recorded as an asset and assigned an asset number.
<input checked="" type="radio"/>	Item has not been recorded as an asset. Appropriate steps are being taken to record. Approved to proceed with final payment.
<input type="radio"/>	Not applicable.

McAllen ISD Business Operations staff certifies that the project indicated above has been reviewed.

APPROVED BY:  Feb 26, 2024

For further information, contact:
Name: Ruben Trevino
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

ACKNOWLEDGED BY:  Feb 26, 2024

For further information, contact:
Name: Dyanira Diaz
Phone: (956) 632-8403
Email: Dyanira.Farias@mcallenisd.net

Signature: Reel Morales Date: Mar 27, 2024
Notary Public (Mar 27, 2024 15:39 CDT)

Signature: Reel Morales Date: Mar 27, 2024
Notary Public (Mar 27, 2024 15:39 CDT)

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:	FROM CONTRACTOR:	PROJECT:	APPLICATION NO: 4	Distribution to:
McAllen ISD	Remittance Address	McAllen ISD		<input type="checkbox"/> OWNER
2000 N. 23rd St.	South Texas Pools	James "Nikki" Rowe High School	PERIOD TO: 3/26/2024	<input type="checkbox"/> CONSTRUCTION
McAllen, TX 78501	28897 Orange Grove Rd.	Natorium Improvements	PROJECT NOS:	<input type="checkbox"/> MANAGER
	La Feria, TX 78559	2000 N 23rd Street		<input type="checkbox"/> ARCHITECT
		McAllen, Texas 78501	CONTRACT DATE: 4/24/2023	<input type="checkbox"/> CONTRACTOR
	Location Office	VIA ENGINEER:	CONTRACT NO.: 2023-204	
	South Texas Pools	Chanin Engineering, LLC		
	3321 West Expwy 83	400 W. Nolana Ave., Ste. H2		
	La Feria TX 78559	McAllen, TX 78504-3997		

CONTRACT FOR: Nikki Rowe **VIA:** Royce Norman South Texas Pools 956 730 6588, royce@southtexaspools.com

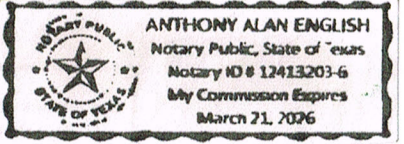
CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM + AMENDMENTS	\$785,000.00
2. Net change by Change Orders	-\$33,900.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$751,100.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$751,100.00
5. RETAINAGE:	
a. <u>0</u> % of Completed Work (Column D + E on G703)	\$0.00
b. <u>0</u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$751,100.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$596,500.00
8. CURRENT PAYMENT DUE Including Retainage	\$152,600.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$0.00

CONTRACTOR South Texas Pools
 By: Royce Norman Date: 3/27/2024

State of: Texas County of: CAMERON
 Subscribed and sworn to before me this 25 day of March, 2024
 Notary Public: 12413203-6
 My Commission expires: March 21, 2026 ALAN ENGLISH 03/27/24



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observation comprising this application, the Construction Manager and/or Architect or Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$152,600.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT
 By: AL Date: 03/27/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
1	Credits back to owner out of the Allowance	\$0.00	-\$33,900.00
2	Additions and extra scope of work cost	\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
TOTAL		\$0.00	-\$33,900.00
NET CHANGES, Additions & Deductions Total		-\$33,900.00	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.

Original Contract \$785,000.00
Credits back (\$33,900.00)
New contract amount \$751,100.00

APPLICATION NO: 4.00
APPLICATION DATE: 3/26/2024
PERIOD:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:


A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE WORK COMPLETED	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		(% of	D+E)
ORIGINAL: Schedule of Values										
1	Mobilization Fee, and Insurance and Bonding Cost	\$60,000.00	\$60,000.00			\$60,000.00	100.00%	\$0.00		
2	Chip and removal of old plaster	\$90,000.00	\$90,000.00			\$90,000.00	100.00%	\$0.00		
3	Prepare the pool for plaster and install main drain covers and return line covers, clean tile and clean as needed	\$30,000.00	\$30,000.00			\$30,000.00	100.00%	\$0.00		
4	Pressure test pool plumbing	\$20,000.00	\$20,000.00			\$20,000.00	100.00%	\$0.00		
5	Replaster small pool	\$30,000.00	\$30,000.00			\$30,000.00	100.00%	\$0.00		
6	Replaster large pool	\$90,000.00	\$90,000.00			\$90,000.00	100.00%	\$0.00		
7	Old chemical and storage room demo	\$20,000.00	\$20,000.00			\$20,000.00	100.00%	\$0.00		
8	Old chemical and storage room ceiling sandblast and repaint	\$20,000.00	\$20,000.00			\$20,000.00	100.00%	\$0.00		
9	Install doors and hardware	\$30,000.00	\$25,000.00	\$5,000.00		\$30,000.00	100.00%	\$0.00		
10	Paint room and complete items as needed	\$20,000.00	\$15,000.00	\$5,000.00		\$20,000.00	100.00%	\$0.00		
11	Demo out pool old equipment outside	\$20,000.00	\$20,000.00			\$20,000.00	100.00%	\$0.00		
12	Install equipment for the smaller pool	\$20,000.00	\$15,000.00	\$5,000.00		\$20,000.00	100.00%	\$0.00		
13	Install equipment for larger pool	\$90,000.00	\$70,000.00	\$20,000.00		\$90,000.00	100.00%	\$0.00		
14	Electrical upgrades and install VFDs for the new pumps	\$30,000.00	\$20,000.00	\$10,000.00		\$30,000.00	100.00%	\$0.00		
15	Re work plumbing for new equipment, valves, bracing and hangers	\$40,000.00	\$30,000.00	\$10,000.00		\$40,000.00	100.00%	\$0.00		
16	Install UV lights	\$30,000.00	\$20,000.00	\$10,000.00		\$30,000.00	100.00%	\$0.00		
17	Install decking equipment	\$35,000.00	\$30,000.00	\$5,000.00		\$35,000.00	100.00%	\$0.00		
18	Install chair lifts	\$20,000.00	\$15,000.00	\$5,000.00		\$20,000.00	100.00%	\$0.00		
19	Punchlist items , clean up	\$20,000.00	\$10,000.00	\$10,000.00		\$20,000.00	100.00%	\$0.00		
20	Close out documents	\$10,000.00		\$10,000.00		\$10,000.00	100.00%	\$0.00		
21	Training turn over project	\$10,000.00		\$10,000.00		\$10,000.00	100.00%	\$0.00		
22	Owner's Contingency Allowance	\$50,000.00		\$16,100.00		\$16,100.00	32.20%	\$33,900.00		
	Deductive Change Order No. 1	-\$33,900.00						-\$33,900.00		
	Totals	751,100.00	630,000.00	121,100.00	0.00	751,100.00	100.00%	0.00		0.00

Rakesh Parman 3-27-2024


**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

SUBMITTED BY: 
Norma Cabrera (Apr 2, 2024 12:50 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 2, 2024 13:52 CDT)

Grant Name	Texas Education for Homeless Children and Youth Grant
Term of Grant	September 1, 2024-August 31, 2025
Grant Amount	Up to \$300,000 for one year
Grant Manager	Norma Cabrera
Purpose and Use of Funds	The Texas Education for Homeless Children and Youth Grant provided by the Texas Education Agency grant will help identify and remove barriers for children experiencing homelessness and ensure that students in these circumstances have equitable access to all available supports and resources to meet the state's academic standards. This grant will promote stability, facilitate enrollment, identification, attendance and academic support for homeless children and unaccompanied youth.




**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: 
Norma Cabrera (Apr 2, 2024 12:51 CDT)

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 2, 2024 13:48 CDT)

APPLY
TODAY

SALAMANCA, SPAIN

11th
Graders



STUDY ABROAD PROGRAM

June 8-22, 2024

Courses

Spanish Language, Culture,
and Speech

Program Cost: 3,500.00

Limited Scholarships are available for
students who qualify based on
financial need.

Spend the summer in Salamanca, Spain! Salamanca becomes an extension of your classroom as you explore Spanish parks, monuments, churches, and museums while attending classes taught by **La Universidad de Salamanca** professors. Participants will experience the whole university experience by attending classes, staying in the dorms, and networking with university students.

Click and
Apply
78 Today!



DEADLINE TO
APPLY
OCT.
27TH!


Contact your counselor for additional information!

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 2, 2024 13:39 CDT)



April 8, 2024

Proclamation 2024 Textbook Adoption Results

Proclamation 2024 Subjects



- Science K-5
- Science 6-8
- Biology
- Chemistry
- Integrated Physics and Chemistry
- Physics
- Aquatic Science
- Astronomy
- Technology Applications 6-8
- Personal Financial Literacy and Economics
- Human Growth and Development
- Instructional Practices
- Food Science
- Medical Assistant
- Health Science Theory
- Medical Terminology
- Anatomy and Physiology
- Forensic Science
- Principles of Applied Engineering
- Engineering Design and Presentation

Proclamation Procedures



- District and Teacher-Led Committees established
- District Rubrics created
- Publisher Presentations – January 22, 2024
- Campus Samples and Presentations
- Publisher Hearing – February 19, 2024
- Voting Window – February 21 - March 7, 2024

Teacher Led Committee Representation



Teacher Led Committee Elementary Science & Technology Applications

Campus	Teacher Science	Teacher Tech Apps
Alvarez	Ricardo Morales 5th	Julia Rodriguez
Castaneda	Anabel Venecia 5th	Edna Rosales
Escandon	Maria Bronold 3rd	Stephanie Ortega
Fields	Sylvia Tanguema 5th	Maria Llanos
Garza	Francisco Espitia 5th	Cinthia Ortega
Gonzalez	Thelma Benavides 5th	Naishla Cantu
Hendricks	Sandra Plier Garza 5th	Samantha Gaona
Houston	Priscilla Rodriguez 5th	Ruben Castro
Jackson	Gina Garza 5th	Maribel Contreras
McAuliffe	Maria Cruz 4th	Patricia Anzaldua
Milam	Raquel Rojas 5th	Melissa Ramirez
Perez	Angelika Quintanilla 5th	Juana Pena
Rayburn	Denniel Pena 1st	Charlotte Hollinger
Roosevelt	Karen Aleman 5th	San Juanita Cruz
Sanchez	Lisette Ramirez 5th	Becky Jackson
Seguin	Veronica Rosa 5th	Elva Trevino
Thigpen-Zavala	Yesenia Rodriguez 5th	Matthew Ludlam
Wilson	Jaime Resendez 5th	Kristi Rogers

Teacher Led Committee Middle School Science & Technology Applications

Campus	Teacher Science	Teacher Tech Apps
Brown MS	Myra Garza-Zapata Lab	Jorge Espinosa
Cathey MS	Amy Gonzalez 6th	Giselle Esquivel
De Leon MS	Karl Garcia 6th	Travis Treadway
Fossum MS	Janet Trant Lab	Marisela Cortez
Morris MS	Fidel Munoz 7/8	Gabriel Gutierrez
Travis MS	Karen Dougherty 7/8	Rubel Laurel

Teacher Led Committee High School Science

Campus	Teacher Biology	Teacher Chemistry	Teacher IPC
McHi	Luis Del Rio	Cesar Perez Villegas	Gabriela Michki
Memorial	Angelica Mitchum	Jessica Kaiser/ Frank Garza	
Rowe	Jeanette Ramirez	Bianca Garza	
Achieve	Michael Castillo	Maria Prieto	
Lamar	Nancy Chavarria		Alvaro Ojeda

Teacher Led Committee Representation



Teacher Led Committee CTE

Teacher Led Committee High School Science, cont.

Campus	Teacher Physics	Teacher Astronomy	Teacher Aquatic Science
McHi	Martin Guerra	Hilario Compean	Eva Sanchez
Memorial	Jose Cantu	Greg Falato	
Rowe	Luis Barrera	Fernando Esquivel	Martina Zamora
Achieve	Clarissa Guerra		
Lamar			Joanna Bautista-Pena

Teacher Led Committee High School Personal Financial Literacy and Economics

Campus	Teacher PFL/Econ
McHi	Daniel Guerra
Memorial	Maria De Jesus Garza
Rowe	Sergio Camberos
Achieve	Daniel Saenz

Campus	Teacher Instructional Practices	Teacher Human Growth and Development	Teacher Food Science
McHi	Laurie Rodriguez	Laura Cantu	Joselyn Hinojosa
Memorial	Monica Flores		Sandra Garza
Rowe	Myriam Garza	Rebekah Jimenez	Brianna Garza

Campus	Teacher Engineering Design and Presentation	Teacher Health Science Theory	Teacher Medical Terminology
McHi	Robert Saldaña	Nora Admire	Leticia Pena
Memorial	Luis Avila	Elsa Moreno	Lorena Salinas
Rowe	David Ruiz	Cynthia Chavez	Juan Gutierrez

Campus	Teacher Anatomy & Physiology	Teacher Forensic Science	Teacher Principles of Applied Engineering
McHi	Gina Reed	Jacquelyn Morales	Ruben Cortez
Memorial	Iliana De La Rosa	Leticia Garcia	Juan De Los Santos
Rowe	Esther Garza	Alicia Jasso	Juan Betancourt

Campus	Teacher Medical Assistant
Achieve	Sonia Elizondo

Publisher Hearing



The following publishers were available to answer questions and promote their Instructional Materials for Proclamation 2024 subject areas on February 19, 2024:

- Accelerate Learning
- B.E. Publishing
- Cengage
- CEV
- CompuScholar
- Discovery Education
- eDynamic
- Goodheart-Willcox
- HMH
- Learning.com
- McGraw Hill
- Ramsey Education
- SASC (Activate Learning)
- Savvas
- Summit K12
- ⁸⁵TPS Publishing



Proclamation 2024 Voting



Which publisher should be adopted for Science K-5?

Accelerate Learning = 8%

HMH = 30%

McGraw Hill = 62%

Proclamation 2024 Voting



Which publisher should be adopted for Science 6-8?

HMH = 0%

McGraw Hill = 54%

Savvas = 46%

Proclamation 2024 Voting



Which publisher should be adopted for Technology 6-8?

CEV = 88%

Learning.com = 12%

CompuScholar = 0%

Proclamation 2024 Voting



Which publisher should be adopted for Biology?

Discovery Education = 0%

McGraw Hill = 100%

Savvas = 0%

Proclamation 2024 Voting



Which publisher should be adopted for Aquatic Science?

Cengage = 100%

TPS Publishing = 0%

N/A

Proclamation 2024 Voting



Which publisher should be adopted for Chemistry?

Accelerate Learning = 0%

McGraw Hill = 100%

Savvas = 0%

Proclamation 2024 Voting



Which publisher should be adopted for Integrated Physics & Chemistry?

McGraw Hill = 100%

SASC (Activate Learning) = 0%

Summit K12 = 0%

Proclamation 2024 Voting



Which publisher should be adopted for Astronomy?

eDynamic = 100%

N/A

N/A

Proclamation 2024 Voting



Which publisher should be adopted for Physics?

Accelerate Learning = 33%

McGraw Hill = 67%

Summit K12 = 0%

Proclamation 2024 Voting



Which publisher should be adopted for Human Growth & Development?

CEV = 100%

eDynamic = 0%

Goodheart-Willcox = 0%

Proclamation 2024 Voting



Which publisher should be adopted for Instructional Practices?

CEV = 100%

Goodheart-Willcox = 0%

N/A

Proclamation 2024 Voting



Which publisher should be adopted for Food Science?

CEV = 100%

Goodheart-Willcox = 0%

N/A

Proclamation 2024 Voting



Which publisher should be adopted for Medical Assistant?

CEV = 100%

eDynamic = 0%

N/A

Proclamation 2024 Voting



Which publisher should be adopted for Health Science?

CEV = 0%

Goodheart-Willcox = 100%

Savvas = 0%

Proclamation 2024 Voting



Which publisher should be adopted for Medical Terminology?

B.E. Publishing = 0%

Cengage = 100%

Goodheart-Willcox = 0%

Proclamation 2024 Voting



Which publisher should be adopted for Anatomy & Physiology?

B.E. Publishing = 0%

McGraw Hill = 100%

Goodheart-Willcox = 0%

Proclamation 2024 Voting



Which publisher should be adopted for Forensic Science?

CEV = 0%

eDynamic = 0%

Savvas = 100%

Proclamation 2024 Voting



Which publisher should be adopted for Principles of Applied Engineering?

CEV = 0%

eDynamic = 0%

Goodheart-Willcox = 100%

Proclamation 2024 Voting



Which publisher should be adopted for Engineering Design & Presentation?

CEV = 0%

Goodheart-Willcox = 100%

N/A

Proclamation 2024 Voting



Which publisher should be adopted for Personal Financial Literacy & Economics?

Goodheart-Willcox = 11%

Ramsey Education = 22%

Savvas = 0%

McGraw Hill = 67%

Publisher Recommendations by Subject



We are recommending the following publishers for adoption:

- Science K-5 – McGraw Hill
- Science 6-8 – McGraw Hill
- Biology – McGraw Hill
- Chemistry – McGraw Hill
- Integrated Physics and Chemistry – McGraw Hill
- Physics – McGraw Hill
- Aquatic Science - Cengage
- Astronomy - eDynamic
- Technology Applications 6-8 - CEV
- Personal Financial Literacy and Economics – McGraw Hill
- Human Growth and Development - CEV
- Instructional Practices – CEV
- Food Science - CEV
- Medical Assistant - CEV
- Health Science Theory – Goodheart-Willcox
- Medical Terminology - Cengage
- Anatomy and Physiology – McGraw Hill
- Forensic Science - Savvas
- Principles of Applied Engineering – Goodheart-Willcox
- Engineering Design and Presentation – Goodheart-Willcox

Questions?

MC⁺**A****LLEN** **ISD**

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: *[Signature]* **SUPERVISOR:** *Lorena Garcia*

Approved for presentation to the Board of Education:

[Signature]
RENE GUTIERREZ (Apr 2, 2024 09:40 CDT)

Superintendent of Schools

Description	A	B	C		D	E
	Original Budget	Revised Budget 02/29/2024	Budget Amendments Under Consideration		Revised Budget 03/31/2024	
			Revisions	Transfers		
Audited Fund Balance	134,836,211	134,836,211				134,836,211
Revenues:						
Local:						
Property Taxes	87,833,337	87,833,337	(15,284,302)			72,549,035
Interest Income	3,960,000	3,960,000				3,960,000
Other Local Income	2,309,887	3,336,387	45,802			3,382,189
State:	123,728,809	124,326,947	19,890,852			144,217,799
Federal:	23,679,760	26,931,248				26,931,248
Other Sources:	0	36,856	43,854			80,710
Total Revenues	241,511,793	246,424,775	4,696,206	0		251,120,981
Expenditures:						
11 Instruction	131,841,014	135,770,200	1,996,539	(199,794)		137,566,945
12 Inst. Res. & Media Services	3,542,411	3,606,608	36,303	7,555		3,650,466
13 Curriculum Dev. & Inst. Staff Dev.	4,375,854	4,326,028	32,896	(18,515)		4,340,409
21 Inst. Leadership	3,680,515	3,520,385	110,420	(165,280)		3,465,525
23 School Leadership	13,525,111	13,694,360	86,203	38,296		13,818,859
31 Guid., Counseling & Eval. Ser.	10,227,481	10,075,004	153,555	157,193		10,385,752
32 Social Work Services	2,243,964	2,158,631	12,605	5,850		2,177,086
33 Health Services	2,996,732	3,023,377	19,412	(1,291)		3,041,498
34 Student (Pupil) Trans.	4,230,015	5,527,429	(4,401)	(32,564)		5,490,464
35 Food Services	20,250,856	22,504,532	84,219			22,588,751
36 Curricular/Extracurricular Act.	10,078,335	11,659,563	121,314	(55,182)		11,725,695
41 General Administration	8,239,431	8,770,320	39,332			8,809,652
51 Plant Maint. & Operations	19,371,239	22,649,971	149,879	14,446		22,814,296
52 Security and Monitoring Serv.	4,848,855	7,335,718	508,395	(238)		7,843,875
53 Data Processing Services	5,738,354	6,383,966	19,962	(10,812)		6,393,116
61 Community Services	112,825	93,443	7,209	(1,012)		99,640
71 Debt Service	4,477,486	4,889,909		272,948		5,162,857
81 Fac. Acquisition & Const.	15,142,749	20,048,180	(13,351,364)	(11,600)		6,685,216
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000				40,000
99 Other Intergovernmental Charges	1,048,026	1,048,026				1,048,026
Other Uses	0	1,146,018				1,146,018
Total Expenditures	266,011,253	288,271,668	(9,977,522)	0		278,294,146
			110			
Preliminary Ending Fund Balance	110,336,751	92,989,318	14,673,728	0		107,663,046

GENERAL FUND
Revisions

REVENUES:

Local

Property Taxes	- Decrease to Tax Collections for Fund 199 General Fund	\$(18,749,960)	
	- Increase to Tax Collections for Fund 199 General Fund - VATRE	3,465,658	
		(15,284,302)	
Other Local Income	- Student Contribution for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	\$ 30,650	
	- Increase to Ticket Sales for Fund 183 Athletics	14,902	
	- Sponsorship from Telepro Communications for SuperSmash Bros Competition for Fund 199 General Fund	250	
		45,802	

State

	- Summary of Finance Adjustment to 4th Six Weeks for Fund 155 College, Career and Military Readiness	\$ (75,350)	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 156 Early Education Allotment	(208,947)	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 157 Dyslexia	105,275	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 158 School Safety Allotment	452,175	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 162 Career Technical Education	437,486	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 163 Gifted and Talented	(10,800)	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 164 Bilingual	(55,851)	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 173 Special Education	1,047,957	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 193 State Compensatory	(116,472)	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 199 General Fund	16,523,576	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 199 General Fund - VATRE Additional Funding	1,791,803	
		19,890,852	

Other Sources

	- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Outside Camera at Rayburn Elementary	\$ 251	
	- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Security Fence at Gonzalez Elementary	34,980	
	- Transfer to Fund 199 General Fund from Fund 713 Safe and Secure for Bulletin Boards and Copy Paper at Sanchez Elementary	8,623	
		43,854	

Grand Total \$ 4,696,206

EXPENDITURES:

Function 11	- Increase for Student Travel for Study Abroad Salamanca Spain Trip for Fund 199 General Fund	\$ 30,650	
	- Increase for Bulletin Boards and Copy Paper for Fund 199 General Fund	8,623	
	- Decrease to Textbooks for Fund 155 College, Career and Military Readiness	(15,714)	
	- Increase to Professional Salaries for Fund 157 Dyslexia	105,275	
	- Increase to Furniture and Classroom Equipment for Fund 162 Career Technical Education	69,364	
	- Increase to Salaries and Fringe Benefits/Cover Negative Balances for Fund 173 Special Education	860,869	
	- Decrease to Substitute Salaries for Fund 193 State Compensatory	(116,472)	
	- Transfer from Fund Balance for Fund 162 Career Technical Education for Classroom Furniture and Calculations Software	25,000	
	- Increase to Longevity Pay for Fund 199 General Fund - VATRE	2,000,000	
	- Transfer to Assigned Fund Balance for Fund 199 General Fund - Longevity Pay Reimbursement	(2,000,000)	
	- Transfer to Fund Balance for Fund 199 General Fund from Fund 194 ESSER II Local Committed Fund Balance	(906,234)	
	- Increase for VATRE Stipend	634,969	
	- Increase for VATRE Additional Compensation	1,300,209	
		1,996,539	

GENERAL FUND
Revisions

Function 12	- Increase for VATRE Stipend	\$ 12,754	
	- Increase for VATRE Additional Compensation	<u>23,549</u>	36,303
Function 13	- Increase to Stipends for Fund 162 Career Technical Education	\$ 12,000	
	- Increase for VATRE Stipend	17,390	
	- Increase for VATRE Additional Compensation	<u>3,506</u>	32,896
Function 21	- Increase to Supplies for SuperSmash Bros Competition for Fund 199 General Fund	\$ 250	
	- Increase to Staff Travel for Summer Conferences for Fund 162 Career Technical Education	75,000	
	- Increase to Salaries and Fringe Benefits/Cover Negative Balances for Fund 173 Special Education	18,848	
	- Increase for VATRE Stipend	11,980	
	- Increase for VATRE Additional Compensation	<u>4,342</u>	110,420
Function 23	- Increase for VATRE Stipend	\$ 53,839	
	- Increase for VATRE Additional Compensation	<u>32,364</u>	86,203
Function 31	- Decrease to Testing Materials for Fund 155 College, Career and Military Readiness	\$ (59,636)	
	- Increase to Salaries and Fringe Benefits/Cover Negative Balances for Fund 173 Special Education	167,560	
	- Increase for VATRE Stipend	41,679	
	- Increase for VATRE Additional Compensation	<u>3,952</u>	153,555
Function 32	- Increase for VATRE Stipend	\$ 12,115	
	- Increase for VATRE Additional Compensation	<u>490</u>	12,605
Function 33	- Increase for VATRE Stipend	\$ 16,408	
	- Increase for VATRE Additional Compensation	<u>3,004</u>	19,412
Function 34	- Decrease to Salaries and Fringe Benefits/Cover Negative Balances for Fund 173 Special Education	\$ (2,484)	
	- Transfer to Fund Balance for Fund 199 General Fund from Fund 194 ESSER II Local Committed Fund Balance	(44,862)	
	- Increase for VATRE Stipend	25,324	
	- Increase for VATRE Additional Compensation	<u>17,621</u>	(4,401)
Function 35	- Increase for VATRE Stipend	\$ 84,219	
		<u>84,219</u>	84,219
Function 36	- Increase to Salaries and Fringe Benefits/Cover Negative Balances for Fund 173 Special Education	\$ 3,364	
	- Increase to Student Travel for Fund 183 Athletics	14,902	
	- Transfer from Fund Balance for Fund 162 Career Technical Education for Student Travel to National and World Competitions and National Convention	97,000	
	- Increase for VATRE Stipend	<u>6,048</u>	121,314
Function 41	- Increase for VATRE Stipend	\$ 19,418	
	- Increase for VATRE Additional Compensation	<u>19,914</u>	39,332
Function 51	- Decrease to Salaries and Fringe Benefits/Cover Negative Balances for Fund 173 Special Education	\$ (200)	
	- Increase for VATRE Stipend	75,889	
	- Increase for VATRE Additional Compensation	<u>74,190</u>	149,879

GENERAL FUND
Revisions

Function 52	<ul style="list-style-type: none"> - Increase to Supplies for Fund 158 School Safety Allotment - Increase for Outside Camera for Fund 199 General Fund - Increase for VATRE Stipend - Increase for VATRE Additional Compensation 	\$ 452,175 251 25,108 <u> 30,861</u>	508,395
Function 53	<ul style="list-style-type: none"> - Increase for VATRE Stipend - Increase for VATRE Additional Compensation 	\$ 11,257 <u> 8,705</u>	19,962
Function 61	<ul style="list-style-type: none"> - Increase for VATRE Stipend - Increase for VATRE Additional Compensation 	\$ 6,857 <u> 352</u>	7,209
Function 81	<ul style="list-style-type: none"> - Transfer to Fund Balance for Fund 199 General Fund from Fund 194 ESSER II Local Committed Fund Balance - Increase for Security Fence for Fund 199 General Fund 	\$(13,386,344) <u> 34,980</u>	(13,351,364)
Grand Total			<u><u>\$ (9,977,522)</u></u>

DEBT SERVICE

Description	A	B	C		D	E
	Original Budget	Revised Budget 07/31/2023	Budget Amendments Under Consideration		Revised Budget 03/31/2024	
			Revisions	Transfers		
Audited Fund Balance	3,766,600	3,766,600				3,766,600
Revenues:						
Local						
Property Taxes	6,418,399	6,418,399	7,513,878			13,932,277
Interest Income	96,000	96,000				96,000
Other Local Income	81,000	81,000				81,000
State	138,601	138,601				138,601
Total Revenues	6,734,000	6,734,000	7,513,878	0		14,247,878
Expenditures:						
71 Debt Service	6,734,000	6,734,000				6,734,000
Other Uses						
Total Expenditures	6,734,000	6,734,000	0	0		6,734,000
Preliminary Ending Fund Balance	3,766,600	3,766,600	7,513,878	0		11,280,478

DEBT SERVICE
Revisions

REVENUES:

Local

Property Taxes - Increase to Tax Collections for Fund 599 Debt Service Fund

\$ 7,513,878

7,513,878

Grand Total

\$ 7,513,878

EXPENDITURES:

-

Grand Total

\$ -

Description	A	B	C		D	E
	Original Budget	Revised Budget 02/29/2024	Budget Amendments Under Consideration		Revised Budget 03/31/2024	
			Revisions	Transfers		
Audited Fund Balance	16,712,315	16,712,315				16,712,315
Revenues:						
Local						
Other Local Income	11,000,000	9,585,631				9,585,631
Other Sources	0	1,146,018				1,146,018
Total Revenues	11,000,000	10,731,649	0	0		10,731,649
Expenditures:						
36 Curricular/Extracurricular Act.		163,615				163,615
51 Plant Maint. & Operations	247,463	479,293		94,304		573,597
52 Security and Monitoring Serv.		79,468				79,468
81 Fac. Acquisition & Const.	11,994,868	26,113,946		(94,304)		26,019,642
Total Expenditures	12,242,331	26,836,322	0	0		26,836,322
Preliminary Ending Fund Balance	15,469,984	607,642	0	0		607,642

CAPITAL PROJECTS FUND
Revisions

REVENUES:

- None for March 2024

Grand Total \$ -

EXPENDITURES:

- None for March 2024

Grand Total \$ -

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

SUBJECT: Discussion and Possible Action on Interlocal Agreement No. 2024-331 Archeological Fieldwork with University of Texas Rio Grande Valley

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On February 13, 2023, the Board of Trustees awarded and approved the Sale of Real Property James Bonham Elementary School and Resolution to the Boys & Girls Club of McAllen ("BGCM"). Thereafter, on April 12, 2023, the Real Estate Sales Contract No. 2023-170 with the BGCM was executed.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The agreement will allow the District to partner with the University of Texas Rio Grande Valley to conduct an archaeological dig in accordance with federal law prior to the sale of real estate.

LEGAL REVIEW:

The agreement has been approved by staff attorney.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through the General Fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Agreement No. 2024-331 Archeological Fieldwork with University of Texas Rio Grande Valley.

Attachment:

SUBMITTED BY: *Laura Williams*
Laura Williams (Apr 4, 2024 13:34 CDT)

SUPERVISOR: *Lorena Garcia*

For further information contact:
Name: Ms. Laura Williams, Director of Purchasing Services
Office: 956-657-4480
email: laura.williams@mcallsisd.net

Approved for presentation to the Board of Education:
Rene Gutierrez
RENE GUTIERREZ (Apr 4, 2024 15:54 CDT)

INTERLOCAL COOPERATION CONTRACT

This Interlocal Cooperation Contract (Contract) is entered into effective May 1, 2024, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

CONTRACTING PARTIES:

Receiving Party: McAllen Independent School District, a local school district of the State of Texas ("McAllen ISD").

Performing Party: The University of Texas Rio Grande Valley, an institution of higher education and agency of the State of Texas ("UTRGV").

PURPOSE:

The purpose of this Contract is to procure the services of Performing Party to meet the needs of Receiving Party. This Contract will increase the efficiency and effectiveness of Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Party shall execute services in accordance with the specifications outlined in Exhibit A attached herewith.

WARRANTIES:

Receiving Party warrants (1) the services are necessary and authorized for activities properly within its statutory functions and programs (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Receiving Party's behalf is authorized by its governing body to do so.

Performing Party warrants (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

CONTRACT AMOUNT:

The total amount to be paid under this agreement is \$16,673.

PAYMENT:

The Performing Party shall submit invoices in accordance with the Schedule of Payment described in Exhibit A to the following address:

Attn: Dyanira Diaz, Director of Accounting
2000 N. 23rd St McAllen, TX 78501
Dyanira.Farias@mcallenisd.net

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

TERM:

The term of this Contract begins on the Effective Date and shall remain effective for one hundred eighty (180) days.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, will be in writing and will be sent via certified mail, hand delivery, overnight courier, or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, or email (to the extent an email address is set forth below), when received:

If to Receiving Party: McAllen ISD
2000 N 23rd St
McAllen, Texas 78501
Email: lorena.garcia@mcallenisd.net
Attention : Lorena Garcia

with copy to: McAllen ISD
2000 N 23rd St
McAllen, Texas 78501
Email: laura.williams@mcallenisd.net
Attention : Laura Williams

If to Performing Party: The University of Texas Rio Grande Valley
1201 W University Drive
Edinburg, Texas 78539
Email: grantsandcontracts@utrgv.edu; with a copy to research@utrgv.edu
Attention: Post-Award

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance with this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

Either Party may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to the Party.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

Venue; Governing Law. Hidalgo County, Texas, will be the proper place of venue for suit on or in respect of this Contract. This Contract, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Contract, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

Entire Agreement; Modifications. This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (Legislature) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties acknowledge that appropriation, allotment, and

allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (Auditor), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (Public Information Act), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

Insurance Requirements. Performing Party shall carry and keep in full force for the duration of the project the following coverages:

1.1 Comprehensive Automotive Liability - \$1,000,000 Combined Single Limit per Occurrence

1.2 Workers' Compensation Insurance Coverage. Definitions:

1.2.1 Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.2.2 Duration of the project - includes the time from the beginning of the work on the project until the Performing Party's/person's work on the project has been completed and accepted by the governmental entity.

1.3 Performing Party shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Performing Party providing services on the project, for the duration of the project.

1.4 Performing Party shall provide a certificate of coverage, or equivalent, prior to being awarded the contract.

1.5 If the coverage period shown on the Performing Party's current certificate of coverage ends during the duration of the project, Performing Party must, prior to the end of the coverage period, provide a new certificate of coverage showing that coverage has been extended.

1.6 Performing Party shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Performing Party knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.7 Performing Party shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.8 The Performing Party shall attest that the following clauses are incorporated into each contract with each person with whom it contracts for services on this project;

1.9 Agree to provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

1.10 Agree to provide to the Performing Party, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

1.11 Agree to provide the Performing Party, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.11.1 Agree to obtain from each other person with whom it contracts, and provide to the Performing Party: a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.11.2 Agree to retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

1.11.3 Agree to notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.11.4 Agree to contractually require each person with whom it contracts, to perform as required by this document, with the certificates of coverage to be provided to the person for whom they are providing services.

The rest of this page is left blank intentionally. The signature page will follow.

Executed effective on the Effective Date shown below by the following duly authorized representatives of Contracting Parties:


RECEIVING PARTY:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Name: Debbie Crane Aliseda
Title: Board President

Date: _____

Approved as to form:

By:  _____
[JOHNATHAN BALL \(Apr 4, 2024 10:06 CDT\)](#)
Johnathan Ball, Staff Attorney

PERFORMING PARTY:

THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY

By: _____
Thomas B. Spencer, PhD, MBA
AVP for Research Operations

Date: _____

Read and Understood:

By: _____
Edward Gonzalez-Tennant, Ph.D.
Assistant Professor

Reviewed by: _____

EXHIBIT A
SCOPE OF WORK AND SCHEDULE OF PAYMENT

- I. Short title for the project: 2400 Jordan Rd Archaeology Project
- II. Name and contact information of principal investigator or individual performing on behalf of the Providing Party:

Edward González-Tennant, PhD, RPA
Assistant Professor of Anthropology Director, Laboratory of Valley Archaeology
University of Texas Rio Grande Valley

- III. Description of the services to be performed by Providing Party:

Part I: Pre-Fieldwork

The pre-fieldwork portion of this project centers on creating and submitting a permit application, which will then be reviewed by the THC Archaeology Division. The process of reviewing applications can take as long as 30 days. González-Tennant will complete the application and address all THC comments that may arise in receiving the permit for archaeological work for this project.

Part II: Fieldwork

The fieldwork portion of this project involves hiring a subcontractor by González-Tennant/UTRGV. The subcontractor will fulfill the excavation/trenching activities, which will be monitored by González-Tennant and at a group of one or more students from UTRGV. This process generally involves a backhoe operator digging pits according to THC recommendations. In this case, that appears to be two or more meters deep and one meter by two meters across. González-Tennant and the students will screen a 5-gallon bucket of dirt from every third bucket removed by the backhoe, keeping any recovered artifacts to be analyzed and written about as part of the third part. It is estimated that all fieldwork will be completed in one or two days. Additional aspects of this phase include mobilizing (preparing forms, gathering equipment, travel, etc.).

Part III: Post-Fieldwork

The post-fieldwork portion of this project includes time for analyzing any recovered materials and preparation of a final report to satisfy the THC permitting requirements prior to the start of any construction. In addition, fees associated with curation and updating the archaeological site records are included.

ELABN 349, 1201 W. University Dr., Edinburg, TX 78539
edward.gonzaleztennant@utrgv.edu

- IV. Receiving Party contact information for day-to-day communications pertaining to

the Scope of Work:

V. Deliverables and Schedule of Payment:

Upon Completion of Part I	\$1,190
Upon completion of Part II	\$9,570
Upon completion of Part III	\$5,913

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY:  **SUPERVISOR:** Lorena Garcia

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 2, 2024 11:10 CDT)

Superintendent of Schools

No	Criteria	Max. Pts. 100	Luis C. Orozco, CPA	Carr, Riggs & Ingram, LLC	Burton, McCumber & Longoria LLP	Patillo, Brown & Hill, LLP
	Total Points	100	58.50	84.00	89.17	74.00
	Ranking		4	2	1	3
1	Price N/A	0	0	0	0	0
2	Reputation of the vendor and of the vendor's goods or services	43	17	38	32.17	31
	Technical Experience of the Firm: Auditing experience in Texas public schools 20 pts.					
	List experience in performing school district/government audits (Attributes #64,). (12 points)	12	6	10	8	10
	# of districts (8 pts)	8	4	8	4	8
	<i>(0-5 entities = 4 points; 6+ entities = 8 points)</i>		<i>4 ISD's</i>	<i>12 ISD's</i>	<i>4 ISD's</i>	<i>55 ISD's</i>
	# of govts (4 pts)	4	2	2	4	2
	<i>(0-5 entities = 2 points; 6+ entities = 4 points)</i>		<i>3 govt</i>	<i>1 govt</i>	<i>10 govt</i>	<i>1 govt</i>
	State the average daily attendance of the public schools (Attribute #65) (6 pts) .	6	2	4	4	2
	<i>(ADA: 0 – 9,999 = 2 point; 10k – 19,999 = 4; points: 20K+ = 6 points)</i>		<i>9,951.005</i>	<i>13,799.000</i>	<i>11,124.811</i>	<i>5,036.164</i>
	Technical Experience of the Firm: Auditing experience in government entities 12 pts.					
	List experience in performing school district/government audits (Attributes #64, #66-#78) . (6 points)	6	5.5	5	2	3
	Years experience government of firm	1	0.5	0	1	0
	<i>(0-5 years = 0.25 points; 6-10 years = 0.5 points; 11+ years = 1 point)</i>		<i>10 years</i>	<i>none listed</i>	<i>15 years</i>	<i>govt not listed</i>
	Years experience school district of firm	5	5	5	1	3
	<i>(0-5 years = 1; 6-10 years = 3 points; 11+ years = 5 points)</i>		<i>12 years</i>	<i>24 years</i>	<i>4 years</i>	<i>10 years</i>
	List current and past audit clients along with names and telephone numbers of contact persons and number of years ACFR services were provided (Attribute #79 - #91) .(6 points)	6	3	6	6	3
	<i>ACFR years (1-2 years = 1; 3-4 years = 2 pts; 5-9 years = 3 points; 10+ years 6 points)</i>		<i>7 years</i>	<i>13 years</i>	<i>15 years</i>	<i>7 years</i>
	Reference Forms; past customer satisfaction (13 points)	13	0	13	12.17	13
	1 pt per reference form submitted	3	0	3	3	3
			<i>3 incomplete reference forms submitted with note "available for a telecall"</i>	<i>3 reference forms submitted</i>	<i>3 reference forms submitted</i>	<i>3 reference forms submitted</i>
	past customer satisfaction	10	0	10	9.17	10
	<i>(Poor =0 pts; Fair = 0.41675 pt; Good =0.8335 pts; Excellent = 1.667 pts) per criteria</i>		<i>3 Forms submitted incomplete (no ratings given)</i>	<i>6 excellent x 1.667 = 10</i>	<i>5 excellent x 1.667 = 10/1 good</i>	<i>6 excellent x 1.667 = 10</i>
3	The quality of the vendor's goods or services	35	24	24	35	24
	Qualifications of supervisory personnel, consultants, and the field audit team (20 points)					
	List names of staff member(s) who will direct the overall audit throughout the duration of the engagement, including, those staff members who will be responsible for planning, and conducting substantial portions of the fieldwork or reporting on this audit engagement (Attribute #94 - #134) . (Audit staff experience & background 20 points)	20	9	9	20	9
	Years experience government/school districts	18	7	7	18	7

No	Criteria	Max. Pts. 100	Luis C. Orozco, CPA	Carr, Riggs & Ingram, LLC	Burton, McCumber & Longoria LLP	Patillo, Brown & Hill, LLP
	<i>Audit staff exp - (0-5 years =2 points; 6-15 years = 7 points; 16+ years = 18 points)</i>		<i>12 years (avg)</i>	<i>11 years (avg)</i>	<i>21 years (avg)</i>	<i>12 years (avg)</i>
	CPE	1	1	1	1	1
	<i>yes = 1 pt; no = 0 pts</i>		<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
	# of staff members	1	1	1	1	1
	<i>(>or equal to 4 = 1 pt; <4 = 0 pts)</i>		<i>5 staff members</i>	<i>5+ staff members</i>	<i>5 staff members</i>	<i>4 staff members</i>
	General direction and supervision to be exercised over the audit team by the firm's management personnel (15 points)					
	Include the educational/professional background of all staff members named, current position in firm and professional licenses held (Attribute #94 - #105) . Describe continuing professional education in governmental accounting and auditing received by the proposed audit team during the last two years (Partners/Supervisors' experience & background (Attribute #135) (12 points)	12	12	12	12	12
	Professional License	2	2	2	2	2
	<i>Other lic/cert: >or equal to 1 = 2 pt</i>		<i>CPA</i>	<i>CPA</i>	<i>CPA</i>	<i>CPA</i>
	Years experience government/school district	9	9	9	9	9
	<i>Partners/Sup exp - Govt/District (0-5 years = 3 point; 6-10 years = 6 points; 11+ years = 9 points)</i>		<i>25 years</i>	<i>11 years (avg)</i>	<i>21 years (avg)</i>	<i>12 years (avg)</i>
	CPE (Attribute 135)	1	1	1	1	1
	Describe any assistance that will be expected from District personnel, including the Internal Audit Department (Attribute #138) . (Minimal assistance from District = 3 points)	3	3	3	3	3
	<i>Standard Request = 3 pts.; Additional Requests = 0-2 pts.</i>					
4	The extent to which the goods or services meet District's needs	20	18	20	20	19
	Size and structure of the firm, including audit staff positions 5 pts.					
	Is your firm national, regional or local? (Attribute #63) (2 points)	2	2	2	2	1
	<i>Local office= 2 pts; no local office = 1 pts</i>		<i>Local</i>	<i>National</i>	<i>Local</i>	<i>Regional</i>
	Describe staff rotation plans for audit team members if this is to be a multiyear contract (Attribute #137) . (3 points) (<3 yr same staff = 0 points; 3 yr+ same staff = 3 points)	3	3	3	3	3
	<i>Committed Yes = 3 pts No = 0 pts</i>		<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
	Comprehensiveness of the audit work plan 5 pts.					
	Describe the firm's understanding of the work to be done. Provide a definition of the term "generally accepted government auditing standards" with distinctions between these standards and generally accepted auditing standards for non-governmental engagements. Explain the firm's approach to performing an annual financial audit; including the methodology, nature, timing and extent of audit procedures to be performed. Describe how the approach to performing the audit would be affected if this were a multi-year contract. Confirm independence with regards to the District (Attributes #55 - #58) . (Reference knowledge of standards) (5 points)	5	5	5	5	5
	<i>Firm's understanding, methodology, timing, process /Independence Yes = 5 pts; No = 0 pts</i>		<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>
	Realistic time estimates of each major segment of the work plan, and the estimated number of hours for each staff level including consultants assigned (5 points)					
	List Task/Activity Plan. Specify budgeted hours, timelines and sequence for audit procedures and names of staff to be assigned (Attribute #139) . (5 points)	130 5	5	5	5	5
	<i>Agreement with our timeline, Yes = 5 points; Not in accordance with our timeline, No = 0 points</i>		<i>yes</i>	<i>yes</i>	<i>yes</i>	<i>yes</i>

No	Criteria	Max. Pts. 100	Luis C. Orozco, CPA	Carr, Riggs & Ingram, LLC	Burton, McCumber & Longoria LLP	Patillo, Brown & Hill, LLP
	Comprehension of the Annual Comprehensive Financial Report (ACFR) format and requirements (5 points)					
	List current and past audit clients along with names and telephone numbers of contact persons and number of years ACFR services were provided (<i>Attributes #79 - #91</i>) .(5 points)	5	3	5	5	5
	<i>4+ provided = 5 pts / 3 provided = 4 pts / 2 provided = 3 pts 1 provided = 2 / 0 provided = 0</i>		<i>2 provided</i>	<i>6 provided</i>	<i>6 provided</i>	<i>6 provided</i>
5	Past Relationship with District	2	0	2	2	0
	<i>(Financial Audit = 2 pts; other = 1 pt; none = 0 pts)</i>		<i>None</i>	<i>Financial Audit</i>	<i>Financial Audit</i>	<i>None</i>
6	HUB <i>N/A</i>	0	0	0	0	0
7	Total long-term cost to the district to acquire the vendor's goods or services <i>N/A</i>	0	0	0	0	0
	<i>N/A</i>					
8	Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state <i>N/A</i>	0	0	0	0	0
9	Any other relevant factor specifically listed in the request for bids or proposals. <i>N/A</i>	0	0	0	0	0

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: *Judith Escamilla*
Judith Escamilla (Apr 1, 2024 14:38 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 2, 2024 09:35 CDT)

No.	Criteria	Max. Pts. 100	Foremost Telecommunications Corporation	SmartCom Telephone, LLC
	Total Points	100	99	69.4
	Ranking		1	2
1	Price	60	60	33
	<i>Total - 36 month term</i>		\$32,130.00	\$59,130.00
	<i>36 month term (75 SIP, 10,000 DID's)</i>		\$21,420.00	\$39,420.00
	<i>36 month term (50 SIP, 10,000 DID's)</i>		\$10,710.00	\$19,710.00
2	Reputation of the vendor and of the vendor's goods or services;	6	6	6
	<i>References (3) - (2 pts per reference)</i>		<i>4 submitted - all excellent</i>	<i>3 submitted</i>
3	The quality of the vendor's goods or services	15	15	15
	<i>CLEC (yes = 2.5 pts; no = 0 pts) (Attribute 62)</i>	<i>2.5</i>	<i>2.5</i>	<i>2.5</i>
			<i>Yes</i>	<i>Yes</i>
	<i>LATA (yes = 2.5 pts; no = 0 pts) (Attribute 63)</i>	<i>2.5</i>	<i>2.5</i>	<i>2.5</i>
			<i>Yes</i>	<i>Yes</i>
	<i>Response & Repair Time (0-4 hours = 10 pts.; 5-8 hours = 0 pts.) (Attributes 60 & 61)</i>	<i>10</i>	<i>10</i>	<i>10</i>
			<i>Avg. response time is 15 minutes. Repair time varies depending on the issue; general repair time is 4 hours (major events such as fiber cuts will exceed 4 hours time to repair).</i>	<i>Response time: MTTR is 2 hrs.; Repair time: MTTR is 4 hrs.</i>
4	The extent to which the goods or services meet District's needs	10	10	10
	<i>Similar Scope and Size</i>	<i>5</i>	<i>5</i>	<i>5</i>
	<i>Service Level Agreement</i>	<i>5</i>	<i>5</i>	<i>5</i>
5	Past Relationship with District	1	1	1
	<i>Yes = 1; No = 0</i>		<i>Yes</i>	<i>Yes</i>
6	HUB	1	0	0
	<i>Yes = 1; No = 0</i>		<i>No</i>	<i>No</i>
7	Total long-term cost to the district to acquire the vendor's goods or services;	6	6	4
	<i>Long Distance Recurring (36-month Cost) (Average usage based on District's historical use for past 3 years)</i>	<i>6</i>	<i>\$1,148.28</i>	<i>\$1,813.08</i>
8	Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state	0	0	0
	<i>N/A</i>		<i>N/A</i>	<i>N/A</i>
9	Any other relevant factor specifically listed in the request for bids or proposals.	1	1	1
	<i>Value Add Provided</i>	<i>1</i>	<i>provided</i>	<i>provided</i>

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: 

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 4, 2024 08:29 CDT)

EVALUATION MATRIX

Request for Proposal No. 2024-1028 Integrated Pest Management and Pest Control Services

No.	Criteria	Max. Pts. 100	Kill-A-Bug Pest Control	ABC Home & Commercial Services	The Bug Group Inc	CPL Pest Control	Mid Valley Pest Control
	Ranking		1	2	3	4	5
	Total Points	100	99	82	72	70	60
1	Price	60	60	43	33	31	21
	<i>IMP Fees</i>		<i>\$3,777.50</i>	<i>\$5,287.50</i>	<i>\$6,941.85</i>	<i>\$7,252.50</i>	<i>\$10,952.75</i>
2	Reputation of the vendor and of the vendor's goods or services;	9	9	9	9	9	9
	<i>Three references required - 3pts per good reference</i>		<i>3 references</i>	<i>3 references</i>	<i>3 references</i>	<i>3 references</i>	<i>3 references</i>
3	The quality of the vendor's goods or services	0	0	0	0	0	0
4	The extent to which the goods or services meet District's needs	28	28	28	28	28	28
	RESPONDS TO EMERGENCY WITHIN 24 HRS	14	14	14	14	14	14
	<i>Yes=14pts, No= 0pts (Attribute 47)</i>		<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
	RESPONDS TO GENERAL SERVICE CALL WITHIN 24-48 HRS	14	14	14	14	14	14
	<i>Yes=14pts, No=0pts. (Attribute 49)</i>		<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>
5	Past Relationship with District	0	0	0	0	0	0
6	HUB	1	0	0	0	0	0
	<i>Yes=1pt. No=0pts.(Attribute 19)</i>		<i>no</i>	<i>no</i>	<i>no</i>	<i>no</i>	<i>no</i>
7	Total long-term cost to the district to acquire the vendor's goods or services;	0	0	0	0	0	0
8	Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.	0	0	0	0	0	0
9	Any other relevant factor specifically listed in the request for bids or proposals.	2	2	2	2	2	2
	COMPANY IN BUSINESS FOR A MINIMUM OF 5 YEARS <i>Yes=2pts. No=0pts. (Attribute 56)</i>		<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>	<i>Yes</i>

**MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2024-348 INTEGRATED PEST MANAGEMENT AND PEST CONTROL SERVICES THROUGH
REQUEST FOR PROPOSAL NO. 2024-1028 (KILL-A-BUG PEST CONTROL)**

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and **ROBERT SANCHEZ DBA KILL-A-BUG PEST CONTROL** a Texas Sole Proprietorship (hereinafter referred to as "Vendor").

WITNESSETH:

WHEREAS, District recognizes that the Facilities, Maintenance, & Operations Department of the District (the "Department") requires certain services ("Services") rendered by Vendor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested proposals from vendors for Services, more particularly described on Exhibit A attached hereto;

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

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

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; and

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

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Vendor 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 VENDOR

Vendor 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.

Vendor represents and warrants to District that Vendor possesses all of the licenses, permits, and expertise required to provide the equipment, materials, and/or labor and to perform any services contemplated hereunder. Vendor

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

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

- A. This Contract
- B. Exhibit "A" – District's Request for Proposal No. 2024-1028
- C. Exhibit "B" – Vendor's Response to District's Request for Proposal No. 2024-1028
- D. Exhibit "C" – Vendor Fees by Category
- E. Exhibit "D" – Certificate of Insurance

This Contract is entered into subject to the following conditions:

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

2. INSURANCE COVERAGE

At all times during the term of this Contract, Vendor will, at Vendor'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 Coverage of at least - \$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. (ONLY TO BE REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- D. The District shall be named as an additional insured by endorsement on the Vendor's policy as to the subject job.

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

3. TRANSFER, ASSIGNMENT, ETC.

Vendor agrees, for itself and on behalf of its successors, and any person or persons claiming under Vendor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way, except for the purposes of obtaining project financing with the District's prior written consent.

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 Vendor 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 Vendor as invoiced upon successful and satisfactory installation of equipment and materials or delivery of services 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

Vendor expressly acknowledges that Vendor 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. Vendor, as an independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material, or performing services for Vendor in performing any portion of this Contract or any action or omission incident thereto. Vendor also agrees to pay for and provide workers compensation insurance in accordance with State law covering all employees working for Vendor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

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

9. ACCESS TO BOOKS AND RECORDS

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

10. DOCUMENT RETENTION

Vendor shall retain copies of contracts that are entered into by District as a result of the services provided hereunder. Vendor shall make the said materials available for audit, examination, excerpt, and transcription to District, sub-grantee or grantee of funds, or their authorized representatives and shall maintain and retain the same for the minimum period required by state law for record retention for public school districts or local governmental units, but in no event less than a period of four (4) years following the termination of this agreement. Prior to the destruction or disposal of any records or documents related to this Agreement, Vendor will notify the District in writing within 30 days of the scheduled destruction or disposal and give the District an opportunity to obtain possession of, retain, and store the same at its own cost.

11. NON-DISCRIMINATION

Vendor 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.

12. HOLD HARMLESS

VENDOR 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 VENDOR'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 VENDOR'S PERFORMANCE UNDER THIS CONTRACT.

13. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall commence April 12, 2024, and remain effective through a term of one (1) year, with the option to renew for three (3) additional one (1) year terms). All services must be completed during the term of the Contract.

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

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 Vendor, 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 insurance, as required by numbered Paragraph 2 hereof.
- iii. Failure of Vendor 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 Vendor 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 Vendor.** In the event District breaches any material term of this Contract, Vendor may terminate this Contract upon no less than thirty (30) days written notice.

c. Non-Interference. Following the expiration of this Contract or its termination for any reason, Vendor 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.

14. 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: Dr. René Gutiérrez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Vendor: Kill-A-Bug Pest Control
Attn: Robert Sanchez, Owner
4913 South 24th St.
McAllen, TX 78503

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.

15. 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.

16. 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 Vendor.

17. SEVERABILITY

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

18. ASSIGNABILITY

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

19. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Vendor; 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.

20. 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.

21. INTERPRETATION

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

22. 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.

23. AUTHORIZATION FOR CONTRACT

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

24. 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.

25. 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 Vendor 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 Vendor or its assignee stop the services on the date of such termination.

26. 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. Neither party may release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

27. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Vendor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Vendor 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. Vendor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Vendor 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". Vendor's violation of this section shall constitute a material breach of contract. If the Vendor 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.

28. 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.

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

If Vendor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Vendor 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.

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

If Vendor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Vendor 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.

31. 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.

32. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS

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

33. CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

For Contracts awarded under Federal Awards, Vendor agrees to comply with the terms and conditions set out in the Addendum to this Contract entitled “Federal Terms and Conditions”, which Addendum is incorporated herein fully by reference.

34. 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.

35. 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.

36. 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.

37. CONTRACT TERMS CONTROL

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

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

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District

By: _____
Dr. René Gutiérrez, Superintendent

VENDOR:

Robert Sanchez dba Kill-A-Bug Pest Control

By: _____
Robert Sanchez, Owner

Approved as to form:

by: _____
Johnathan Ball, Staff Attorney

ADDENDUM

Federal Terms and Conditions

FEDERAL TERMS AND CONDITIONS

EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR)

Contracts Under Federal Awards Terms and Conditions

Pursuant to 2 CFR § 200.326, all contracts, including small purchases, awarded by McAllen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions:

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

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

- (B) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. 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 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. 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 C.F.R. 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.

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

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000.00 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 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work

week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 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.

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

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

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

- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (*see* 2 C.F.R. 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 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended,

or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process, Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

- (J) Contract Cost and Price - §200.323. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there

is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

- (K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - §200.216. Recipients and subrecipients are prohibited from obligating or expending 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 critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) above, when federal funds are expended by the DISTRICT, Vendor certifies that during the term of an award for all contracts by the DISTRICT resulting from this procurement process,

Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

- (L) Domestic Preferences for Procurements - §200.322. (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "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. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, the DISTRICT has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

- (M) Procurement of Recovered Materials. For all contracts greater than \$10,000.00, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and any implementing regulations where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 includes (1) procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. 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 \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

- (N) Small, Minority, Women's Business Enterprises, and Labor Surplus Affirmative Steps. If any subcontracts are to be let by the Contractor, Contractor will be required to shall take affirmative steps to encourage participation by and facilitate contracting with small and minority businesses, women's business enterprises and labor surplus area business firms as set out in 2 C.F.R. 200.321. The affirmative steps include the following: (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; (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- (O) Records Retention Requirements for Contracts Involving Federal Funds. When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- (P) Equal Employment Statement. It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.
- (Q) Certification of Access to Records – 2 C.F.R. § 200.336. Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.
- (R) Copyright. All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.
- (S) Certification of Compliance with the Energy Policy and Conservation Act. When DISTRICT expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).
- (T) Certification of Compliance with Buy America Provisions. DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (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.
- (U) For all professional services contracts paid with federal funds, the contract contains the following provisions:
1. All services will be completed during the effective dates of the contract.
 2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
 3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
 4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.
 5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
 6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
 7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
 8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.
- (V) Applicability to Subcontractors. Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.
- (W) The Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances, It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as

specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. Buy America Act: DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-25.2).
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
12. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
13. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
14. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

Exhibit "A" – District’s Request for Proposal No. 2024-028



2024-1028

Integrated Pest Management and Pest Control Services

Issue Date: 2/23/2024

Questions Deadline: 3/1/2024 10:00 AM (CT)

Response Deadline: 3/6/2024 03:00 PM (CT)

Contact Information

Contact: Liz Montes, Senior Buyer

Address: Purchasing Services

Administration Office

2000 N 23rd St

McAllen, TX 78501-6126

Phone: (956) 657-4485

Fax: (956) 657-4481

Email: emontes@mcallenisd.net

Event Information

Number: 2024-1028
Title: Integrated Pest Management and Pest Control Services
Type: Request for Proposal
Issue Date: 2/23/2024
Question Deadline: 3/1/2024 10:00 AM (CT)
Response Deadline: 3/6/2024 03:00 PM (CT)
Notes: McAllen Independent School District (the "District") invites your submittal on the above referenced project.

Interested respondents may obtain details 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.

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.

COMMUNICATION WITH DISTRICT PERSONNEL

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

Ship To Information

Contact: Ruben Treviño, Executive Director for Facilities,
Address: Facilities, Maintenance, & Operations Building A
4309 Warrior Ave. (Behind Nikki Rowe High School)
McAllen, TX 78501
Phone: (956) 632-3200
Email: ruben.trevino@mcallenisd.net

Billing Information

Contact: Dyanira Diaz, Director
Address: Accounting
2000 N. 23rd Street
McAllen, TX 78501
Phone: (956) 632-8403
Email: Dyanira.farias@mcallenisd.net

Bid Activities

Pre Proposal Conference

2/28/2024 2:00:00 PM (CT)

A pre proposal conference will be held at the time and locations indicated below. District representatives will be available to answer any questions relating to this Request for Proposal.

Pre-Proposal Conference: 2/28/2024 2:00 PM

Location: Administration Building - Dr. Ricardo Chapa Board Room

2000 N. 23rd Street, McAllen, TX 78501

Bid Attachments

General Terms and Conditions RFP.pdf

General Terms and Conditions RFP

[View Online](#)

2024-1028 Specifications and Scope of Work.pdf

2024-1028 Specifications and Scope of Work

[View Online](#)

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

W-9 Form

[View Online](#)

CIQ FORM FILLABLE R1.1.2021.pdf

Conflict of Interest Questionnaire (CIQ) form

[View Online](#)

Reference Form FILLABLE.pdf

Reference Form FILLABLE

[View Online](#)

Service Template Vendor - Solicitation FEDERAL 11.28.23.doc

Service Template Vendor - Solicitation FEDERAL 11.28.23

[View Online](#)

Attachment A Criteria Weights.pdf

Attachment A Criteria Weights

[View Online](#)

Attachment B Facilities.Sites.pdf

Attachment B Facilities.Sites

[View Online](#)

Attachment C Work Order.pdf

Attachment C Work Order

[View Online](#)

Attachment D Pesticide Applicator Record Requirements.pdf

Attachment D Pesticide Applicator Record Requirements

[View Online](#)

Requested Attachments

Completed W9 Form

(Attachment required)

Please upload your completed W9 form.

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.

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

HUB Certificate

Upload your HUB Certificate, if applicable.

Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation

Upload your Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation (if applicable).

License(s) (as Required by the Texas Pesticide Law)

(Attachment required)

Upload License(s).

Sample (Invoice, Service Report Forms, Posting Notifications, Quality Control Checklists and any other report forms)

(Attachment required)

Upload samples of an Invoice, Service Report Forms, Posting Notifications, Quality Control Checklists and any other report forms that will be utilized under this contract.

Bid Attributes

1 General Terms and Conditions

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

**This is your electronic signature.

I have read, understand and accept.

(Required: Check if applicable)

2 Specifications and Scope of Work

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

**This is your electronic signature.

I hereby acknowledge.

(Required: Check if applicable)

3 Deviations and Exceptions

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. **If none, enter N/A (Not Applicable).**

(Required: Maximum 4000 characters allowed)

157

4 Form 1295 - Certificate of Interested Parties

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:

- http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- Complete the form
- Enter solicitation number and name
- Print and sign form
- Attach form on "Response Attachments" tab

If exempt, attach documentation.

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

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).

(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)

1
5 **Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries (SB 19)**
If Contractor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Contractor verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

I have read and hereby certify.

(Required: Check if applicable)

1 6 Entities That Boycott Israel

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

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

**This is your electronic signature.

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

1 7 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)

1 8 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 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 cert)
 Small & Minority, WBE, Labor Surplus Area Firms I am neither.
(Required: Check only one)

20 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)

21 Certification of Compliance with 2 CFR § 200.327 for Federally Funded Purchases
Pursuant to 2 CFR § 200.327, all federally-funded contracts, including small purchases, awarded by McAllen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions.

****This is your electronic signature.**
 I have read and hereby certify.
(Required: Check if applicable)

22 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)

23 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.

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

****This is your electronic signature.**
 I have read and hereby certify.
(Required: Check if applicable)

2
4 **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
5 **Equal Employment Statement**

It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

2
6 **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
7

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
8

Rights to Inventions Made Under a Contract or Agreement

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

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

2
9

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)

30 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 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)

31 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.

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

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

3 2 2 C.F.R. § 200.324 Contract Cost and Price

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

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

I have read and hereby certify.

(Required: Check if applicable)

3 3 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 4 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 or any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 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 5 Buy American Act

DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy American Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1–25.2).

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

3 6 Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with School Nutrition Program funds

District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

37 2 C.F.R § 200.321 Contracting with Small and Minority Businesses, Women's Business Enterprise, 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)

38 Administrator's Reference Manual ("ARM") Section 30 Records Retention Requirements:

When school nutrition program funds are expended by the District pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by (United States Department of Agriculture ("USDA")/Texas Department of Agriculture ("TDA")). Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate District and federal or state reviewers. See TDA ARMS Manual, 17.107.

**This is your electronic signature.

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

39 2 C.F.R. §200.337 Access to Records

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

**This is your electronic signature.

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

40 Copyright

All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.

**This is your electronic signature.

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

4
1 **Certification of Compliance with the Energy Policy and Conservation Act**

When District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

4
2 **Professional Services Contracts Paid with Federal Funds**

For all professional services contracts paid with federal funds, the contract contains the following provisions:

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.
5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

4
3 **Applicability to Subcontractors**

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

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

4 Certification of Compliance with Other Federal Provisions

Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
10. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
11. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
12. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
13. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

**This is your electronic signature.

I have read and hereby certify.

(Required: Check if applicable)

45 **Federally Funded Purchases**
Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases.

**This is your electronic signature.

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

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

**This is your electronic signature.

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

47 **Are you able to respond to emergency service requests within 24 hours?**
Contractor shall provide on-call service for complaint calls. On-call services shall be classified as regular and emergency visits. Emergency visits shall be requested for health-threatening situations or problems which render all or part of a building unusable (i.e., presence of venomous insects, massive cricket infestations, etc.). Emergency calls shall be responded to within 24 hours. Regular and emergency on-call service will be considered part of the service, as detailed in the itemized proposal, and will be provided at no extra charge.

 Yes No
(Required: Check only one)

48 **If you are not able to respond to emergency service request within 24 hours, how soon are you able to respond?**

(Optional: Maximum 1000 characters allowed)

49 **Are you able to respond to general service requests within 24-48 hours?**

 Yes No
(Required: Check only one)

50 **If you are not able to respond to general service requests within 24-48 hours, how soon are you able to respond?**

(Optional: Maximum 1000 characters allowed)

51 **Respondent accepts to be paid within 30 days after receipt of a properly prepared invoice.**
Acknowledge you have read, understand and accept the statement above.

**This is your electronic signature.

 I have read, understand and accept.
(Required: Check if applicable)

**5
2** Respondent agrees that the District shall not be charged additional fees for any return visits needed within one (1) month of treatment.
Acknowledge you have read, understand and accept the statement above.

**This is your electronic signature.

 I have read, understand and accept.
(Required: Check if applicable)

**5
3** Do you have an active and answered direct telephone number and an after-hours number?
 Yes No
(Required: Check only one)

**5
4** If yes, list direct telephone number.
 ext:
(Optional)

**5
5** If yes, list emergency telephone number.
 ext:
(Optional)

**5
6** Has your company been in business for a minimum of five (5) years?

(Optional: Maximum 1000 characters allowed)

**5
7** Respondent confirms that he/she has available under direct employment and supervision the necessary personnel organization and facilities to properly fulfill all the service and conditions required under the Specifications and Scope of Work.
Acknowledge you have read, understand and accept the statement above.

**This is your electronic signature.

 I have read, understand and accept.
(Required: Check if applicable)

**5
8** Does Respondent have a Board Certified Entomologist on staff or access to one as a consultant?
 Yes No
(Required: Check only one)

**5
9** If yes, provide details. (Name of Entomologist and contact information)

(Optional: Maximum 1000 characters allowed)

60 Provide the number of technicians that will be providing services throughout the term of the contract.

(Optional: Numbers only)

61 KEY PERSONNEL

62 Technician 1 Name

(Required: Maximum 1000 characters allowed)

63 Technician 1 License(s) held

(Required: Maximum 1000 characters allowed)

64 Technician 1 relevant work history

(Required: Maximum 1000 characters allowed)

65 Technician 1 number of years pest management experience.

(Required: Numbers only)

66 Technician 2 Name

(Optional: Maximum 1000 characters allowed)

67 Technician 2 License(s) held

(Optional: Maximum 1000 characters allowed)

68 Technician 2 relevant work history

(Optional: Maximum 1000 characters allowed)

69 Technician 2 number of years pest management experience.

(Optional: Numbers only)

70 Technician 3 Name

(Optional: Maximum 1000 characters allowed)

71 Technician 3 License(s) held

(Optional: Maximum 1000 characters allowed)

72 Technician 3 relevant work history

(Optional: Maximum 1000 characters allowed)

73 Technician 3 number of years pest management experience.

(Optional: Numbers only)

Bid Lines

1 INTEGRATED PEST MANAGEMENT SERVICES SHALL INCLUDE ALL DISTRICT PORTABLES, PLAYGROUNDS, PAVILLIONS, STORAGES AND GYMS ON ALL DISTRICT SITES.

2 Package Header
MCALLEN HIGH SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES
Total: \$

Package Items
2.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER
(Response required)
Price: \$ Total: \$
Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

2.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3 Package Header

MEMORIAL HIGH SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

3.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4 Package Header

NIKKI ROWE HIGH SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

4.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

4.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

**State Minimum Linear Feet*

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5 Package Header

INSTRUCTION & GUIDANCE CENTER INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

5.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

5.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6 Package Header

LAMAR ACADEMY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

6.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

7 Package Header

ACHIEVE EARLY COLLEGE HIGH SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

7.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

7.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

7.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

8 Package Header

TRAVIS MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

8.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

8.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

8.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9 Package Header

BROWN MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

9.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

10 Package Header

MORRIS MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

10.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

10.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

10.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1 Package Header

CATHEY MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

11.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

11.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

11.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1
2

Package Header

FOSSUM MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

12.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

12.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

12.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1
3

Package Header

DE LEON MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

13.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

13.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

13.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1
4

Package Header

ALVAREZ ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

14.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

14.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

14.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1
5

Package Header

BONHAM ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

15.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

15.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

15.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1
6

Package Header

HOUSTON ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

16.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

16.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

16.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

17 Package Header

JACKSON ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

17.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

17.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

17.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1
8

Package Header

NAVARRO ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

18.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

18.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

18.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1
9

Package Header

MILAM ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

19.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

19.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

19.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2
0

Package Header

WILSON ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

20.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

20.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

20.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2
1

Package Header

FIELDS ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

21.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

21.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

21.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2
2

Package Header

SEGUIN ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

22.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

22.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

22.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

**2
3 Package Header**

ESCANDON ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

23.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

23.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

23.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2
4

Package Header

RAYBURN ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

24.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

24.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

24.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2
5

Package Header

ROOSEVELT ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

25.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

25.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

25.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2
6

Package Header

GARZA ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

26.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

26.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

26.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2
7

Package Header

MCAULIFFE ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

27.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

27.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

27.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2
8

Package Header

GONZALEZ ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

28.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

28.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

28.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

2
9

Package Header

CASTANEDA ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

29.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

29.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
 Additional notes
(Attach separate sheet)

29.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
0

Package Header

SANCHEZ ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

30.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

30.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

30.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
1

Package Header

PEREZ ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

31.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

31.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

31.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

**3
2 Package Header**

HENDRICKS ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

32.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

32.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

32.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
3

Package Header

THIGPEN/ZAVALA ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

33.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

33.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

33.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
4

Package Header

SPECIAL EDUCATION BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

34.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

34.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

34.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
5

Package Header

CROCKETT AUXILLARY CENTER INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

35.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

35.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

35.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
6

Package Header

ADMINISTRATION BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

36.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

36.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

36.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
7

Package Header

HUMAN RESOURCES AND SURROUNDING PORTABLES INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

37.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

37.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

37.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
8

Package Header

TRANSPORTATION BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

38.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

38.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

38.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3
9

Package Header

FACILITIES, STUDENT OPERATIONS, DEPARTMENT OF TECHNOLOGY, WAREHOUSE BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

39.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

39.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

39.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4
0

Package Header

AG FARM INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

40.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

40.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

40.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

***State Minimum Linear Feet**

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

**4
1 Package Header**

STADIUM AND PRESS BOX INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

41.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

41.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

41.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4 2 Package Header

CENTRAL KITCHEN BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

Total: \$

Package Items

42.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

42.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

(Response required)

Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

42.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4 3 BEYOND 20FT PERIMETER - ANY FACILITY - ON AN AS NEEDED BASIS - FLYING PESTS (BEES, YELLOW JACKETS, ETC.)

(Response required)

Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4 **BEYOND 20FT PERIMETER - ANY FACILITY - ON AN AS NEEDED BASIS - FIRE ANT MOUND**
4 *(Response required)*
 Quantity: 1 UOM: Per Linear Feet Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

4 **BEYOND 20FT PERIMETER - ANY HIGH SCHOOL FOOTBALL FIELD - IPM ON AN AS NEEDED BASIS**
5 *(Response required)*
 Quantity: 1 UOM: Each Treatment Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

4 **BEYOND 20FT PERIMETER - ANY HIGH SCHOOL BASEBALL FIELD - IPM ON AN AS NEEDED BASIS**
6 *(Response required)*
 Quantity: 1 UOM: Each Treatment Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

4 **BEYOND 20FT PERIMETER - ANY HIGH SCHOOL SOFTBALL FIELD - IPM ON AN AS NEEDED BASIS**
7 *(Response required)*
 Quantity: 1 UOM: Each Treatment Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

4 **BEYOND 20FT PERIMETER - ANY MIDDLE SCHOOL FOOTBALL FIELD - IPM ON AN AS NEEDED BASIS**
8 *(Response required)*
 Quantity: 1 UOM: Each Treatment Price: \$ Total: \$
 Supplier Notes: _____

 No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

McALLEN INDEPENDENT SCHOOL DISTRICT

Request for Proposal No. 2024-1028 Integrated Pest Management and Pest Control Services *Specifications and Scope of Work*

1.0 BACKGROUND

McAllen Independent School District (the “District”) is a multicultural community of over 20,000 students. The District’s vision is to educate all students to become lifelong learners and productive citizens in a global society through a program of educational excellence utilizing technology and actively involving parents and the community. The District consists of eighteen (18) elementary schools, six (6) middle schools, three (3) traditional high schools, and two (2) non-traditional high schools.

Officers of the District are:

Debbie Crane-Aliseda, Trustee
Erica de la Garza-Lopez, Trustee
Elizabeth (Lizzie) Kittleman, Trustee
Sofia M. Peña, Trustee
Lucia Regalado, Trustee
Aaron D. Rivera, Trustee
Sam Saldivar, Jr., Trustee
Dr. René Gutiérrez, Superintendent

2.0 INTENT

It is the intent of the District, through this Request for Proposal (“RFP”), to select respondents(s) (“Respondent”), offering the best value Integrated Pest Management (“IPM”) and pest control services.

3.0 REQUIREMENTS

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

4.0 TERM AND TERMINATION OF AGREEMENT

The period of the contract (“Contract”) resulting from this RFP will be for a primary term of one (1) year with the option to renew for three (3) additional one (1) year terms.

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

4.2 Termination with Cause.

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

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

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

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

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

McALLEN INDEPENDENT SCHOOL DISTRICT
Request for Proposal No. 2024-1028 Integrated Pest Management and Pest Control Services
Specifications and Scope of Work

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

5.0 PRICING, INVOICING AND PAYMENT

The pricing offered through this RFP must remain firm for the term of the Contract. Price decreases and/or discount percentage in favor of the District are acceptable at any time throughout the term of the contract. In case of a price increase required due to market shortage or market change, documentation must be submitted for approval to Laura Williams, Director of Purchasing Services at laura.williams@mcallenisd.net.

6.0 REFERENCES

Respondent shall obtain a minimum of three (3) references from other school districts for similar services. References must complete the "District Reference Form" (See Attachments tab).

7.0 EVALUATION CRITERIA

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

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

7.9 Federally Funded Projects shall be in accordance with:

- 7.9.1** Code of Federal Regulations, 2 CFR 200.320; or
- 7.9.2** United States Department of Agriculture ("USDA") guidelines, 2 CFR 200; and
- 7.9.3** Buy American Act Guidelines.

7.10 Relative Weights:

- 7.10.1** Relative weights for state and local criteria: 98%
- 7.10.2** Relative weights for federally funded criteria: 2% as applicable

Refer to Attachment "A" for weights.

8.0 EVALUATION COMMITTEE.

The evaluation committee which will be comprised of Ruben Trevino, Executive Director for Facilities, Maintenance & Operations; Roel Moroles, Assistant Director of Facilities, Maintenance & Operations; Sonia Esquivel, Director of Child Nutrition Program; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Liz Montes, Senior Buyer, will evaluate the RFP and recommend the successful Respondent(s).

McALLEN INDEPENDENT SCHOOL DISTRICT

Request for Proposal No. 2024-1028 Integrated Pest Management and Pest Control Services *Specifications and Scope of Work*

9.0 COMMUNICATION WITH DISTRICT PERSONNEL

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

10.0 SCOPE OF WORK

The District has an implemented integrated pest management program (“IPM”) for achieving long-term, environmentally sound pest suppression using a wide variety of technological and management practices. The District is accepting proposals from vendors offering the best value for Pest Control Services for all campuses, departments, storage facilities, food service kitchen, dining areas and campus grounds according to the Scope of Work herein.

10.1 Awarded Respondent (“Contractor”) shall:

10.1.1 Provide a monthly pest control inspection and treatment service schedule within one (1) week of being awarded the contract. Pesticide application shall be on an as-needed-basis and/or on a monthly basis as scheduled by IPM Coordinator. See **Attachment B Facilities/Sites** for locations on the Ionwave “Attachments” tab.

10.1.2 Pesticide control treatment in cafeterias must be scheduled a week in advance and shall be ONLY between the hours of 1:00pm – 3:00pm unless otherwise approved by the Director of Child Nutrition Program (“CNP”). Scheduled treatment must be approved by the CNP Director and will be under the supervision of the cafeteria managers unless otherwise approved by the Director of CNP.

10.1.3 Pest control services for all other Facilities/Sites shall be scheduled after school.

10.1.3.1 Pest control services include, but are not limited to, rats, mice, possums, bees, wasps, hornets, spiders, scorpions, cockroaches, all types of ants, moths, fleas, ticks, and silverfish. Rat and mice infestations located in burrows in the ground adjacent to buildings are included.

10.1.3.2 Pest control treatment and inspection services are extended up to twenty (20) feet from any facility/site including portables, playgrounds, pavilions, storages, and gyms. Athletic fields are excluded.

10.1.3.3 Pest control treatment for termites, fleas, ticks, and other wood destroying insects will be on a per square foot proposal on an as needed basis.

10.1.3.4 Areas included in monthly service fees include, but not limited to, lounges, coffee bars, home economic labs, small kitchens, special education classrooms, all classrooms, all mechanical/custodial closets, Monthly 20FT perimeter inspection around all buildings pertaining to site (to include pest control on all district portables, playgrounds, pavilions, storages and gyms on all district sites).

10.1.3.5 Contractor shall extend the same monthly rate to each new facility and/or areas for pest control services not specified in this contract. (Note: This applies to newly constructed facilities.)

10.1.3.6 Contractor shall not charge additional fees for any return visits (needed due to failed pest control treatments not providing acceptable and satisfactory results) within one (1) month of treatment.

10.2 Furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM Plan.

10.3 Conduct a thorough initial inspection of each building or site within ten (10) days of the initiation date of the contract.

10.3.1 Contractor shall submit a Pest Control Plan for each building or site within five (5)

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working days after thorough initial inspection. If aspects of the Pest Control Plan are incomplete or not approved by the IPM Coordinator, the Contractor shall have two (2) working days to submit revisions.

- 10.3.1.1** The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all premises, the effectiveness of previous control efforts, and to identify problem areas and any equipment structural features or management practices that are contributing to pest infestation. Access to building space shall be coordinated with IPM Coordinator. IPM Coordinator will inform the Contractor of any restrictions or areas requiring special scheduling.
 - 10.3.1.2** Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access and for making objective assessments of pest population levels throughout the term of the contract. In addition, the Contractor will work with the IPM Coordinator to establish population levels that constitute unacceptable levels that include planned frequency of Contractor visits and approximate duration of each visit.
 - 10.3.1.3** Structural modifications for pest suppression shall not be the responsibility of the Contractor with the exception of minor caulking which shall be the responsibility of the Contractor.
 - 10.3.1.4** Identify infested zones on a diagram of the building floor plan, and a specific plan for solving the problem that caused and or allows each of the infestations to persist as requested.
 - 10.3.1.5** Propose methods of evaluation of the effectiveness of actions and amendments to the Pest Control Plan as needed to assure pest control needs are met.
- 10.4** Provide written reports describing program status and recommendations for the corrective actions that may to be implemented by the District or the Contractor; and provide emergency pest control call out services throughout the term of the contract as requested by the IPM Coordinator.
- 10.5** Provide a summary of the proposed control methods (caulking, reduced access to food and harborage sites) and equipment (example: crevice vacuum cleaner, pressurized air for flushing insects, etc.) that will be utilized for these services within one (1) week of being awarded the contract.
- 10.6** Provide current labels, and Material Safety Data Sheets (“MSDS”) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service and rationale for their use prior to commencement of the Contract and prior to the use of any product changes,.
- 10.6.1** Contractor shall be responsible for the application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (“EPA”) and by the State of Texas. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state, and local laws and regulations.
 - 10.6.1.1** The application of pesticides is subject to the Federal Insecticide, Fungicide, and Rodenticide Act (7 United States Code 136 et seq.), Environmental Protection Agency regulations in 40 Code of Federal Regulations, Occupational Safety and Health Administration regulations, and state and local regulations. Where there is a conflict between applicable regulations, the most stringent will apply.
 - 10.6.2** Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

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Lack of knowledge of the Contractor shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

- 10.6.3** Contractor shall observe all safety precautions throughout the performance of this contract and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of the work and shall hold the District harmless for any action on the Contractor's part or that of its employees that results in illness, injury, or death.
- 10.6.4** Contractor shall adhere to the following rules for pesticide selection and use:
 - 10.6.4.1** Contractor shall use non-pesticidal methods of control wherever possible. For example: portable vacuums rather than pesticide sprays shall be used for initial clean-outs of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.
 - 10.6.4.2** Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.
 - 10.6.4.3** Application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable on a case-by-case basis, as approved by IPM Coordinator.
 - 10.6.4.4** When it is determined that a pesticide must be used to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.
 - 10.6.4.5** Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate. Liquid aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building.
 - 10.6.4.6** Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical.
 - 10.6.4.7** Contractor shall obtain the approval of the IPM Coordinator prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment in any area that is or can contact any scientific, medical or potentially sensitive area where the use of pesticides could have negative effects or critically endanger, research, animal or human entities. The Contractor shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
 - 10.6.4.8** Contractor shall provide additional measures to ensure communication with the District whenever applied pesticide formulations and use of patterns are considered to pose a considerable potential for human exposure. Notification to IPM Coordinator will be given 48 hours prior, if the area treated cannot be entered for any length of time, so that any safety issues can be dealt with by the District personnel for safety of customers, internal and external.
 - 10.6.4.9** Contractor shall not store, or dispose of, any pesticide product(s) or chemical or non-chemical containers on District property. All pests must be disposed of outside of school property and in a humane and legal manner.

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- 10.6.4.10** Contractor shall not sell, share, or make available any pesticide products to any non-licensed District employee.
- 10.6.5** Rodent control inside occupied buildings shall be accomplished with trapping devices.
 - 10.6.5.1** All rodenticides, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife, and domestic animals--or in EPA-approved, tamper-resistant bait boxes. Rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible. Frequency of bait box servicing shall depend upon the level of rodent infestation.
 - 10.6.5.2** All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following rules:
 - 10.6.5.3** All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations. The lids of all bait boxes shall be securely locked or fastened shut.
 - 10.6.5.4** All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
 - 10.6.5.5** Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
 - 10.6.5.6** All bait boxes shall be labeled with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and at each service.
 - 10.6.5.7** When necessary to install rodent bait boxes, the Contractor will furnish a form to the IPM Coordinator, indicating the box location, date of installation and removal date.
 - 10.6.5.8** Trapping devices shall be checked on a schedule approved by the IPM Coordinator.
 - 10.6.5.9** Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc.
 - 10.6.5.10** The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner.
- 10.6.6** All vendor personnel working in or around buildings specified in this agreement shall wear distinctive uniform clothing. All vendor personnel must possess proper identification and proof of credentials while at school sites and facilities. The vendor shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products used. All personnel with the IPM company must have the appropriate identification and clearance to enter a school environment.
- 10.6.7** Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on District property. Vehicles must meet Texas Department of Transportation requirements.
- 10.6.8** Contractor shall provide a descriptive monthly report for each site with specific photos where corrective action is needed.
- 10.6.9** IPM Coordinator will notify Contractor if any pest infestation occurs prior to the next routine scheduled service. Contractor must remedy the situation at no additional charge to the District. The following guidelines have been set by the District and must be accepted by the Contractor.
 - 10.6.9.1** Contractor must pick up work orders associated with pest control within twenty-four (24) hours of notice and must be completed within forty-eight (48) hours. Once work has been completed, Contractor will supply a completed

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work order sheet with signature of applicator and statement of work completed to the IPM Coordinator.

- 10.6.9.2** If any pests are discovered by District Personnel, the Contractor shall respond within twenty-four (24) hours after notification to correct the situation. The Contractor shall pick up work orders from the IPM Coordinator for service requests (refer to **Attachment C Work Order** on the Ionwave “Attachments” tab).
- 10.6.10** The Contractor shall submit Inspection Reports to the IPM Coordinator no later than ten (10) days after completion of the scheduled field inspection (field inspections occur at the start of Contract and on an as needed basis). Field Inspection Reports shall include exact physical location where services were performed, detailed description of work performed, name of technician performing work, date and time maintenance was performed, all associated photos with the IPM inspection and any areas that require corrective actions, and Approval Form for Yellow and Red List Products.
- 10.6.11** All monthly invoices must clearly state the cost per campus, the grand total of all sites and must be delivered to the FMO Dept. at the end of the service month by email.
- 10.6.12** Contractor shall be responsible for maintaining a pest control record of services for each facility specified in this Contract. (See **Attachment D Pesticide Applicator Record Requirements** on the Ionwave “Attachments” tab for additional reference) A copy of these records shall be maintained by the Contractor and will be made available to the IPM Coordinator upon request to examine within forty-eight (48) hours. The records shall contain the following information:
 - 10.6.12.1** A copy of the approved Pest Control Plan for that facility, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.
 - 10.6.12.2** All work tickets for each site/facility are to be maintained. Each work ticket must identify complaints received from the Customer and the action taken. Work Tickets should indicate the name and signature of technician, name and address of site/facility being serviced, purchase order number, description of services and/or treatments provided, signature of site/facility employee, and approval Form for Yellow and Red List Products.
 - 10.6.12.3** Preventative maintenance confirmations, pest sightings, sanitation/ environmental status, additional pest control recommendations, and follow-up to any current special pest control projects (list and status).
- 10.7** Contractor shall fulfill all obligations with regard to posting, as required by the Texas Structural Pest Control Board. The District will be responsible for posting, in a prominent location, pest control signs provided by the Contractor in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, the District will display the pest control sign in a prominent location at the time of treatment.
- 10.8** Contractor shall use liquid insecticides only during times when students are not expected to be present for normal academic activities. The Contractor shall work with the designated District representative to determine whether an emergency situation exists before applying any pesticides. In the event of such an emergency treatment, the Contractor will maintain records of the reasons for such treatments for the period prescribed by law.
- 10.9** Should at any time the District become dissatisfied with pest control service, the successful Contractor shall be notified by District Officials regarding problems that occurred. The notice will detail the problems and site(s) which are experiencing the problems. The Contractor will be required to contact the IPM Coordinator to discuss possible solutions, and the Contractor will be given a date by which a written response with the proposed solutions must be submitted.
- 10.10** IPM Coordinator will continually evaluate the progress of this contract in terms of effectiveness

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and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

10.10.1 Contractor shall submit all required documents and treatment schedules to the IPM Coordinator as detailed above.

10.10.2 Contractor shall provide a current list of names (see Attribute #59 on Ionwave) and upload the commercial applicator or technician's licenses for every employee who will be performing on-site services on the "Attachments" tab in Ionwave.

10.10.3 Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or licensed technicians. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Structural Pest Control Board.

10.10.4 Unlicensed applicators will not be permitted to provide service to the District under this contract.

10.11 Respondent(s) are required to be licensed or certified as required by the Texas Pesticide Law and Texas Department of Agriculture. Respondent(s) shall upload a copy of license(s) for this contract to the Ionwave "Attachments" tab. Acceptable licenses include, but are not limited to, Commercial Certified Applicator License, Categories: Lawn and Ornamental, Structural Pest Control and Termite.

11.0 AWARD INFORMATION

Award information will be available for download from our website within ninety (90) days of opening: <https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors>.

12.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

The District prefers and encourages Respondents to submit their response through Ionwave (<https://mcallenisd.ionwave.net>), however, we will accept submittals in a sealed envelope via mail or hand delivered. Email Liz Montes, Senior Buyer at emontes@mcallensd.net for address and mailing instructions.

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

1. Proposer Guarantee:

- 1.1 Proposer agrees to comply with all terms and conditions contained in this document and the RFP.
- 1.2 Proposal must comply with all federal, state, county, and local laws concerning these types of goods/services.
- 1.3 Proposer guarantees products/services offered will meet or exceed the written specifications identified in the RFP.
- 1.4 Proposer agrees to protect the District from claims involving infringement of patents or copyrights.
- 1.5 Minimum Standards for Responsible Prospective Proposers: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective Proposer must affirmatively demonstrate Proposer's responsibility. District may request representation and other information sufficient to determine Proposer's ability to meet the following minimum standards:
 - 1.5.1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state or federal procurements or contracts;
 - 1.5.2 are not identified in the "Debarment and Suspension" issued by the General Services Administration;
 - 1.5.3 have adequate financial resources, or the ability to obtain such resources as required;
 - 1.5.4 be able to comply with the required or proposed delivery schedule;
 - 1.5.5 have a satisfactory record of performance;
 - 1.5.6 have a satisfactory record of integrity and ethics;
 - 1.5.7 be otherwise qualified and eligible to receive an award.
- 1.6 Contract: This proposal, when properly accepted by District, shall constitute a contract equally binding between the awarded Proposer and District. Different or additional contractual terms may become a part of this contract.
- 1.7 Conflict of Interest: Any purchase order of contract resulting from this process shall be considered null and void if the awarded Proposer fails to comply with Section 1, Subtitle C, Title 5, Local Government Code Chapter 176: Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information, specifically Sec. 176.006: Disclosure Requirements for Contractors and Other Persons; Conflict of Interest Questionnaire Form CIQ.
- 1.8 Criminal History Record Information Review: Proposer agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. Proposer, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. Proposer agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. Proposer agrees that if awarded a contract, Proposer will provide to the District a list with names of all of their employees and any subcontractor's employees before commencing any services. Proposer further agrees to provide written notice of any new employees and any new subcontractor's employees to the District immediately after employment. Proposer further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.
- 1.9 Entities Certification regarding Boycotting of Israel & Prohibition on Contracts with Certain Companies Engaged In Business With Iran, Sudan, Or Foreign Terrorist Organization and Listed Companies - Govt Code 808 (HB89) and Govt Code 2252 (SB252): Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies of services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
- 1.10 Form 1295. Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to District before Proposer may enter into a contract with that business entity. **Form must be completed online.** If this is your first time to access the Texas Ethics Commission (TEC), you will be required to create an account and establish a user name and password. This will require for you to have a valid email address and know your email user name and password as you will be required to access your email to validate your identity. After creating a user name and password at TEC, you will log in and begin completing Form 1295. Completing Form 1295 will require a contract number, which identifies and ties the form to the District's contract number; which is the assigned RFP No. for this solicitation.

How to complete Form 1295:

 - Go to website: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - Enter Required information
 - Print form
 - Submit with proposal
- 1.11 Campus Visitation Procedures: If Proposer is awarded a contract which requires on-site visit, Proposer must first report to the front office and must be prepared to present a valid driver's license for clearance through the District's security system.
- 1.12 Representations: Proposer represents that the products/services provided by Proposer hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason District determines in its sole discretion, that part or all of such products/services fail to meet the expectation of District, District may on ten (10) days' notice terminate this Contract and receive the pro-rata portion of the contract sum paid to Proposer by District for the unexpired term of the Contract.
- 1.13 Proposer, in submitting this proposal, agrees that District shall not be liable to prosecution for damages in the event that District declares Proposer in default.
- 1.14 Purchases made for school use are exempt from the state sales tax and federal excise tax. Do not include these taxes in your proposal. Both unit prices and extension must be submitted. Unit prices shall govern.

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- 1.15 **Adherence to Specifications and Anti-Collusion:** Proposer is responsible for reading the instructions and specifications to Proposer. Each Proposer by making his proposal represents that he has read and understands the proposal documents and his proposal is made in accordance therewith. Signing this proposal affirms that your company will enter into a binding contract with District for products/services awarded to your company. Proposer, by signing and executing this proposal, certifies and represents to the District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this proposal on the basis of any consideration not authorized by law; Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.
- 1.16 **Bid Guarantee:** Bid bonds may be required for certain bids/proposals in excess of \$25,000, if stated in the RFP. A bid guarantee will be submitted in the form of a bid bond, postal money order, certified check or cashier's check in an amount not less than 5% of the total maximum amount bid/proposed, payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the proposal. If the awarded Proposer, upon acceptance of his proposal by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his proposal, and the bid guarantee shall be available toward offsetting such difference.
- 1.17 **Performance and Payment Bonds:** Payment bonds are required on construction projects costing \$25,000 or more. Performance bonds are required on construction projects costing \$100,000 or more. Payment and Performance bonds may be required for projects other than construction, if stated in the RFP. When a performance or payment bond is required, the amounts shall be for 100% of the contract amount.
- 1.17.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.
- 1.17.2 Payment and performance bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).
- 1.17.3 Bonds may be executed only by a surety company that is authorized and admitted to write surety bonds in the State of Texas.
- 1.17.4 A separate performance or payment bond MUST be provided for each contract awarded and must reference the contract number(s) for which the bond is provided.
- 1.17.5 All references to the bond by Proposer and/or surety companies must reference the contract number in lieu of or in addition to the bonding company's number, and the effective dates of the contract.
- 1.17.6 Bonds and other forms of surety must be made payable to McAllen Independent School District. Bonds in excess of \$100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of \$100,000 from a United States Treasury listed reinsurer.
2. **General Provisions**
- 2.1 **Term of Contract and Purchase Order Dates:**
- 2.1.1 The RFP shall state the term of the contract and applicable extensions.
- 2.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the awarded Proposer(s). **The purchase order number must appear on all itemized invoices and packing slips. District will not be held responsible for any orders placed/delivered without a valid signed purchase order.**
- 2.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Proposers may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.
- 2.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.
- 2.1.5 **Grace Period:** District requests the right to continue to enforce this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons.
- 2.1.6 District reserves the right to reorder from this proposal for the term of the contract at the proposed award prices or lower provided the terms and conditions remain the same. Proper authorization for reorders and issuance of approved and manually signed purchase orders will be through Purchasing Services only.
- 2.2 **Shipment Identification and Delivery:** Special delivery requirements will be addressed in the Specifications and Scope of Work or in the specifications contained in each RFP. The following shall be applicable unless in conflict with specific contract instructions.
- 2.2.1 **Identification of Shipments:** In addition to the complete destination address, each package must be clearly marked with the District's purchase order number and the ATTN: addressee as shown on the order. Each shipment must be accompanied by an itemized packing slip.
- 2.2.2 **Packaging and Labeling:** All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by Proposer.
- 2.2.3 **Hours for Delivery:** Delivery shall be made between 8:00 a.m. and 3:00 p.m. unless prior approval for after-hours delivery has been obtained from the District.
- 2.3 **Inspection and Tests:** All goods are subject to inspection and testing by the District. Authorized District personnel shall have access to a Proposer's place of business for the purpose of inspecting contracted merchandise. Tests may be performed on samples obtained by District request or taken from regular shipments. When products tested fail to meet or exceed all applicable specifications, the cost of the sample used and the cost of any testing shall be borne by Proposer. Goods that have been delivered and rejected in whole or in part may be, at the District's option, returned to Proposer at Proposer's risk and expense or disposed of in accordance with District procedures. Proposer may request that goods be held at Proposer's risk for a reasonable period of time for later disposition at Proposer's expense. Latent defects

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may result in revocation of acceptance of any product.

- 2.4 **Late Delivery:** If a delivery delay is foreseen, Proposer shall give notice to District with seventy-two (72) hour notice. The District has the right to extend the delivery date if reasons appear valid. Proposer must keep the District advised at all times of the status of the order. If Proposer has orders in their possession which have not been completed within the specified delivery time, the District reserves the right to withhold issuance of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
 - 2.5 **Back Orders:** The District may purchase on the open market any commodity reported by a Proposer to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.
 - 2.6 **Damage Assessment:** If a Proposer is in default on an order, the District reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to Proposer. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of Proposer from the District's Centralized Master Contractors List (CMBL).
 - 2.7 **Emergency Deliveries:** In case of an emergency experienced by a qualified ordering entity, the awarded Proposer is requested to supply the needed material immediately, if possible. If the awarded Proposer cannot respond, then the emergency requirement may be purchased on the open market. The District or Proposer shall not consider such purchases a breach of contract.
 - 2.8 **Substitutions:** All substitutions require prior written approval by the District. The District reserves the right to require Proposer to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. Proposer must contact the qualified ordering entity prior to shipment of the approved substitution.
 - 2.9 **Purchases Off Contract:** Under certain circumstances, the District permits campuses and other District users to purchase commodities available through a contract on the open market. Such circumstances may be identified in the RFP. Proposers are to allow for such purchases provided purchase orders are issued for these purchases.
 - 2.10 **References:** District may request Proposers to supply, with this proposal, a list of at least three (3) references where like goods/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
 - 2.11 Proposals from unresponsive Proposers will not be accepted. Proposers having a history of inconsistent service and unreliability will not be considered by the District to be a responsible Proposer.
 - 2.12 Proposer will employ accounting policies and procedures hereunder to preserve all contract-related records for the term of this Contract and such further period of time thereafter as may be prescribed by Federal, State or Local regulations. All Proposers are subject to having any records or other documentation related to any transaction with District available for public access or for review and auditing purposes by any local, state or federal agency, as well as, the public in accordance with the provisions of Government Code, Title 5, Subtitle A, Chapter 552, Open Records.
 - 2.13 **Notice:** Any notice provided by this proposal (or required by Law) to be given to the awarded Proposer by District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in McAllen, Texas, by Registered or Certified mail, addressed to the awarded Proposer at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
 - 2.14 **Venue:** This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
 - 2.15 **Silence of Specification:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
 - 2.16 **Deviations from Specifications:** All deviations from the specifications must be noted in writing, in detail by Proposer at the time of submittal of the proposal. The absence of a written list of specification deviations will hold Proposer strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.
 - 2.17 Proposers that fail to comply with the conditions of the RFP may be removed from the District's Centralized Master Contractors List for a period of two years.
 - 2.18 Proposers wishing to reinstate their status must request it in writing at the end of the two-year period.
3. **Preparation of Proposal:**
- 3.1 **Freight Charges & F.O.B. Point:** Quote all proposals F.O.B. destination, transportation prepaid and allowed, i.e., included in the price proposed, unless special contract instructions direct or permit otherwise. Alternate F.O.B. point or freight terms may be offered but are subject to rejection by the DISTRICT.
 - 3.2 **Proposal prices** must be firm for acceptance for 120 days from proposal opening date unless otherwise specified in the RFP. Proposal prices shall remain in effect for a period of one year from date of acceptance by the Board of Trustees unless otherwise specified in the proposal documents. Refer to Section 7 for additional information regarding proposal prices.
 - 3.3 **Usage Figures:** Quantities shown on the RFP under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period indicated in the RFP. These figures are not to be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award and bonding requirements. District users will purchase all commodity requirements from contract Proposers but only in such quantities as actual needs require. To keep consistency of the item description and item numbers, some item quantity(s) is/are marked with a zero (0) quantity on the proposal sheet. Proposals are requested on these items as well.
 - 3.4 **Referenced Example:** Any catalog number, brand name or manufacturer's reference used in an RFP is descriptive only (not restrictive) and is used to indicate type and quality desired. Proposals for brands of like nature and quality will be considered. Proposer should not construe specifications for the referenced example to be the minimum requirements acceptable. The District is the sole determinate as to acceptability of specifications in its best interest. If proposing other than the referenced example, Proposer must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a Proposer takes no written exception to the referenced example in the proposal, the brand names, numbers, etc., exactly as specified in the RFP shall be furnished.
 - 3.5 **Condition of Products:** All items proposed shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the RFP.
 - 3.6 **Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.
 - 3.7 **Unit of Measure:** If offering a proposal price for a different unit of measure, the exception and proposed packaging must be shown by the

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line item proposal.

- 3.8 **Alternate Proposals:** Alternate or supplemental proposals shall be submitted as a separate item and be identified by Proposer's name and signature and be cross-referenced to the applicable item in the RFP.
- 3.9 **Samples:** DO NOT send samples unless requested. Any samples submitted must be furnished at no cost to the District. If not destroyed in examination, samples will be returned to Proposer on request at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with Proposer's name, address, proposal opening date and proposal number. Do not attach samples to proposal pages. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:
McAllen Independent School District
Attn: Purchasing Services
2000N, 23rd ST.
McAllen, TX 78501-7734
- 3.10 **Signature on Proposal:** Electronic signatures are acceptable. The person signing the proposal must have authority to bind the represented company to a contract. An unsigned proposal cannot be signed after the proposal opening time even though Proposer or a representative is present at the proposal opening.
- 3.11 **Attachments:** Proposers may include attachments to describe commodities being proposed and/or to exhibit that products offered meet all written specifications; however, do not submit samples unless requested to do so. No terms or conditions recorded on any attachment will be considered binding unless specifically made a part of the proposal in writing. WARNING: Any added terms or conditions may result in disqualification of a proposal, e.g., proposals subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.
- 3.12 **Addendums:** Should an addition or correction become necessary after an RFP is issued, an addendum relating to the necessary information will be issued electronically. It is the Proposer's responsibility to view the District's Bidding Portal regularly, or prior to submitting a quote, to ensure that no addenda or additional information have been issued for the solicitation. The web address is <https://mcallenisd.ionwave.net/Login.aspx>.
- 3.13 **Discounts for large one-time order deliveries, educational purposes, etc.** The conditions for earning the discount may be indicated by the item being proposed or by submitting a separate page with the information. These discounts will not be considered in determining the low proposal but will be part of any contract issued.
- 3.14 **Proposal Preparation Expense:** Any expense related to the submission of a proposal is the sole responsibility of the Proposer. The District will not reimburse Proposers for any cost related to proposal preparation or submission.
- 3.15 All Proposers doing business with the District must have on file a Form W-9 Request for Taxpayer Identification Number and Certification.
- 3.16 All Proposers must provide a Felony Conviction Notification as required by Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, Subsection (a). A copy of this form is included for your use as part of Contractor Certifications Form.
4. **Submission of Proposal:**
- 4.1 **No Bids:** To remain on Proposer's list, "NO BIDS" must be submitted by Proposers wishing to remain on the District's Centralized Master Contractors List (CMBL). Continued submittal of "NO BIDS" will result in Proposer being removed from the District's Centralized Master Contractors List (CMBL). Proposers not submitting proposals or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Contractors List (CMBL). The District is not responsible for any errors occurring as a result of this procedure.
- 4.2 **Public Proposal Opening:** Proposals are opened in a manner to avoid disclosure of contents to competing Proposers and the contents are kept secret during the process of proposal negotiations. A copy of the proposal tabulation is usually available for public review after proposal awards. Tabulation information is available for download the day after award from the following purchasing webpage: <https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors>.
- 4.3 **Late Proposals:** Late proposals will NOT be considered. The District will not be responsible for missent or misplaced proposals.
- 4.4 **Amending/Withdrawing Proposal:** A proposal cannot be altered or amended after the proposal opening date and time. Any alterations made before the opening date and time shall be initiated by Proposer or Proposer's authorized agent identified in the proposal. No proposal can be withdrawn after the opening date and time without approval of District. All approvals shall be based upon an acceptable written reason for the action.
- 4.5 **Proposal Package(s):** The District encourages and prefers proposals submitted on District RFP form(s) electronically; however, DISTRICT will be accepting sealed packages on CD, USB, paper/hardcopy through mail or hand delivery. Each proposal must be placed in a separate submittal. Proposals must be submitted and time stamped at District no later than the date and time specified for the proposal opening. Only the completed W-9, Contractor Certifications Form, Form 1295, Conflict of Interest and those pages on which a Proposer is submitting a proposal need to be returned. Blank pages or pages with no proposal information should not be returned.
- 4.6 **Price lists must be included in the RFP.** Any terms and conditions in a price list will not be considered a part of a proposal unless specifically identified by Proposer and referenced in writing.
- 4.7 Proposals via the U. S. Postal Service are to be sent to the address shown below.
McAllen Independent School District
ATTN: Purchasing Services (RFP #/Name)
2000 N, 23rd Street
McAllen, TX 78501
- 4.8 **Confidential:** Subject to the requirements of the Texas Open Records Act, if a company believes that a proposal is, or parts of a proposal are confidential, then the company must so specify. The company must stamp in bold letters the term "CONFIDENTIAL" on that part of the proposal, which the company believes to be confidential. The awarded proposal may be considered public information even though parts are marked confidential.
- 4.9 **Copyrighted proposals are unacceptable and will be disqualified as unresponsive.**
5. **Proposal Evaluation and Award:**
- 5.1 **Proposal Evaluation:** The District reserves the right to award on the basis of a low line item, low total (group or groups) or in any other combination that will best serve the interests of the District. The lowest proposal will not necessarily be the awarded proposal. Proposals will be assessed not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of the proposed goods/services to the District's needs and requirements. The District reserves the right to accept or reject all or any part of a proposal, waive minor technicalities

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and make an award in the best interest of the District.

- 5.2 A response to an RFP is an offer to contract with the District based upon the terms, conditions and specifications contained in the RFP.
 - 5.3 Proposals do not become contracts until a Notice of Award (NOA) is issued.
 - 5.4 The contract shall be governed, construed and interpreted under the laws of the state of Texas.
 - 5.5 The District will not be bound by any communication with Proposers other than the RFP, these General Terms and Conditions, Specifications and Scope of Work, Specifications, any written addendum's issued by District, District Policies and Procedures, and State Law.
 - 5.6 The District shall be sole judge of what constitutes the best interest of the District.
 - 5.7 The District reserves the right to reject proposals requiring minimum orders.
 - 5.8 Fees charged for shipping and handling will be considered in awarding proposals.
 - 5.9 Evaluation Criteria: In determining to whom to award a contract, the District shall consider in accordance with the Texas Education Code, Subchapter B, Section 44.031(b) Purchasing Contracts, Subsection (b): (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor's goods or services; (8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and (9) any other relevant factor specifically listed in the request for bids or proposal.
 - 5.10 Notice of Award (NOA): NOA/Tabulation information is available for download from our website at <https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors>. Award information will be posted approximately ninety (90) days from proposal opening. Proposer must advise the District within 10 (ten) days from the date of award by the Board of Trustees of any errors requiring correction.
 - 5.11 Qualified Ordering Entity: All campuses and departments are considered District users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Contracts with the District. These entities may have access to the prices offered to District. Proposers are responsible for identifying and requesting information on these entities.
 - 5.12 To expedite evaluation of the proposals, it is preferable that District forms be used.
 - 5.13 Assignment: The awarded Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of District.
6. Insurance Requirements:
- 6.1 Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - \$500,000.
 - 6.2 Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.
 - 6.3 Business Commercial or Personal Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
 - 6.4 Successful Contractor will provide a certificate of insurance, in Accord 25 Form, to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason.
 - 6.5 Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.
 - 6.6 Successful Contractor shall provide Certificates of Insurance evidencing the above- required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services.
 - 6.7 For non-subscribers that do not carry Workers' Compensation coverage, the District will, on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a \$1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.
7. Price Changes: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in an RFP may be submitted to the District for price adjustment consideration.
- 7.1 Procedures to Follow:
 - 7.1.1 Firm Bids: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.
 - 7.1.2 Catalog Bids: Submit a copy of the new manufacturer's price/cost list. Proposer shall compute new unit prices at the same percentage as reflected in the original proposal (See Sec. II. B. for formula). Prices will be verified for accuracy.
 - 7.1.3 Requirement Contracts: No price increases allowed unless approved by DISTRICT in accordance with Section 7.2.
 - 7.2 Acceptance of Price Increases: The District will accept or reject increases within seven (7) working days after receipt of a properly submitted request. If a properly submitted increase is rejected, Proposer may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation.
 - 7.3 Price Decreases: Proposers are required to implement immediately any price decreases, roll backs, etc. that may become available. The District must be notified in writing of any decreases for file updating purposes and notice to contract users.
8. Administrative Procedure for Bid/Proposal Complaints: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 657-4480.
9. Invoicing:
- 9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and proposal name and shall be mailed directly to:
McAllen Independent School District
ATTN: Director of Accounting 217
2000 North 23 Street

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McAllen, TX 78501

- 9.2 The invoice must show name of Proposer exactly as shown on the purchase order and the correct "Remit to:" address.
- 9.3 Invoice must show name of receiving entity.
- 9.4 Invoice should include a description of each item. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
- 9.5 Quantity, unit and price of each item must be shown. All prices should be extended on the invoice.
- 9.6 Total all extensions on invoice.
- 9.7 Discount, if applicable, must be stated, extended and deducted to arrive at a NET TOTAL for invoice.
- 9.8 Shipment date of merchandise must be shown.
- 9.9 Date of purchase order must be shown.
10. Payment:
 - 10.1 Payment normally will be made to Proposer within 30 days after receipt of a properly prepared original invoice or the receipt of and the acceptance of goods ordered, whichever is later.
 - 10.2 Payments for merchandise purchased with District appropriated funds will be made through District approved and manually signed purchase orders issued by District's Purchasing Services. Payments by qualified ordering entities will be made through the District's Accounting System.
 - 10.3 Partial payments are an exception, but may be made with the prior written approval of the District.
 - 10.4 A purchase for goods or services cannot be made using District funds without prior approval from Purchasing Services in the form of an approved Purchase Order. All invoices shall reflect Purchase Order dates that are on or after Purchasing Services' final approval print date.
 - 10.5 The District reserves the right to adjust any invoice which is in error due to incorrect quantity(s), printing errors or pricing of services or goods on this contract. Upon either written or verbal notification the provider will promptly adjust the error within thirty (30) days from the date the provider is notified of the error.
11. Cancellation:
 - 11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent of Proposer for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through no fault of Proposer, Proposer's permission to cancel is required. All correspondence from Proposer pertaining to the cancellation of an order is to be addressed to the District. In the event the awarded Proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the awarded Proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of District within five (5) working days of receipt of such notice by the awarded Proposer, default will be declared and all the awarded Proposer's rights shall terminate.
 - 11.2 Authorized Relief from Performance (Force Majeure): The District will grant relief, as necessary, from performance of the contract if Proposer is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Proposer. The burden of proof for the need of such relief rests with Proposer. To obtain release based on Force Majeure, Proposer must provide the District with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.
 - 11.3 Termination/Cancellation of Contract: The District reserves the right to cancel entire contract or any portion of a contract with any vendor that fails to perform in accordance with contract terms and conditions. The District and Proposer each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Contract within thirty (30) days from notification. In the event of any actual contract termination/cancellation, District will not be held responsible for loss of business or any termination expenses incurred by the vendor.
 - 11.4 Non-Appropriation of Funds – The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this RFP, the District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) District's other obligations and liabilities under the Agreement(s) relating to, accruing or arising prior to such termination. In the event of such termination, Contractor, at their expense, shall retrieve the equipment, effective on the date of such termination.
 - 11.5 Termination for Default: District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of District in the event of breach or default of this contract. District reserves the right to terminate the contract immediately in the event the awarded Proposer fails to:
 - 11.5.1 Meetschedules;
 - 11.5.2 defaults in the payment of any fees;
 - 11.5.3 otherwise perform in accordance with these specifications.
 - 11.6 Breach of contract or default authorizes District to exercise any or all of the following rights:
 - 11.6.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;
 - 11.6.2 District may take possession of all goods, fixtures and materials of awarded Proposer therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.
 - 11.6.3 District reserves the right to award canceled contract to next lowest and best Proposer as it deems to be in the best interest of District. In such event, the District shall charge the canceled Proposer the difference for any additional cost of such proposal item(s) from the next lowest and best Proposer.
12. Other Provisions:
 - 12.1 Texas state law requires that a purchasing preference be given to any product made from recycled material if the product meets written specifications as to quality and quantity. If a product proposal on this solicitation contains recycled material, please identify the item number and report the percent of all recycled material in the product and the percent of post-consumer material used in the product. "Post-consumer" means material that has been recycled after sale to a consumer as opposed to reuse of manufacturing waste material prior to sale. In addition, identify any products that meet the criteria of "Environmentally Sensitive." Information Request: Please send information on any products not listed in this contract that are related and available through your company which contain recycled material

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along with the percent of post- and pre- consumer content to:

McAllen Independent School District
ATTN: Purchasing Services
2000 N. 23rd Street
McAllen, TX 78501

12.1.1 When proposing, please consider the following:

12.1.2 Packing & Packaging: Use of the minimum amount of packing and packaging material consistent with assuring no damage to product in transit. The use of recyclable and recycled material content packing and packaging material is preferred.

12.1.3 New or Un-used: The terms shall not be interpreted to exclude the use of recycled content materials in products supplied. Nothing in a solicitation shall be construed to preclude the use of recycled content materials in a product regardless of any referenced specifications such as ANSI, ASTM, or Federal specifications so long as the material meets the performance requirements of such specifications and all required laws and regulations.

12.1.4 Material Safety Data Sheets: A Proposer must provide, at no cost, at least one copy of any applicable Manufacturer's Material Safety Data Sheet(s) (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. OSHA: All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC or NEMA.

12.1.5 Asbestos Management Plan: All proposers are required to review the Asbestos Management Plan for all District-owned facilities prior to performing any work or services at District-owned facilities. Asbestos Management Plans may be reviewed at each school site or at the Facilities Maintenance and Operations Department.

12.1.6 AHERA: All work must be in compliance with AHERA.

12.1.7 All contracts awarded in excess of \$10,000 by school districts and their contractors or sub-grantees shall contain a provision requiring compliance with executive order 11246, entitled "Equal employment Opportunity", as amended by executive order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

12.1.8 All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USD 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation, to which he is otherwise entitled. School districts shall report all suspected or reported violations to TEA.

12.1.9 All contracts awarded by school districts and sub-grantees in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours and a standard workweek of 40 hours. Work in excess of the eight hours per day or 40 hours per week shall be compensated at a rate of not less than 1 1/2 times the basic rate of pay. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.

12.1.10 Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. The provision shall require reporting of violations to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

12.1.11 Contracts shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

12.1.12 Advertisement: Proposers are prohibited from using contract award information, sales values/ volumes and/or District customers in sales brochures or other promotions, including press releases.

12.2 Services/items supplied under this contract shall be subject to District's approval. Items found defective or not meeting specifications shall be picked up and replaced by the awarded Proposer at the next service date at no expense to District. If item is not picked up within one (1) week after notification, the item will become a donation to District for disposition.

13 Contract Provisions for contracts under Federal Awards—By submission of this proposal, Proposer agrees to comply with the following provisions.

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

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

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

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

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Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.

- 13.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 13.6 Rights to Inventions Made Under a Grants Contract or Cooperative Contract. If the Federal award meets the definition of "funding contract" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding contract," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.
- 13.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 13.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Proposers that apply or submit a proposal for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- 13.9 An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Any questions regarding this RFP must be submitted through the "questions" tab located within the solicitation on the Ionwave website <https://mcallenisd.ionwave.net/Login.aspx>.

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

If you do not return Form W-9 to the requester with a TIN, you might 22 be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

DISTRICT REFERENCE FORM

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

_____ **Name of Business** _____ **Contract Term** _____

1. The quality of the firm's service. Excellent Good Fair Poor

Comments: _____

2. Timeliness of project. Excellent Good Fair Poor

Comments: _____

3. Will you continue doing business with this vendor? Yes No

Why or why not? _____

4. How satisfied is your organization? Satisfied Not satisfied

Comments: _____

Reference prepared by:

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

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. XXXX-XXX Project Name through Request for Proposal No. XXXX-XXX (Vendor Name)

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

WITNESSETH:

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

WHEREAS, District requested proposals from vendors for Services, more particularly described on Exhibit A attached hereto;

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

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

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; and

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

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the provision of the Services by Vendor 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 VENDOR

Vendor 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.

Vendor represents and warrants to District that Vendor possesses all of the licenses, permits, and expertise required to provide the **equipment**, materials, **and/or labor** and to perform any services contemplated hereunder. Vendor

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

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

- A. This Contract
- B. Exhibit "A" – District's Request for Proposal No. **xxxx-xxxx**
- C. Exhibit "B" – **Vendor's Services, Products and Fees Pursuant to Request for Proposal No. xxx-xxx/ OR Vendor's Response to District's Request for Proposal No. xxxx-xxxx (Depending on whether it is one awarded vendor or multiple.)**
- D. Exhibit "C" – Certificate of Insurance
- E. **Exhibit "D" – Data Sharing Agreement (DELETE IF NOT APPLICABLE)**

This Contract is entered into subject to the following conditions:

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

2. INSURANCE COVERAGE

At all times during the term of this Contract, Vendor will, at Vendor'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 Coverage of at least - \$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. (ONLY TO BE REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).**

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

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

3. TRANSFER, ASSIGNMENT, ETC.

Vendor agrees, for itself and on behalf of its successors, and any person or persons claiming under Vendor by virtue hereof, that this Contract and the rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way, except for the purposes of obtaining project financing with the District's prior written consent.

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 Vendor 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 Vendor as invoiced upon successful and satisfactory installation of **equipment** and materials or delivery of services 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

Vendor expressly acknowledges that Vendor 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. Vendor, as an independent contractor, shall be solely responsible to its employees, agents, third party contractors any other person supplying labor or material, or performing services for Vendor in performing any portion of this Contract or any action or omission incident thereto. Vendor also agrees to pay for and provide workers compensation insurance in accordance with State law covering all employees working for Vendor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

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

9. ACCESS TO BOOKS AND RECORDS

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

10. DOCUMENT RETENTION

Vendor shall retain copies of contracts that are entered into by District as a result of the services provided hereunder. Vendor shall make the said materials available for audit, examination, excerpt, and transcription to District, sub-grantee or grantee of funds, or their authorized representatives and shall maintain and retain the same for the minimum period required by state law for record retention for public school districts or local governmental units, but in no event less than a period of four (4) years following the termination of this agreement. Prior to the destruction or disposal of any records or documents related to this Agreement, Vendor will notify the District in writing within 30 days of the scheduled destruction or disposal and give the District an opportunity to obtain possession of, retain, and store the same at its own cost.

11. NON-DISCRIMINATION

Vendor 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.

12. HOLD HARMLESS

VENDOR 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 VENDOR'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 VENDOR'S PERFORMANCE UNDER THIS CONTRACT.

13. TERM AND TERMINATION OF CONTRACT

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

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

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 Vendor, 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 insurance, as required by numbered Paragraph 2 hereof.
- iii.** Failure of Vendor 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 Vendor 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 Vendor. In the event District breaches any material term of this Contract, Vendor may terminate this Contract upon no less than thirty (30) days written notice.

- c. Non-Interference.** Following the expiration of this Contract or its termination for any reason, Vendor 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.

14. 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: Dr. René Gutiérrez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Vendor: **COMPANY NAME**
Attn:
Street:
City:

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.

15. 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.

16. 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 Vendor.

17. SEVERABILITY

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

18. ASSIGNABILITY

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

19. AMENDMENTS

All provisions of the Contract Documents shall be strictly complied with and performed by Vendor; 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.

20. 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.

21. INTERPRETATION

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

22. 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.

23. AUTHORIZATION FOR CONTRACT

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

24. 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.

25. 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 Vendor 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 Vendor or its assignee stop the services on the date of such termination.

26. 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. Neither party may release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

27. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Vendor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Vendor 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. Vendor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

Vendor 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". Vendor's violation of this section shall constitute a material breach of contract. If the Vendor 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.

28. 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.

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

If Vendor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Vendor 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.

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

If Vendor is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Vendor 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.

31. 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.

32. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS

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

33. CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

For Contracts awarded under Federal Awards, Vendor agrees to comply with the terms and conditions set out in the Addendum to this Contract entitled "Federal Terms and Conditions", which Addendum is incorporated herein fully by reference.

34. 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.

35. 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.

36. 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.

37. CONTRACT TERMS CONTROL

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

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

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District

By: _____

Dr. René Gutiérrez, Superintendent

VENDOR:

Vendor Name

By: _____

Name, Title

Approved as to form:

by: _____

Johnathan Ball, Staff Attorney

draft

ADDENDUM

Federal Terms and Conditions

draft

Exhibit "A" – District's Request for Proposal No. 2018-157

draft

**Exhibit "B" – Vendor's Services, Products and Fees Pursuant to
Request for Proposal No. 2018-157**

Exhibit "C" – Certificate of Insurance

draft

EXHIBIT "D"

Data Sharing Agreement (DELETE IF NOT APPLICABLE)

draft

**Attachment A
Evaluation Weights**

No.	Criteria	Max. Pts. 100
	Total Points	100
	Ranking	
1	Price	60
2	Reputation of the vendor and of the vendor's goods or services;	9
3	The quality of the vendor's goods or services	0
4	The extent to which the goods or services meet District's needs	28
5	Past Relationship with District	0
6	HUB	1
7	Total long-term cost to the district to acquire the vendor's goods or services;	0
8	Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs	0
9	Any other relevant factor specifically listed in the request for bids or proposals.	2

**Attachment B
FACILITIES/SITES**

LOCATION NAME	ID	DESCRIPTION	ADDRESS	CITY	STATE	ZIP	PRIMARY CONTACT	PHONE
McAllen High School	001	High School	2021 La Vista Ave	McAllen	Texas	78501	Dr. Albert Canales	956-632-3100
Memorial High School	002	High School	101 E Hackberry Ave	McAllen	Texas	78501	Pedro Alvarez, Jr.	956-632-5201
Instruction & Guidance Center	005	High School	2604 Galveston Ave	McAllen	Texas	78501	Fernando X. Gutierrez	956-971-4393
Nikki Rowe High School	006	High School	2101 N Ware Rd	McAllen	Texas	78501	Alfredo Gutierrez, Jr.	956-632-5100
Lamar Academy	007	High School	1009 N 10th St	McAllen	Texas	78501	Jeanette Nino	956-632-3222
Achieve Early College HS (Lincoln)	043	High School	1601 N 27th St	McAllen	Texas	78501	Miguel Carmona	956-971-4200
Travis Middle School	042	Middle School	600 W Houston Ave	McAllen	Texas	78501	Aaron Garcia	956-971-4242
Brown Middle School	044	Middle School	2700 S Ware Rd	McAllen	Texas	78503	Miguel Garcia	956-632-8700
Morris Middle School	045	Middle School	1400 Trenton Rd	McAllen	Texas	78504	Rebecca O. Bechtold	956-618-7300
Cathey Middle School	047	Middle School	1800 N Cynthia St	McAllen	Texas	78501	Miguel A. Herrera	956-971-4300
Fossum Middle School	048	Middle School	7800 N Ware Rd	McAllen	Texas	78504	Dr. Consuelo Camacho	956-971-1105
DeLeon Middle School	046	Middle School	4201 N 29th Ln	McAllen	Texas	78504	Ignacio Alaniz, Jr.	956-632-8800
Alvarez Elementary	101	Elementary School	2606 Gumwood Ave	McAllen	Texas	78501	Melissa Lara	956-971-4471
Bonham Elementary School	103	Elementary School	2400 Jordan Rd W	McAllen	Texas	78503	Raymond Rodriguez	956-632-3200
Houston Elementary School	106	Elementary School	3221 Olga Ave	McAllen	Texas	78503	Jessica K. Lowe	956-971-4484
Jackson Elementary School	107	Elementary School	501 Harvey Ave	McAllen	Texas	78501	Erika Salinas	956-971-4277
Milam Elementary School	111	Elementary School	3800 N Main St	McAllen	Texas	78501	Stephanie Friedlein	956-971-4333
Wilson Elementary School	112	Elementary School	1200 Hackberry St	McAllen	Texas	78501	Erika Garcia	956-971-4525
Fields Elementary School	114	Elementary School	500 W Dallas Ave	McAllen	Texas	78501	Teresa Trdla	956-971-4344
Seguin Elementary School	116	Elementary School	2200 N 29th St	McAllen	Texas	78501	Juan P. Nevarez	956-971-4565
Escandon Elementary School	119	Elementary School	2901 Colbath Ave	McAllen	Texas	78503	Karla Rodriguez	956-971-4511
Rayburn Elementary School	120	Elementary School	7000 N Main St	McAllen	Texas	78504	Clarissa Partida	956-971-4363
Roosevelt Elementary School	121	Elementary School	4801 S 26th St	McAllen	Texas	78503	Rachel Montgomery	956-971-4424
Garza Elementary School	122	Elementary School	6300 N 29th St	McAllen	Texas	78504	Nancy Valenzuela	956-971-4554
McAuliffe Elementary School	123	Elementary School	3000 W Daffodil Ave	McAllen	Texas	78501	Yvonne Caldwell	956-971-4400
Gonzalez Elementary School	124	Elementary School	201 E Martin Ave	McAllen	Texas	78501	Christina Hernandez	956-971-4577
Castaneda Elementary School	126	Elementary School	4100 N 34th St	McAllen	Texas	78504	Jessica P. Rodriguez	956-632-8882
Sanchez Elementary School	127	Elementary School	2901 Incarnate Word	McAllen	Texas	78504	Veronica Rodriguez	956-971-1100

**Attachment B Con't.
FACILITIES/SITES**

LOCATION NAME	ID	DESCRIPTION	ADDRESS	CITY	STATE	ZIP	PRIMARY CONTACT	PHONE
Perez Elementary School	128	Elementary School	7801 N Main St	McAllen	Texas	78504	Veronica Delgado	956-971-1125
Hendricks Elementary School	129	Elementary School	3900 Goldcrest Ave	McAllen	Texas	78504	Monica Garza	956-971-1145
Thigpen/Zavala Elementary School	130	Elementary School	2500 Galveston Ave	McAllen	Texas	78501	Sonia S. Casas	956-971-4377
Special Education BLDG	814	ADMIN BLDG	1619 Galveston Ave	McAllen	Texas	78501	Maribelle Elizondo	956-632-3200
Crockett Auxiliary Center		ADMIN BLDG	2112 N Main St	McAllen	Texas	78501	Raymond Rodriguez	956-632-3200
Administration Building	701	ADMIN BLDG	2000 N 23rd St	McAllen	Texas	78501	Claudia Mora	956-632-3200
HR and Surrounding Portables	727	ADMIN BLDG	2200 Tamarack Ave	McAllen	Texas	78501	Erica Melgoza	956-632-3200
Transportation BLDG	809	ADMIN BLDG	4309 Warrior Drive	McAllen	Texas	78501	Eduardo Barnhart	956-632-3211
Navarro Elementary School	108	Federal Programs Site	2100 Hackberry Ave	McAllen	Texas	78501	Dr. Cynthia Olivarez	956-971-4455
DOT, FMO, Student Operations, Central Warehouse, CNP BLDG		ADMIN BLDG	2000 N 23rd St	McAllen	Texas	78501	Roel Moroles	956-632-3200
AG Farm		ADMIN BLDG	29th St.	McAllen	Texas	78502	Ivan Garcia	956-632-3200
McAllen Memorial Stadium		Stadium	2001 Bicentennial Blvd	McAllen	Texas	78501	Brian McClenny	956-618-6089

Attachment C

2468

Work Order

McAllen ISD
Facility Maintenance and Operations
Project: Maintenance Room

Location ID: 808

McAllen ISD, FMO BLDG, Facilities, Maintenance and Operations

Date Received: 11/3/2016

Purpose Code:

Req. Comp. Date:

Priority:

Requester: Robert Pena

Assigned To: PENA, ROBERTO

Contact: Robert Pena

Asset Tag#

Contact Email: ropena@mcallenisd.net

Asset Name:

Department: CUSTODIAL

Trade: Pest Control

Description Ants and roaches in staff lounge.

Labor Hours

<u>Employee ID</u>	<u>Hours</u>	<u>Date</u>	<u>Employee ID</u>	<u>Date</u>
_____	_____	__/__/__	_____	__/__/__
_____	_____	__/__/__	_____	__/__/__
_____	_____	__/__/__	_____	__/__/__

Inventory Issued:

Vehicle Travel

<u>Item ID</u>	<u>Description</u>	<u>Tag#</u>	<u>Miles</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Purchased Materials:

<u>PO#</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Vendor</u>	<u>Unit Cost</u>	<u>Total Cost</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Resolution/Notes

Resolution to be filled out by vendor to include date and time of work conducted.

WO Complete?	Date:	Authorized Signature	Date
Yes No	__/__/__	_____	__/__/__

Attachment D

Pesticide Applicator Record Requirements*

Law or Regulation	Texas Pesticide Law and Regs		TX Agricultural Hazard Communication Law and Regs
Who is affected?	Commercial and noncommercial applicators	Private applicators and licensed veterinarians	Covered employers of farm workers Producers of agricultural plants using pesticides
Type of Products Affected	All Pesticides	Restricted-use and state-limited-use pesticides and regulated herbicides	All pesticides
Type of Records Required	<p>Date of application and time of day</p> <p>Person for whom the application was made</p> <p>Location of land where application was made; the site treated (name of crop, etc.) and total acres or volume of area treated.</p> <p>The pesticide applied including: product name, EPA Reg. No., rate of product per unit, total volume of materials applied per unit, name of the pest treated</p> <p>Wind direction and velocity and air temperature</p> <p>FAA "N" number of aerial equipment; I.D. No. of other application equipment</p> <p>Name and license number of responsible licensed applicator and, if different, name of person actually making the application</p> <p>Spray permit No. for regulated herbicides applied in a regulated county</p>		<p>Work Place Chemical List - - one form for employers choice of crop, work area, or workplace with: Date of application, use, or storage</p> <p>Location of treated area and/or storage; name of crop(s); (acres treated required on form)</p> <p>Product name (applied or stored) and EPA Reg. No.</p> <p>Estimated amount of product per acre or stored required on form</p> <p>Attachment – Material Safety Data Sheet(s)</p> <p>Attachment – Current crop sheets (on file for each crop)</p>
Maintenance Requirement	Maintain for two years		Maintain for 30 years; may transfer to TDA annually

Law or Regulation	Federal Worker Protection Standards (40 CFR 156 &170)	1990 Federal Farm Bill and 7 CFR 110
Who is affected?	Producers of agricultural plants using pesticides	Private applicators
Type of Products Affected	All pesticides labeled for WPS	Restricted-use pesticides
Type of Records Required	<p>Before making the application, post a list including:</p> <p>Time and date to be applied</p> <p>Location and description of area to be treated</p> <p>Product name; EPA Reg. No.; and active ingredient(s)</p> <p>Restricted entry interval</p>	<p>Month, day, and year of application</p> <p>Location of application; the site treated (name of crop, etc.); and size of area treated</p> <p>Brand name or product name and EPA Reg. No.</p> <p>Total amount of restricted-use pesticide used</p> <p>Name and certificate or license number of applicator making or supervising application</p> <p>** commercial applicators must provide records of application within 30 days to person for whom application was made</p>
Maintenance Requirement	Display for 30 days after last reentry interval has expired	Maintain for two years

*Consult the appropriate laws and regulations for full details. Also, special record keeping requirements for Compound 1080 Livestock Protection Collars and M-44 cyanide capsules are found in Section 7.39 and in Section 7.40, respectively, of the Texas Pesticide Regulations and on the product labeling.

**Exhibit "B" – Vendor's Response to District's Request for
Proposal No. 2024-1028**



2024-1028 Addendum 2 Kill-A-Bug Pest Control Supplier Response

Event Information

Number: 2024-1028 Addendum 2
Title: Integrated Pest Management and Pest Control Services
Type: Request for Proposal
Issue Date: 2/23/2024
Deadline: 3/8/2024 03:00 PM (CT)
Notes: McAllen Independent School District (the "District") invites your submittal on the above referenced project.

Interested respondents may obtain details 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.

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.

COMMUNICATION WITH DISTRICT PERSONNEL

Proposer submitting a proposal shall not discuss this RFP with employees of District or members of the Board of Trustees. Communication includes, but is not limited to, unsolicited literature, email, faxes, or phone calls related to any aspect of this RFP. If discussion is necessary, you will be notified in

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writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on the Questions tab.

Contact Information

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

Kill-A-Bug Pest Control Information

Address: 4913 South 24th st
McAllen, TX 78503
Phone: (956) 655-1698

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

Robert Sanchez
Signature

killabugpc@yahoo.com
Email

Submitted at 3/8/2024 11:32:18 AM (CT)

Requested Attachments

Completed W9 Form

W-9 - Mar 1 2024 - 12-47?PM.pdf

Please upload your completed W9 form.

Proof of Insurance (Acord Certificate of Insurance Form)

Acord - Mar 1 2024 - 9-43?AM.pdf

Please upload your certificate of insurance in Acord form.

Completed Conflict of Interest Questionnaire.

Ciq - Mar 3 2024 - 3-00?PM.pdf

Please upload your completed CIQ. Note: If no conflict, please indicate "N/A" on the form.

Completed Form 1295 Form or Exemption Statement

1295 - Mar 3 2024 - 2-59?PM.pdf

Please upload your completed 1295 Form. Form must be completed online:
http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm If not applicable to your company, please attach a statement indicating the reason.

HUB Certificate

No response

Upload your HUB Certificate, if applicable.

Assumed Name Certificate/Fictitious Name

No response

Documentation/Disregarded Entity Documentation

Upload your Assumed Name Certificate/Fictitious Name Documentation/Disregarded Entity Documentation (if applicable).

License(s) (as Required by the Texas Pesticide Law)

License - Feb 29 2024 - 8-40? PM.pdf

Upload License(s).

Sample (Invoice, Service Report Forms, Posting Notifications, Quality Control Checklists and any other report forms)

Sample - Mar 8 2024 - 11-15? AM.pdf

Upload samples of an Invoice, Service Report Forms, Posting Notifications, Quality Control Checklists and any other report forms that will be utilized under this contract.

Completed Reference Forms

Ref - Mar 3 2024 - 3-19?PM.pdf

Upload your completed reference forms. (three (3) references per SOW 6.0)

Bid Attributes

1	General Terms and Conditions Please download and read the General Terms and Conditions for this solicitation. Acknowledge you have read, understand and accept the general terms and conditions. **This is your electronic signature. <input checked="" type="checkbox"/> I have read, understand and accept.
2	Specifications and Scope of Work Please download and read the Specifications and Scope of Work for this solicitation. Acknowledge you have read, understand and accept the specifications and scope of work. **This is your electronic signature. <input checked="" type="checkbox"/> I hereby acknowledge.
3	Deviations and Exceptions 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. If none, enter N/A (Not Applicable). <input type="text" value="N/A"/>
4	Form 1295 - Certificate of Interested Parties 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">• http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm• Complete the form• Enter solicitation number and name• Print and sign form• Attach form on "Response Attachments" tab If exempt, attach documentation. <input checked="" type="checkbox"/> I have read and understand.
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. <input type="text" value="I am NOT a delinquent taxpayer to McAllen ISD"/>
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. <input type="text" value="Robert Sanchez dba Kill-A-Bug Pest Control"/>

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

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.

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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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.

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.

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

1 9	<p>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</p> <p>Contractor certifies the Bidder's company is HUB certified with the State of Texas.</p> <p><input type="checkbox"/> I am an Active certified HUB vendor (attach HUB certificate)</p> <p><input type="checkbox"/> Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms</p> <p><input type="checkbox"/> I am neither</p> <p>**This is your electronic signature.</p> <p><input type="text" value="I am neither."/></p>
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20 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.

21 Certification of Compliance with 2 CFR § 200.327 for Federally Funded Purchases
Pursuant to 2 CFR § 200.327, all federally-funded contracts, including small purchases, awarded by McAllen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions.

**This is your electronic signature.
 I have read and hereby certify.

22 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.

23 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.

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

**This is your electronic signature.
 I have read and hereby certify.

2
4

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.

2
5

Equal Employment Statement

It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**This is your electronic signature.

I have read and hereby certify.

2
6

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.

27

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.

28

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.

29

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.

30

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 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.

3
1 **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.

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

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Bidder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Vendor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**This is your electronic signature.

I have read and hereby certify.

3
2 **2 C.F.R. § 200.324 Contract Cost and Price**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

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

**This is your electronic signature.

I have read and hereby certify.

3 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.

3 2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or
4 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 or any telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 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.

3 Buy American Act

DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy American Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1–25.2).

**This is your electronic signature.

I have read and hereby certify.

36 Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with School Nutrition Program funds

District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

**This is your electronic signature.

I have read and hereby certify.

37 2 C.F.R § 200.321 Contracting with Small and Minority Businesses, Women's Business Enterprise, 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.

38 Administrator's Reference Manual ("ARM") Section 30 Records Retention Requirements:

When school nutrition program funds are expended by the District pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements promulgated by (United States Department of Agriculture ("USDA")/Texas Department of Agriculture ("TDA"). Vendor further certifies that Vendor will retain all records as required by USDA/TDA for a period of five (5) years after the end of the fiscal year to which the documentation/records pertain. Vendor further certifies that these records must be accessible to appropriate District and federal or state reviewers. See TDA ARMS Manual, 17.107.

**This is your electronic signature.

I have read and hereby certify.

39 2 C.F.R. §200.337 Access to Records

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

**This is your electronic signature.

I have read and hereby certify.

40 Copyright
All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.

**This is your electronic signature.
 I have read and hereby certify.

41 Certification of Compliance with the Energy Policy and Conservation Act
When District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

**This is your electronic signature.
 I have read and hereby certify.

42 Professional Services Contracts Paid with Federal Funds
For all professional services contracts paid with federal funds, the contract contains the following provisions:

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - .323.
5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

**This is your electronic signature.
 I have read and hereby certify.

43 Applicability to Subcontractors
Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

**This is your electronic signature.
 I have read and hereby certify.

4 Certification of Compliance with Other Federal Provisions

Vendor also represents and warrants compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
10. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
11. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
12. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
13. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

**This is your electronic signature.

I have read and hereby certify.

4 5 Federally Funded Purchases
Contractor certifies that Contractor is in compliance with all applicable provisions for federally funded purchases.

**This is your electronic signature.

 I have read and hereby certify.

4 6 Addendum
Bidder/Respondent acknowledges that he/she will download and review all addenda issued on this project, if applicable.

**This is your electronic signature.

 I have read and hereby acknowledge.

4 7 Are you able to respond to emergency service requests within 24 hours?
Contractor shall provide on-call service for complaint calls. On-call services shall be classified as regular and emergency visits. Emergency visits shall be requested for health-threatening situations or problems which render all or part of a building unusable (i.e., presence of venomous insects, massive cricket infestations, etc.). Emergency calls shall be responded to within 24 hours. Regular and emergency on-call service will be considered part of the service, as detailed in the itemized proposal, and will be provided at no extra charge.

4 8 If you are not able to respond to emergency service request within 24 hours, how soon are you able to respond?

4 9 Are you able to respond to general service requests within 24-48 hours?

5 0 If you are not able to respond to general service requests within 24-48 hours, how soon are you able to respond?

5 1 Respondent accepts to be paid within 30 days after receipt of a properly prepared invoice.
Acknowledge you have read, understand and accept the statement above.

**This is your electronic signature.

 I have read, understand and accept.

5 2 Respondent agrees that the District shall not be charged additional fees for any return visits needed within one (1) month of treatment.
Acknowledge you have read, understand and accept the statement above.

**This is your electronic signature.

 I have read, understand and accept.

5 3 Do you have an active and answered direct telephone number and an after-hours number?

 269

5 4	If yes, list direct telephone number. _____
5 5	If yes, list emergency telephone number. _____
5 6	Has your company been in business for a minimum of five (5) years? yes
5 7	Respondent confirms that he/she has available under direct employment and supervision the necessary personnel organization and facilities to properly fulfill all the service and conditions required under the Specifications and Scope of Work. Acknowledge you have read, understand and accept the statement above. **This is your electronic signature. <input checked="" type="checkbox"/> I have read, understand and accept.
5 8	Does Respondent have a Board Certified Entomologist on staff or access to one as a consultant? Yes
5 9	If yes, provide details. (Name of Entomologist and contact information) No response
6 0	Provide the number of technicians that will be providing services throughout the term of the contract. 2
6 1	KEY PERSONNEL
6 2	Technician 1 Name Robert Sanchez
6 3	Technician 1 License(s) held certified applicator
6 4	Technician 1 relevant work history own and operate pest control company for more than 20 years
6 5	Technician 1 number of years pest management experience. 24
6 6	Technician 2 Name No response
6 7	Technician 2 License(s) held No response

68	Technician 2 relevant work history	No response
69	Technician 2 number of years pest management experience.	No response
70	Technician 3 Name	No response
71	Technician 3 License(s) held	No response
72	Technician 3 relevant work history	No response
73	Technician 3 number of years pest management experience.	No response

Bid Lines

1	INTEGRATED PEST MANAGEMENT SERVICES SHALL INCLUDE ALL DISTRICT PORTABLES, PLAYGROUNDS, PAVILLIONS, STORAGES AND GYMS ON ALL DISTRICT SITES.
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2	Package Header <hr/> MCALLEN HIGH SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES <div style="text-align: right;">Total: <input type="text" value="\$112.50"/></div> <hr/> Package Items <hr/> 2.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER <div style="text-align: right;">Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/></div> <hr/> 2.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY <div style="text-align: right;">Price: <input type="text" value="\$35.00"/> Total: <input type="text" value="\$35.00"/></div> <hr/> 2.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS) *State Minimum Linear Feet Quantity: <u> 1 </u> UOM: <u>Per Linear Feet</u> Price: <input type="text" value="\$2.50"/> Total: <input type="text" value="\$2.50"/> Supplier Notes: <input type="text" value="with a minimum of 50 linear feet"/>
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3	Package Header <hr/> MEMORIAL HIGH SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES <div style="text-align: right;">Total: <input type="text" value="\$112.50"/></div>
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Package Items

3.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

3.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

3.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

4 Package Header

NIKKI ROWE HIGH SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

4.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

4.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

4.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

5 Package Header

INSTRUCTION & GUIDANCE CENTER INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

5.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

5.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

5.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

6 Package Header

LAMAR ACADEMY INTEGRATED PEST MANAGEMENT SERVICE FEES

272 Total:

Package Items

6.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

6.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

6.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

7 Package Header

ACHIEVE EARLY COLLEGE HIGH SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

7.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

7.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

7.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

8 Package Header

TRAVIS MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

8.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

8.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

8.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

9 Package Header

BROWN MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

273 Total:

Package Items

9.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

9.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

9.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

10 Package Header

MORRIS MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

10.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

10.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

10.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

11 Package Header

CATHEY MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

11.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

11.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

11.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

12 Package Header

FOSSUM MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

274 Total:

Package Items

12.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

12.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

12.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

1
3

Package Header

DE LEON MIDDLE SCHOOL INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

13.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

13.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

13.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

1
4

Package Header

ALVAREZ ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

14.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

14.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

14.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

1
5

Package Header

BONHAM ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

275 Total:

Package Items

15.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

15.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

15.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

16 Package Header

HOUSTON ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

16.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

16.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

16.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

17 Package Header

JACKSON ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

17.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

17.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

17.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

18 Package Header

NAVARRO ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

276 Total:

Package Items

18.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

18.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

18.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: UOM: Price: Total:

Supplier Notes:

19 Package Header

MILAM ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

19.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

19.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

19.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: UOM: Price: Total:

Supplier Notes:

20 Package Header

WILSON ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

20.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

20.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

20.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: UOM: Price: Total:

Supplier Notes:

21 Package Header

FIELDS ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

277

Total:

Package Items

21.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

21.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

21.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

**2
2 Package Header**

SEGUIN ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

22.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

22.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

22.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

**2
3 Package Header**

ESCANDON ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

23.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

23.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

23.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

**2
4 Package Header**

RAYBURN ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

278 Total:

Package Items

24.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

24.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

24.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: UOM: Price: Total:

Supplier Notes:

2
5

Package Header

ROOSEVELT ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

25.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

25.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

25.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: UOM: Price: Total:

Supplier Notes:

2
6

Package Header

GARZA ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

26.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

26.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

26.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: UOM: Price: Total:

Supplier Notes:

2
7

Package Header

MCAULIFFE ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

279 Total:

Package Items

27.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

27.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

27.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

2
8

Package Header

GONZALEZ ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

28.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

28.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

28.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

2
9

Package Header

CASTANEDA ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

29.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

29.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

29.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

3
0

Package Header

SANCHEZ ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

280 Total:

Package Items

30.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

30.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

30.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

**3
1 Package Header**

PEREZ ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

31.1 MONTHLY FEE FACILITY AND 20 FT PERIMETER

Price: Total:

31.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

31.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

**3
2 Package Header**

HENDRICKS ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

32.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

32.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

32.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

**3
3 Package Header**

THIGPEN/ZAVALA ELEMENTARY INTEGRATED PEST MANAGEMENT SERVICE FEES

281 Total:

Package Items

33.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

33.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

33.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

**3
4 Package Header**

SPECIAL EDUCATION BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

34.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

34.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

34.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

**3
5 Package Header**

CROCKETT AUXILLARY CENTER INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

35.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

35.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

35.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

**3
6 Package Header**

ADMINISTRATION BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

282 Total:

Package Items

36.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

36.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

36.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

37 Package Header

HUMAN RESOURCES AND SURROUNDING PORTABLES INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

37.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

37.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

37.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

38 Package Header

TRANSPORTATION BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

38.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

38.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

38.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

39 Package Header

FACILITIES, STUDENT OPERATIONS, DEPARTMENT OF TECHNOLOGY, WAREHOUSE BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

39.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

39.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

39.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

40 Package Header

AG FARM INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

40.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

40.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

40.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

41 Package Header

STADIUM AND PRESS BOX INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

41.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

41.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

41.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

42 Package Header

CENTRAL KITCHEN BUILDING INTEGRATED PEST MANAGEMENT SERVICE FEES

Total:

Package Items

42.1 MONTHLY FEE FACILITY AND 20FT PERIMETER

Price: Total:

42.2 MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY

Price: Total:

42.3 FACILITY INTERIOR/EXTERIOR (TERMITES, WOOD DESTROYING INSECTS)

*State Minimum Linear Feet

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

4 3 BEYOND 20FT PERIMETER - ANY FACILITY - ON AN AS NEEDED BASIS - FLYING PESTS (BEES, YELLOW JACKETS, ETC.)

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

4 4 BEYOND 20FT PERIMETER - ANY FACILITY - ON AN AS NEEDED BASIS - FIRE ANT MOUND

Quantity: 1 UOM: Per Linear Feet Price: Total:

Supplier Notes:

4 5 BEYOND 20FT PERIMETER - ANY HIGH SCHOOL FOOTBALL FIELD - IPM ON AN AS NEEDED BASIS

Quantity: 1 UOM: Each Treatment Price: Total:

4 6 BEYOND 20FT PERIMETER - ANY HIGH SCHOOL BASEBALL FIELD - IPM ON AN AS NEEDED BASIS

Quantity: 1 UOM: Each Treatment Price: Total:

4 7 BEYOND 20FT PERIMETER - ANY HIGH SCHOOL SOFTBALL FIELD - IPM ON AN AS NEEDED BASIS

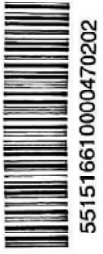
Quantity: 1 UOM: Each Treatment Price: Total:

4 8 BEYOND 20FT PERIMETER - ANY MIDDLE SCHOOL FOOTBALL FIELD - IPM ON AN AS NEEDED BASIS

Quantity: 1 UOM: Each Treatment Price: Total:

Response Total: \$3,897.50

THIS IS YOUR LICENSE. CAREFULLY TRIM AWAY EXCESS MARGINS AND DISPLAY AT ALL TIMES.



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER
 P. O. BOX 12847 AUSTIN, TEXAS 78711-2847
 (877) LIC-AGRI (877-542-2474)
 For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE
www.TexasAgriculture.gov



COMMERCIAL CERTIFIED APPLICATOR LICENSE

This is to certify that the person whose name appears below has met the requirements of Texas Administrative Code, Title 4, Part 13, Chapter 7, Subchapter H and Chapter 1951 of the Texas Occupations Code.

<p>ROBERT SANCHEZ KILL A BUG PEST CONTROL 4913 S 24TH ST MCALLEN TX 78503</p>	<table border="0"> <tr><td>TDA TPCL No:</td><td>0568871</td></tr> <tr><td>License No:</td><td>0562063</td></tr> <tr><td>SPCB TPCL No:</td><td>12327</td></tr> <tr><td>Issue Date:</td><td>06/17/2002</td></tr> <tr><td>Expiration Date:</td><td>06/30/2024</td></tr> <tr><td>Categories:</td><td></td></tr> </table>	TDA TPCL No:	0568871	License No:	0562063	SPCB TPCL No:	12327	Issue Date:	06/17/2002	Expiration Date:	06/30/2024	Categories:	
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Categories:													

P,T

TEXAS DEPARTMENT OF AGRICULTURE
 P. O. BOX 12847 AUSTIN, TEXAS 78711-2847


COMMERCIAL CERTIFIED APPLICATOR LICENSE



<p>ROBERT SANCHEZ KILL A BUG PEST CONTROL 4913 S 24TH ST MCALLEN TX 78503</p>	<table border="0"> <tr><td>TDA TPCL No:</td><td>0568871</td></tr> <tr><td>License No:</td><td>0562063</td></tr> <tr><td>SPCB TPCL:</td><td>12327</td></tr> <tr><td>Issue Date:</td><td>06/17/2002</td></tr> <tr><td>Expires:</td><td>06/30/2024</td></tr> <tr><td>Categories:</td><td></td></tr> </table>	TDA TPCL No:	0568871	License No:	0562063	SPCB TPCL:	12327	Issue Date:	06/17/2002	Expires:	06/30/2024	Categories:	
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License No:	0562063												
SPCB TPCL:	12327												
Issue Date:	06/17/2002												
Expires:	06/30/2024												
Categories:													

P,T

Front side



Back side

LAMINATION ADVISED: Please cut out along heavy black lines, placing front and back sides together, and laminate.

DISTRICT REFERENCE FORM

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

Kill-A-Bug Pest Control

N/A

Name of Business

Contract Term

1. The quality of the firm's service. Excellent Good Fair Poor

Comments: great communication

2. Timeliness of project. Excellent Good Fair Poor

Comments: _____

3. Will you continue doing business with this vendor? Yes No

Why or why not? I am very satisfied with his work. It is a very professional company.

4. How satisfied is your organization? Satisfied Not satisfied

Comments: Great communication skills and always gives job feedback.

Reference prepared by:

La Villa ISD

Name

maintenance director

Title

(956) 262-4755

Phone Number

David Bazaldua

Signature

david.bazaldua@lavillaisd.org

Email Address

03/01/2024

Date Completed

DISTRICT REFERENCE FORM

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

Kill-A-Bug Pest Control
Name of Business

N/A
Contract Term

1. The quality of the firm's service. Excellent Good Fair Poor

Comments: Response prompt when needed and adhere to schedule.

2. Timeliness of project. Excellent Good Fair Poor

Comments: Good work done in a timely manner.

3. Will you continue doing business with this vendor? Yes No

Why or why not? Good dependable service and reasonable prices

4. How satisfied is your organization? Satisfied Not satisfied

Comments: Excellent communication and great IPM service

Reference prepared by:

South Texas ISD
Name
maintenance coordinator
Title
965-565-2454
Phone Number

Edwardo Guerra
Signature
eduardo.guerra@stisd.net
Email Address
3/1/2024
Date Completed

DISTRICT REFERENCE FORM

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

Kill-A-Bug Pest Control
Name of Business

N/A
Contract Term

1. The quality of the firm's service. Excellent Good Fair Poor

Comments: very reliable and experienced in ipm service

2. Timeliness of project. Excellent Good Fair Poor

Comments: always available

3. Will you continue doing business with this vendor? Yes No

Why or why not? provide good quality of service at a reasonable fee

4. How satisfied is your organization? Satisfied Not satisfied

Comments: recommend Mr. Sanchez for IPM services

Reference prepared by:

Progreso ISD
Name
maintenance director
Title
9565653002
Phone Number

Frank Quintero
Signature
frankquintero@progresoedu.net
Email Address
03/01/2024
Date Completed

Request for Taxpayer Identification Number and Certification

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

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

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Robert Sanchez dba Kill-A-Bug Pest Control		
2	Business name/disregarded entity name, if different from above		
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4
<input checked="" type="checkbox"/>	Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/>	C Corporation	<input type="checkbox"/> S Corporation	
<input type="checkbox"/>	Partnership	<input type="checkbox"/> Trust/estate	
<input type="checkbox"/>	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
<input type="checkbox"/>	Other (see instructions) ▶ _____		
5	Address (number, street, and apt. or suite no.) See instructions. 4913 s 24th st	Requester's name and address (optional)	
6	City, state, and ZIP code McAllen , Texas, 78503		
7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										
or										
Employer identification number										
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶ **03/01/2024**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

FORM CIQ

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

OFFICE USE ONLY
Date Received

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

N/A

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

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

N/A

Name of Officer

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

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

Yes No


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

Yes No

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

N/A

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

7 
Signature of vendor doing business with the governmental entity

3/1/2024

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

KILL-A-BUG PEST CONTROL
MCALLEN, TX United States

Certificate Number:
2024-1130405

Date Filed:
03/01/2024

Date Acknowledged:

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

McAllen Independent School District

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

2024-1028
Integrated Pest Management and Pest Control Services

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

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Robert Sanchez, and my date of birth is 11.19.1971.

My address is 4913 S. 24th St, McAllen, TX, 78503, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 1 day of March, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
292 (Declarant)



Kill-A-Bug Pest Control

4913 S. 24th St.
 McAllen, Texas 78503
 (956) 655-1698
 TPCL: 12327

Invoice # _____

P.O. # _____

This Service _____

Date: _____

with Tax: _____

Time In: _____

Time Out: _____

Customer's Name: _____ Tel: _____

Service Address: _____ City/State: _____ Zip: _____

Chemical	Active Ingredient and %	Qty	Site	Meth	Equip	Chemical	Active Ingredient and %	Qty	Site	Meth	Equip
Advance Dual Choice Ant Bait Station	N-Ethyl Perfluorooctane sulfonamide 0.50%					CS	Lambda				
BORID	Orthoboric Acid 99.0%					Suspend SC	deltamethrin 0.05%				
ContraC Bait Packs	Bromodiolone 0.005%					Star PL/CA	Bifenthrin 0.2%				
Essentria IC3	Rosemary Oil 10.0%					386	Borax 5.4%				
Tengard	Permethrin 0.5% 1.0%					Eco Vic EC	Thyme Oil 20.0%				
Intruder HPX-20	Cyfluthrin 0.10% Pyrethrins 0.05%						Hydramethylnon 7.3%				
CB-80 Extra	Pyrethrins 0.50% Piperonyl Butoxide Technical 4.00%					Advion Bait	Indoxacarb 0.6%				
MaxForce Roach Bait Stations	Hydramethylnon 2.0%					Glue Boards					

Comments _____

TARGET PEST: ANTS SPIDERS ROACHES TICKS FLEAS RATS MICE OTHER _____

Licensed and regulated by
 Texas Department of Agriculture
 Structural Pest Control Service
 PO Box 12847, Austin, TX 78711-2847
 Phone: 512-305-8250 Fax: 512-305-8253

_____ Days Warranty

Type of Service:

- Regular Perimeter One Time
 Inspection Initial Start

Technician

Signature

Exhibit "C" – Vendor Fees by Category

EXHIBIT C VENDOR FEES BY CATEGORY
RFP NO. 2024-1028 IPM AND PEST CONTROL SERVICES

CAMPUSES AND 20 FT PERIMETER MONTHLY FEE	QTY	UOM	Total Price
MCALLEN HIGH SCHOOL	1	EA	\$75.00
MEMORIAL HIGH SCHOOL	1	EA	\$75.00
NIKKI ROWE HIGH SCHOOL	1	EA	\$75.00
ACHIEVE EARLY COLLEGE HIGH SCHOOL	1	EA	\$65.00
LAMAR ACADEMY	1	EA	\$65.00
INSTRUCTION & GUIDANCE CENTER	1	EA	\$65.00
BROWN MIDDLE SCHOOL	1	EA	\$65.00
CATHEY MIDDLE SCHOOL	1	EA	\$65.00
DE LEON MIDDLE SCHOOL	1	EA	\$65.00
FOSSUM MIDDLE SCHOOL	1	EA	\$65.00
MORRIS MIDDLE SCHOOL	1	EA	\$65.00
TRAVIS MIDDLE SCHOOL	1	EA	\$65.00
ALVAREZ ELEMENTARY	1	EA	\$55.00
BONHAM ELEMENTARY	1	EA	\$55.00
CASTANEDA ELEMENTARY	1	EA	\$55.00
ESCANDON ELEMENTARY	1	EA	\$55.00
FIELDS ELEMENTARY	1	EA	\$55.00
GARZA ELEMENTARY	1	EA	\$55.00
GONZALEZ ELEMENTARY	1	EA	\$55.00
HENDRICKS ELEMENTARY	1	EA	\$55.00
HOUSTON ELEMENTARY	1	EA	\$55.00
JACKSON ELEMENTARY	1	EA	\$55.00
MCAULIFFE ELEMENTARY	1	EA	\$55.00
MILAM ELEMENTARY	1	EA	\$55.00
NAVARRO ELEMENTARY	1	EA	\$55.00
PEREZ ELEMENTARY	1	EA	\$55.00
RAYBURN ELEMENTARY	1	EA	\$55.00
ROOSEVELT ELEMENTARY	1	EA	\$55.00
SANCHEZ ELEMENTARY	1	EA	\$55.00
SEGUIN ELEMENTARY	1	EA	\$55.00
THIGPEN/ZAVALA ELEMENTARY	1	EA	\$55.00
WILSON ELEMENTARY	1	EA	\$55.00

ADMINISTRATION/OTHER AND 20 FT PERIMETER MONTHLY FEE	QTY	UOM	Unit
ADMINISTRATION BUILDING	1	EA	\$55.00
AG FARM	1	EA	\$55.00
CROCKETT AUXILLARY CENTER	1	EA	\$55.00
FACILITIES, STUDENT OPERATIONS, DEPARTMENT OF TECHNOLOGY, WAREHOUSE BUILDING	1	EA	\$55.00
HUMAN RESOURCES AND SURROUNDING PORTABLES	1	EA	\$55.00
SPECIAL EDUCATION BUILDING	1	EA	\$55.00
STADIUM AND PRESS BOX	1	EA	\$55.00
TRANSPORTATION BUILDING	1	EA	\$55.00

EXHIBIT C VENDOR FEES BY CATEGORY
RFP NO. 2024-1028 IPM AND PEST CONTROL SERVICES

CAFETERIA/KITCHEN AREA ONLY MONTHLY FEE	QTY	UOM	Unit
MCALLEN HIGH SCHOOL	1	EA	\$35.00
MEMORIAL HIGH SCHOOL	1	EA	\$35.00
NIKKI ROWE HIGH SCHOOL	1	EA	\$35.00
ACHIEVE EARLY COLLEGE HIGH SCHOOL	1	EA	\$25.00
LAMAR ACADEMY	1	EA	\$25.00
INSTRUCTION & GUIDANCE CENTER	1	EA	\$25.00
BROWN MIDDLE SCHOOL	1	EA	\$25.00
CATHEY MIDDLE SCHOOL	1	EA	\$25.00
DE LEON MIDDLE SCHOOL	1	EA	\$25.00
FOSSUM MIDDLE SCHOOL	1	EA	\$25.00
MORRIS MIDDLE SCHOOL	1	EA	\$25.00
TRAVIS MIDDLE SCHOOL	1	EA	\$25.00
ALVAREZ ELEMENTARY	1	EA	\$25.00
CASTANEDA ELEMENTARY	1	EA	\$25.00
ESCANDON ELEMENTARY	1	EA	\$25.00
FIELDS ELEMENTARY	1	EA	\$25.00
GARZA ELEMENTARY	1	EA	\$25.00
GONZALEZ ELEMENTARY	1	EA	\$25.00
HENDRICKS ELEMENTARY	1	EA	\$25.00
HOUSTON ELEMENTARY	1	EA	\$25.00
JACKSON ELEMENTARY	1	EA	\$25.00
MCAULIFFE ELEMENTARY	1	EA	\$25.00
MILAM ELEMENTARY	1	EA	\$25.00
NAVARRO ELEMENTARY	1	EA	\$25.00
PEREZ ELEMENTARY	1	EA	\$25.00
RAYBURN ELEMENTARY	1	EA	\$25.00
ROOSEVELT ELEMENTARY	1	EA	\$25.00
SANCHEZ ELEMENTARY	1	EA	\$25.00
SEGUIN ELEMENTARY	1	EA	\$25.00
THIGPEN/ZAVALA ELEMENTARY	1	EA	\$25.00
WILSON ELEMENTARY	1	EA	\$25.00

CENTRAL KITCHEN MONTHLY FEES	QTY	UOM	Unit
CK BLDG. MONTHLY FEE FACILITY AND 20 FT PERIMETER	1	EA	\$55.00
CK BLDG. MONTHLY FEE CAFETERIA/KITCHEN AREA ONLY	1	EA	\$55.00

FIELDS AND BEYOND 20FT PERIMETER ON AS NEEDED BASIS	QTY	UOM	Unit
FOOTBALL FIELD ANY HIGH SCHOOL	1	Ea. Treatment	\$150.00
BASEBALL FIELD ANY HIGH SCHOOL	1	Ea. Treatment	\$150.00
SOFTBALL FIELD ANY HIGH SCHOOL	1	Ea. Treatment	\$15.00
FOOTBALL FIELD ANY MIDDLE SCHOOL	1	Ea. Treatment	\$150.00

PESTS TREATMENT ON AS NEEDED BASIS ANY FACILITY	QTY	UOM	Unit
FIRE ANT MOUND <i>(minimum of 5 LFT.)</i>	1	Per Linear Feet	\$10.00
FLYING PESTS (BEES, YELLOW JACKETS, ETC.) <i>(minimum of 10 LFT.)</i>	1	Per Linear Feet	\$35.00
TERMITES, WOOD DESTROYING INSECTS INTERIOR/EXTERIOR	1	Per Linear Feet	\$2.50
<i>*State Minimum Linear Feet (minimum of 50 LFT.)</i>			

EXHIBIT "D" – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2024

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

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

PRODUCER Hooper & Hines Insurance P.O. Box 551506 Dallas TX 75355-1506	CONTACT NAME: Robert Sanchez PHONE (A/C, No., Ext): (214) 327-6377 FAX (A/C, No.): (214) 348-6510 E-MAIL ADDRESS: killabugpc@yahoo.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Robert Sanchez Kill-A-Bug Pest Control 4913 S. 24th Street McAllen TX 78503-8925	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>INSURER A : American Southern Ins.</td> <td style="text-align: right;">NAIC # 10235</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : American Southern Ins.	NAIC # 10235	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : American Southern Ins.	NAIC # 10235												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		609063	06/04/2023	06/04/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">PER STATUTE</td> <td style="width:50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 PEST CONTROL SERVICES PERFORMED BY THE INSURED.

CERTIFICATE HOLDER MCALLEN ISD 2000 NORTH 23RD STREET MCALLEN, TEXAS 78501	CANCELLATION AI 012651 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 298
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/28/2024

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

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

PRODUCER  Gabby Guerra 508 N 10th Street Suite C1 McAllen TX 785014583	CONTACT NAME: Gabby Guerra PHONE (A/C, No, Ext): 956-630-2936 E-MAIL ADDRESS: gabriela.guerra.wxqk@statefarm.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sanchez, Robert 4913 S 24TH ST MCALLEN TX 785038925	INSURER A: State Farm Mutual Automobile Insurance Company		25178
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	515 9622-D03-53	10/03/2023	04/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Pest Control

CERTIFICATE HOLDER**CANCELLATION**

McAllen Independent School District 2000 N 23rd St McAllen TX 78501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE This form was system-generated on 03/28/2024
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AFFIDAVIT

I, Robert Sanchez, owner of Kill-A-Bug Pest Control located at 4913 S. 24th St - McAllen, TX 78503 hereby certify that Robert Sanchez d/b/a Kill-A-Bug Pest Control is a sole proprietorship that has no employees other than myself and that I do not carry a Worker's Compensation Policy.

Furthermore, I understand and agree that if my company increases in employees, I will be required to provide Worker's Compensation Insurance and provide McAllen Independent School District with a copy of the Worker's Compensation Policy.

Read, understood, and agreed upon on this the 1 day of April, 2024.



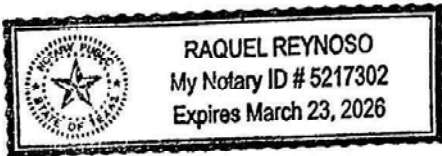
Contractor's Signature

4/1/2024

Date

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument signed by Robert Sanchez on this the 1st day of April, ~~2024~~ 2024.



Notary Public In and
For the State of Texas

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: *Natalia Goza*

SUPERVISOR: *Debbie C Aliseda*
Debbie C Aliseda (Apr 3, 2024 17:18 CDT)

Approved for presentation to the Board of Education:


Rene Gutierrez
RENE GUTIERREZ (Apr 4, 2024 08:32 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**


MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: _____


SUPERVISOR: Debbie C Aliseda (Apr 4, 2024 10:19 CDT)

Approved for presentation to the Board of Education:


RENE GUTIERREZ (Apr 4, 2024 11:19 CDT)
302

Superintendent of Schools

11"

4"



UTRGV
McAllen ISD
Collegiate Academy



The University of Texas Rio Grande Valley

McAllen Independent School District

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2024

BUILDING PLAQUE

30"WIDE X 20" HEIGHT BRONZE PLAQUE
TIMES NEW ROMAN FONT

Draft Print

04/04/2024 11:21:23 AM

.30 TEXT

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: *Mrs. Olga Mendez*
Mrs. Olga Mendez (Apr 1, 2024 11:50 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 2, 2024 11:17 CDT)

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 8, 2024

Attachment:

SUBMITTED BY: *Mrs. Olga Mendez*
Mrs. Olga Mendez (Apr 1, 2024 11:56 CDT)

SUPERVISOR: *Lorena Garcia*

Approved for presentation to the Board of Education:

Rene Gutierrez
RENE GUTIERREZ (Apr 2, 2024 11:16 CDT)

305

Superintendent of Schools