



Agenda of Regular Meeting

The Board of Trustees McAllen Independent School District

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

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, April 13, 2020, beginning at 5:00 PM in the by Video-conference or by Telephone call, www.mcallenisd.org or 956 618-6094, McAllen, TX 78501. At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

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

Attention: The regular business portion of the meeting for the public, beginning with agenda item #4, will begin at approximately 6:00 p.m.

1. **CALL MEETING TO ORDER**
2. **PUBLIC COMMENT(S)**
3. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, and 551.074 Texas Government Code, to discuss the following:**
 - A) Human Resources Recommendation(s) for School Year 2019-2020
 - B) Human Resources Recommendation(s) for School Year 2020-2021
 - C) Human Resources Employee Resignation(s) for School Year 2019-2020
 - D) Pending and/or Potential Litigation
 - E) Possible Real Estate Acquisition
4. **RECONVENE IN OPEN SESSION**
5. **INVOCATION**
6. **PLEDGE OF ALLEGIANCE**

7. SUPERINTENDENT'S REPORT(S) - Meals on Wheels and Grab and Go

Presenter: Dr. J. A. Gonzalez, Superintendent

8. BOARD REPORT

9. RECOGNITION(S)

10. PROCLAMATION(S)

A) Approval of Proclamation Regarding Autism Awareness Month (April 2020)

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

Presenter: Dr. J. A. Gonzalez, Superintendent

B) Approval of Proclamation Regarding Month of the Military Child (April 2020)

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

Presenter: Dr. J. A. Gonzalez, Superintendent

C) Approval of Proclamation Regarding Occupational Therapy Month (April 2020)

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

Presenter: Dr. J. A. Gonzalez, Superintendent

D) Approval of Proclamation Regarding National Library Week (April 19-25, 2020)

Item Submitted: Dr Silvia Ibarra, Assistant Superintendent Instructional Services

Presenter: Dr. J. A. Gonzalez, Superintendent

11. Approval of Resolution of the Board Regarding Policy EIC(LOCAL) Academic

Achievement - Class Ranking (updated July 10, 2013 LDU 2013.01)

Item Submitted: Bridgette Vieh, Associate Superintendent Instructional Leadership

Presenter: Dr. J. A. Gonzalez, Superintendent

12. DONATION(S)

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

A) Board Committee Reports

1. Instructional Services Briefing - Chair - Sam Saldivar, Jr.

2. Human Resources Briefing - Chair - Tony Forina

3. District Operations Briefing - Chair - Debbie Crane Aliseda

4. Business Operations Briefing - Chair - Danny Vela

B) District Reports

1. Report Regarding Compensation During Covid-19

Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

14. ACTION ON ITEM(S) IN CLOSED SESSION

A) Approval of Human Resources Recommendation(s) for School Year 2019-2020

Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

B) Approval of Human Resources Recommendation(s) for School Year 2020-2021

Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

C) Human Resources Employee Resignation(s) for School Year 2019-2020

Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

D) Pending and/or Potential Litigation

E) Possible Real Estate Acquisition

15. CONSENT AGENDA ITEMS

A) Approval of Request for Proposal No. 2018-157R5 Professional Development, Site Licenses, Supplemental Material, & Other Related Products and Services

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

Presenter: Dr. J. A. Gonzalez, Superintendent

B) Approval of Withdrawal of Teacher Resignation

Item Submitted: Todd Miller, Assistant Superintendent Human Resources

Presenter: Dr. J. A. Gonzalez, Superintendent

- C) Approval of Bid No. 2020-225 Portable Building Relocation Service
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
- D) Approval of Request for Proposal 2020-265 Telephone Carrier Services - Rebid
Item Submitted: Arely Benavides, Assistant Superintendent District Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
- 16. INSTRUCTIONAL SERVICES, INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, DISTRICT OPERATIONS, BUSINESS OPERATIONS, AND BOARD OF TRUSTEES ITEMS**
- A) **Instructional Services Item(s)** - (Dr. Silvia Ibarra) Instructional Leadership Item(s) - (Bridgette Vieh)
1. Approval of Instructional Material Allotment ("IMA") and Texas Essential Knowledge and Skills ("TEKS") Certification Form
Item Submitted: Dr. Silvia Ibarra, Assistant Superintendent Instructional Services
Presenter: Dr. J. A. Gonzalez, Superintendent
- B) **Human Resources Item(s)** - (Todd Miller)
1. Approval of 2019-2020 Texas Teacher Evaluation and Support System (T-TESS) Appraisal Waiver
Item Submitted: Todd Miller, Assistant Superintendent Human Resources
Presenter: Dr. J. A. Gonzalez, Superintendent
- C) **District Operations Item(s)** - (Arely Benavides)
- D) **Business Operations Item(s)** - (Cynthia Medrano-Richards)
1. Approval of the McAllen Independent School District March Budget Amendment for Fiscal Year Beginning July 1, 2019 and Ending June 30, 2020
Item Submitted: Cynthia Medrano Richards, Assistant Superintendent Business Operations
Presenter: Dr. J. A. Gonzalez, Superintendent
- E) **Board of Trustees Item(s)**
1. Approval of Board of Education Meeting Minutes
- Board Workshop March 9, 2020 5:00 P.M.
 - Special Board Meeting - March 9, 2020 - 6:30 P.M.
 - Board Workshop - March 12, 2020 - 5:30 P.M.
 - Emergency Board Meeting - March 16, 2020 - 5:30 P.M.
 - Regular Board Meeting - March 23, 2020 - 5:00 P.M.
 - Board Workshop - March 30, 2020 - 5:30 P.M.
- 17. SCHEDULE OF FUTURE MEETINGS**
- A) April 20, 2020-Board Workshop-5:30 PM - Video Conference
B) April 27, 2020-Regular Board Meeting-5:00 PM - Video Conference
- 18. CLOSED SESSION: The Board of Trustees may reconvene in Closed Session for further discussion regarding the agenda item(s) listed.**
- 19. OPEN SESSION: The Board of Trustees may reconvene into Open Session for discussion regarding the agenda item(s) listed.**
- 20. ADJOURNMENT**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: *Maribelle Elizondo*
Maribelle Elizondo (Apr 7, 2020)

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Apr 7, 2020)

Approved for presentation to the Board of Education:

J. X. O'Sullivan

4 Superintendent of Schools Apr 7, 2020



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, Debbie Crane Aliseda, Member, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the month of April 2020 be observed as:

“Autism Awareness Month”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 13th day of April 2020.

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

Attest:

Conrado Alvarado., Secretary, Board of Trustees
McAllen Independent School District

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: *Rosalba Dehouso (DIR COLLEGE/CAREER/COUNSELING)*
Rosalba Dehouso (DIR COLLEGE/CAREER/COUNSELING) (Apr 6, 2020)

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Apr 6, 2020)

Approved for presentation to the Board of Education:

J. Adansky

6 _____
Superintendent of Schools Apr 6, 2020



Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District

Whereas, as Americans, we owe a tremendous debt to those who serve to protect and promote our freedom, it is important to remember the men and women in uniform are not alone in making sacrifices. Their families, specially their children, are together in the sacrifices; and

Whereas, many children have a parent serving on active or reserve military duty, each April we make a special effort to applaud military families and pay tribute to the resilient nature of military children; and

Whereas, Purple Up! For Military Kids Day on April 13th encourages communities to wear purple in support of the strength and sacrifices of military children across the country;

Now Therefore, I, Larry Esparza, Member, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the month of April 2020 be observed as:

“Month of the Military Child”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 13th day of April 2020.

Larry Esparza, Member, Board of Trustees
McAllen Independent School District

Attest:

Conrado Alvarado., Secretary, Board of Trustees
McAllen Independent School District

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: *Maribelle ELizondo*
Maribelle ELizondo (Apr 7, 2020)

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Apr 7, 2020)

Approved for presentation to the Board of Education:

J. X. O'Leary

8 Superintendent of Schools Apr 7, 2020



Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District

Whereas, the American Occupational Therapy Association has declared the month of April 2019 to be known as Occupational Therapy Month, and

Whereas, the profession of occupational therapy makes valuable contributions in helping people "Live Life to Its Fullest" after an illness or injury, and services are available to citizens of McAllen, Texas through hospitals, home health agencies, clinics, nursing homes, and our schools; and

Whereas, the health of our citizens and students depend upon the effective use of health care resources, including those services of occupational therapists and their assistants;

Now Therefore, I, Sam Saldivar Jr., Vice-President, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the month of April 2020 be observed as:

“Occupational Therapy Month”

At this time, I urge all residents to recognize the opportunity McAllen Independent School District offers our students through our Occupational Therapists and call upon all citizens to recognize the achievements and contributions of these valued health professionals. It is through work and collaboration of staff and students, with the support of their parents, that we contribute to the success of our young students and to the future of McAllen ISD.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 13th day of April 2020.

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

Attest:

Conrado Alvarado., Secretary, Board of Trustees
McAllen Independent School District

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: *Jenny Ann Vega*

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Apr 6, 2020)

Approved for presentation to the Board of Education:

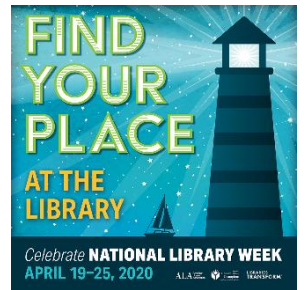
J. X. Douglas

10 _____
Superintendent of Schools Apr 6, 2020



Proclamation

State of Texas
County of Hidalgo
McAllen Independent School District



Whereas, National Library Week is a national observance sponsored by the American Library Association, recognizing the importance of libraries and the contributions of our librarians; and

Whereas, McAllen ISD libraries will also join the American Association of School Librarians in celebrating the month of April as “School Library Month”; and

Whereas, throughout the month, McAllen ISD libraries will offer activities to highlight the various services that are offered to students and staff, including storytelling, information to help improve reading skills, and information on how to use the internet to enhance their learning;

Now Therefore, I, Conrado Alvarado, Secretary, Board of Trustees of the McAllen Independent School District, do hereby proclaim that the week of April 19-25, 2020 be observed as:

“National Library Week”

I call upon all residents to join me in recognizing the importance of our libraries and in supporting our aims and goals.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the McAllen Independent School District to be affixed on this 13th day of April 2020.

Conrado Alvarado, Secretary, Board of Trustees
McAllen Independent School District


Attest:

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

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: 04/13/2020

SUBMITTED BY: _____

SUPERVISOR: 
Bridgette Vieh (Apr 10, 2020)

Approved for presentation to the Board of Education:



12 _____
Superintendent of Schools Apr 10, 2020

**Resolution of the Board Regarding
Policy EIC(LOCAL) Academic Achievement – Class Ranking (Last updated July 10, 2013 LDU
2013.01)**

WHEREAS, on March 19, 2020, the Texas Governor issued Executive Order No. GA-08 relating to COVID-19 preparedness and mitigation and through this action and in accordance with Guidelines from the President ordered the temporary closure of all Texas school districts;

WHEREAS, on March 23, 2020, McAllen Independent School District began closed and instructing through Distance Learning to protect the health and safety of staff and students;

WHEREAS, the Board has implemented procedures for continuity of instruction to the extent possible while the district is closed and instructing through Distance Learning;

WHEREAS, the Board finds that a need exists to temporarily adjust local policy provisions addressing class rank under these circumstances to ensure fair and consistent designation of local honors;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of McAllen Independent School District makes the following temporary adjustments to policy EIC(LOCAL) Academic Achievement – Class Ranking last updated July 10, 2013 LDU 2013.01:

- The 4th Six Week’s grades (January 7, 2020 - February 21, 2020) will be given the weight of a semester grade in the calculation to determine Local Graduation Honors, including Valedictorian and Salutatorian for the 2019-2020 school year.
- For all calculations of class rank for students in the graduating classes of 2021, 2022, and 2023, the grade for the 4th 6-week grading period of the 2019-20 school year shall serve as the spring semester grade and shall be given the weight of a semester grade in all such calculations.

Adopted this 13th day of April, 2020, by the Board of Trustees.

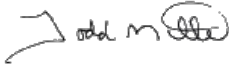
Presiding Officer

Secretary

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

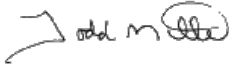


14 _____
Superintendent of Schools **Apr 9, 2020**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

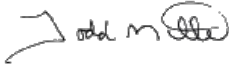


15 _____
Superintendent of Schools Apr 6, 2020

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:

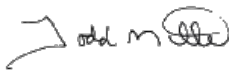


16 _____
Superintendent of Schools Apr 6, 2020

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:



17 _____
Superintendent of Schools Apr 6, 2020

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: *Alejandra Gonzalez*
Alejandra Gonzalez (Mar 27, 2020)

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Mar 27, 2020)

Approved for presentation to the Board of Education:

J. X. Gonzalez

18 _____
Superintendent of Schools

New Exp Date (if extended or renewed):

ID#	Vendor	Contact Information	E-mail	Freight Terms	Award/Discount
1 1477308	AKJ Wholesale LLC dba AKJ Books, C/CERO Class Trips/BMI Educational Services 4702 Benson Ave Halethorpe, MD 21227-	Phone: (800) 922-6066 Jeremy Brickey	salessupport@akjeducation.com		Recommended
Vendor Notes:					
2 1477747	Aquilla Educational Resources, LLC 3106 Flowering Springs Drive Forney, TX 75126-	Phone: (512) 587-2556 Steven Bridges	steven@aquillaed.com		Recommended
Vendor Notes:					
3 1477752	Cathey Alexander Kids Vocabulary 12 Canaveral Creek Lane Sugar Land, TX 77479-	Phone: (281) 923-0441 Cathey Alexander	catheylalexander@hotmail.com; cathey@kidsvocabulary.com		Recommended
Vendor Notes:					
4 1477748	College Scholarship Leadership Access Program 313 West Eller Avenue Pharr, TX 78577-	Phone: (956) 533-6156 Thomas Ray Garcia	cslapofficial@gmail.com		Recommended
Vendor Notes:					
5 11738	Crisis Prevention Institute Inc 10850 West Park Place Suite 600 Milwaukee, WI 53224-	Phone: (888) 426-2184	CPIRFP@crisisprevention.com info@crisisprevention.com; driscoll@crisisprevention.com		Recommended
Vendor Notes:					
6 1477521	DynEd Internatinal Inc. 75 E. Santa Clara Street, 6th Floor San Jose, CA 95113-	Phone: (650) 375-7011 Fax: (650) 375-7017 Luis Amelinckx	lamelinckx@dyned.com		Recommended
Vendor Notes:					

New Exp Date (if extended or renewed):

ID#	Vendor	Contact Information	E-mail	Freight Terms	Award/Discount
7 1477749	Elizabeth Yvonne Curran dba Core Math Training Solutions, LLC 407 Elm Ave, SW Roanoke, VA 24016-	Phone: Beth Curran	bc@bethmathtrainer.com		Recommended
Vendor Notes:					
8 1477755	ESL Educational Systems 1218 Heritage Oaks Rd Edinburg, TX 78539-	Phone: Irma G. Hinojosa	irmahinojosa66@gmail.com		Recommended
Vendor Notes:					
9 1477750	eTeachingMe dba Love and Learn at Home 404 Casa Verde Dr. Georgetown, TX 78633-	Phone: (361) 249-4951 Kristin Miller	etachingme@gmail.com		Recommended
Vendor Notes:					
10 1477751	Hiperware Labs Inc. 915 Broadway St. # 117 Vancouver, WA 98660-	Phone: (650) 924-2852 Chris Buja	cbuja@classhero.com		Recommended
Vendor Notes:					
11 1477753	KOI Education 99 East Virginia Ave Suite 120 Phonix, AZ 85004-	Phone: (602) 403-4032 Karen Gifford	karen@koi-education.com		Recommended
Vendor Notes:					
12 1477757	Lagayla Robyn Hartzell PO Box 830491 Richardson, TX 75083-	Phone: (972) 741-8559 Lagayla Robyn Hartzell	robynhartzellpd@gmail.com		Recommended
Vendor Notes:					

New Exp Date (if extended or renewed):

ID#	Vendor	Contact Information	E-mail	Freight Terms	Award/Discount
13 1477756	Learning Services International Inc. P. O. Box 10636 Eugene, OR 97440-	Phone: (800) 877-9378 Donna Villena	donnavillena@msn.com		Recommended
Vendor Notes:					
14 12078	Learning Systems PO Box 58371 Houston, TX 77258-	Phone: (281) 280-0858 George Gibson	TestGuys@aol.com;		Recommended
Vendor Notes:					
15 1477577	LEGO Education North America 501 Boylston Street, Suite 4103 Boston, MA 02116-	Phone: (617) 283-8569 Jennilee Haber	jennilee.haber@LEGO.com		Recommended
Vendor Notes:					
16 147863	Maker Maven LLC 800 Alma Street Tomball, TX 77375-	Phone: (877) 625-3775 Jaime Quick	bids@makermaven.net		Recommended
Vendor Notes:					
17 1477754	Mindsets Learning, Inc. 281 Summer Street Floor 2 Boston, MS 02210-	Phone: (415) 730-5511 Chris Buja	hello@mindsets.com		Recommended
Vendor Notes:					
18 1477649	Newsela 620 8th Avenue Floor 21 New York, NY 10018-	Phone: Perla Sanchez	perla.sanchez@newsela.com		Recommended
Vendor Notes:					

New Exp Date (if extended or renewed):

ID#	Vendor	Contact Information	E-mail	Freight Terms	Award/Discount
19 1477418	Pear Deck, Inc 308 E. Burlington St. #303 Iowa, IA 52240-1602	Phone: (816) 806-2340 Fax: (319) 483-6949 Nick Park	nickpark@peardeck.com		Recommended
Vendor Notes:					
20 1477595	Responsive Learning, LP 2118 Grant Avenue El Paso, TX 79930-	Phone: (915) 532-9964 Fax: (915) 532-9975 Patrick Fox	pat.fox@responsivelearning.com		Recommended
Vendor Notes:					
21 10622	Teaching Strategies LLC 4500 East-West highway Suite #300 Bethesda, MD 20814-	Phone: (541) 345-1442 Fax: (301) 634-0826 Sayra Hughes, Sales & Customer Service Associates	legal@teachingstrategies.com; milenad@teachingstrategies.com; customerrelations@teachingstrategies.com; ashlee.d@teachingstrategies.com; ben.t@teachingstrategies.com;		Recommended
Vendor Notes:					
22 1477759	The Library Voice LLC dba Shannon McClintock Miller 4135 Green CT Denver, CO 80211-	Phone: (515) 494-3460 Shannon McClintock Miller	shannonmcclintockmiller@gmail.com		Recommended
Vendor Notes:					
23 10370	TouchMath Acquisitions, LLC dba TouchMath LLC 5445 Mark Dabling Blvd Suite 200 Colorado Spring, CO 80918-	Phone: (800) 888-9191 Fax: (719) 593-2446 Allison Elmore, Bids Coordinator	aaron.clafin@touchmath.com; contracts@touchmath.com		Recommended
Vendor Notes:					

New Exp Date (if extended or renewed):

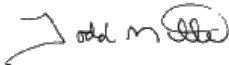
ID#	Vendor	Contact Information	E-mail	Freight Terms	Award/Discount
24 147360	Waterford Research Institute 1509 E. 9400 S Sandy, UT 84093-	Phone: (801) 349-2200 Jackie Alldredge	txrfp@waterford.org;alfiepe rrin@waterford.org		Recommended

Vendor Notes:

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: _____

SUPERVISOR: 

Approved for presentation to the Board of Education:




24 _____
Superintendent of Schools **Apr 8, 2020**

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: 

SUPERVISOR: 
Arely Benavides (Mar 30, 2020)

Approved for presentation to the Board of Education:



25 _____
Superintendent of Schools

MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2020-290 Contract with Zuniga House Mover, LLC through Bid. 2020-225

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and Zuniga's House Mover, LLC a Texas limited liability company (hereinafter referred to as "Contractor") as of the date of execution (the "Commencement Date") by the District as shown on the signatory page of this Contract.

WITNESSETH:

WHEREAS, District recognizes that the Facilities and Operations Department of District (the "Department") requires Portable Building Relocation Services rendered by Contractor who has the training, experience, and qualifications necessary to provide the services;

WHEREAS, District requested bids from vendors for the certain services, such services more particularly described on Exhibit A attached hereto ("District's Bid No.2020-225");

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

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

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

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

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

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

1. OBLIGATIONS OF THE CONTRACTOR

Contractor shall perform all of the work and provide all equipment, materials and labor required in accordance with the terms and conditions of the Contract Documents, for Portable Building Relocation Services on an as-needed basis during the term of this contract as hereinafter defined.

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

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

- A. This Contract
- B. Exhibit "A" – District's Bid. No. 2020-225
- C. Exhibit "B" – Vendor's Services, Products and Fees Pursuant to Bid No. 2020-225
- D. Exhibit "C" – Certificate of Insurance

This Contract is entered into subject to the following conditions:

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

2. INSURANCE COVERAGE

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

- A. Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
- B. Commercial General Insurance (occurrence basis only) \$1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.
- C. Business Commercial Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles;

each person \$100,000; each accident \$300,000; and for property damage, each occurrence of \$100,000; No deletions/exclusions from standard coverage form allowed without written consent of District. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).

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

3. TRANSFER, ASSIGNMENT, ETC.

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

4. ADJUDICATION

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

5. PROVISIONS, PARAGRAPHS

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

6. PAYMENT

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

7. TAXES AND BENEFITS

Contractor expressly acknowledges that Contractor will be acting as an independent contractor for all purposes, including payment of social security, withholding taxes and all other federal, state and local taxes. Contractor, as independent contractor, shall be solely responsible to its employees, agents, third party contractors

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

8. INCURRING FINANCIAL OBLIGATION

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

9. ACCESS TO BOOKS AND RECORDS

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

10. NON-DISCRIMINATION

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

11. HOLD HARMLESS

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

12. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall commence on the Commencement Date and remain effective through April 13, 2023. All services must be completed during the term of the Contract.

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

B. Termination with Cause.

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

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

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

13. NOTICES

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

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

If to Contractor: Zuniga's House Mover, LLC
 Attn: Hugo A. Zuniga
 P. O. Box 791
 San Juan, TX 78589

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

14. LAW

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

15. NO IMPLIED WAIVER

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

16. SEVERABILITY

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

17. ASSIGNABILITY

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

18. AMENDMENTS

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

19. ENTIRE CONTRACT

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

20. INTERPRETATION

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

21. VARIATIONS OF PROUNOUNS

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

22. AUTHORIZATION FOR CONTRACT

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

23. IMMUNITIES

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

24. NON-APPROPRIATION OF FUNDS.

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

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

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

26. CRIMINAL HISTORY INFORMATION.

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

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District's property or other location where students are regularly present, District shall be the final decider of what constitutes a "location where students are regularly present." Contractor's violation of this section shall constitute a material breach of contract. If the Contractor is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence of compliance acceptable to District, with this Contract.

27. ENTITIES THAT BOYCOTT ISRAEL

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

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

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

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

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

29. BREACH OF CONTRACT AND FEES

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

30. FURTHER DOCUMENTS

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

31. BINDING NATURE

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

32. CONTRACT TERMS CONTROL

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

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

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District
By: _____
Marco Suarez, President

Vendor
By: Hugo A. Zuniga
Hugo A. Zuniga (Mar 23, 2020)
Name: Hugo A. Zuniga
Title: Owner

Approved as to form:
Atlas Hall & Rodriguez, LLP by: Stephen L. Crain
Stephen L. Crain (Mar 23, 2020)
Stephen L. Crain

Exhibit "A" – District's Bid No. 2020-225



ALEJANDRA GONZALEZ
Director of Purchasing Services

February 19, 2020

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

Bid No. 2020-225-Portable Building Relocation Services

Submittals shall be received **no later than** 3:00 pm local time, March 4, 2020 via one of the following:

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

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

Purchasing Services McAllen ISD
Attn: Gracie Garza
Bid No. 2020-225-Portable Building Relocation Services
4309 Warrior Drive, Bldg. C
McAllen, Texas, 78501

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

Any questions regarding this solicitation must be submitted through the "Questions" option located on the Public Purchase website, <https://www.publicpurchase.com/gems/login/login>, no later than 10:00 AM, February 28, 2020. Questions/clarifications regarding this solicitation will not be answered by phone nor email.

Thank you,

Alejandra Gonzalez
Director of Purchasing Services

SECTION A
GENERAL TERMS AND CONDITIONS

McAllen Independent School District
General Terms and Conditions
Invitation For Bids

Please read the following information carefully. Any exceptions to these terms and conditions will be cause for a bid to be disqualified. Additionally, please read the Specifications and Scope of Work contained in each Invitation for Bids ("IFB"). The Specifications and Scope of Work in the IFB will take precedence over the General Terms and Conditions when they are in conflict. Prospective bidders are responsible for familiarizing themselves with all aspects of the process for participating in bids, request for proposals, etc.

1. Bidder Guarantee:
 - 1.1 Bidder agrees to comply with all terms and conditions contained in this document and the IFB.
 - 1.2 Bid must comply with all federal, state, county, and local laws concerning these types of goods/services.
 - 1.3 Bidder guarantees products/services offered will meet or exceed the written specifications identified in the IFB.
 - 1.4 Bidder agrees to protect the District from claims involving infringement of patents or copyrights.
 - 1.5 Minimum Standards for Responsible Prospective Bidders: 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 bidder must affirmatively demonstrate bidder's responsibility. District may request representation and other information sufficient to determine bidder'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 bid, when properly accepted by District, shall constitute a contract equally binding between the successful bidder and District. Different or additional terms may become a part of this contract to include Change Orders pending approval by the District and contractor.
 - 1.7 Conflict of Interest: Any purchase order of contract resulting from this process shall be considered null and void if the successful bidder 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 Bidders and Other Persons; Questionnaire; Form CIQ.
 - 1.8 Criminal History Record Information Review: The Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The 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 agrees that if awarded a contract, the Bidder will provide to the District a list with names of all of their employees and any subcontractor's employees before commencing any services. The Bidder further agrees to provide written notice of any new employees and any new subcontractor's employees to the District immediately after employment. 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.
 - 1.9 ENTITIES THAT BOYCOTT ISRAEL: If Bidder is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If

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Bidder does not make that certification, Bidder must indicate that in its Response and state why the certification is not required.

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

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

- Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter. SECTION 2. Subchapter F, Chapter 2252, Government Code, as added by this Act, applies only to a contract or purchase for which a governmental entity first advertises or otherwise solicits bids, proposals, offers, or qualifications on or after the effective date of this Act. SECTION 3 This Act takes effect September 1, 2017.

1.11 Campus Visitation Procedures: If Bidder is awarded a contract that requires on-site visit, the Bidder 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: The Bidder represents that the products/services provided by the Bidder 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 Agreement and receive the pro-rata portion of the contract sum paid to the Bidder by District for the unexpired term of the Agreement.

1.13 Bidder, in submitting this bid, agrees that District shall not be liable to prosecution for damages in the event that District declares the bidder 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 bid. Both unit prices and extension must be submitted. *Unit prices shall govern.*

1.15 Adherence to Specifications and Anti-Collusion: Each bidder by making his bid represents that he has read and understands the bid documents and his bid is made in accordance therewith. Signing this bid affirms that your company will enter into a binding contract with District for products/services awarded to your company. The Bidder, by signing and executing this bid, certifies and represents to the District that Bidder 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 bid; the Bidder also certifies and represents that Bidder 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 bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder 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 bid; the Bidder 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 bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

1.16 Bid Guarantee: Bid bonds may be required for certain bids in excess of \$25,000, if stated in the IFB. A bid guarantee will be submitted ~~in~~ the form of a bid bond, postal money order, certified

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check or cashier's check in an amount not less than 5% of the total maximum amount bid 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 bid. If the successful bidder, upon acceptance of his bid 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 bid, 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 IFB. 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 The only forms of surety acceptable as a performance or payment bond are: Cashier's Check, Certified Check, or a Surety or Blanket Bond from a company chartered or authorized to do business in Texas.
 - 1.17.3 Note: Bonds completed (signed) by an out-of-Texas surety require a counter signature by a Texas resident agent of a company chartered or authorized to do business in 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 (except as noted in Texas Administrative Code Blanket Bond).
 - 1.17.5 All references to the bond by Bidder 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.
 - 1.17.7 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. Types of Contracts: Each IFB will identify the type of contract being advertised.

2.1 Firm Price: Unit Prices bid are firm for the period specified in the IFB and all extensions. Price decreases are acceptable.

2.2 Catalog Bid: Prices bid on this type of contract are based upon an approved price list or other approved method as identified in the IFB. This type of contract provides for discounts from a current manufacturer's price list, a percentage add-on to a manufacturer's distributor/producers type price list or a custom price list. Current price list means the latest price list in effect between the "date mailed" as shown on the IFB and the bid opening date. Manufacturer's price list means a price list published in some form by the manufacturer of a product and available to and recognized by the trade. Custom price list means a price list especially prepared for a given bid. The District shall be the sole determinate as to acceptability. Requests for price increases must be documented with a new dated price/cost list that is the same type as the one submitted with the bid. The maximum allowable increase will be determined by the following formula:

$$\frac{\text{Original Bid Price} \times \text{New Mfg. Cost}}{\text{Price List}} = \text{Maximum Allowable Contract Price}$$

Original Mfg. Cost/Price List

Prices for this type of contract cannot be increased for 30 days after the contract begins unless otherwise specified in the IFB. Price reductions shall be offered immediately upon becoming available to a Bidder at any time after award.

2.3 Requirements Contract: This IFB is for an indefinite delivery/indefinite quantity contract where all actual purchase requirements for specific supplies or services during the contract period are filled by the selected Bidder, with deliveries to be scheduled by placing orders with the Bidder. Prices bid are firm for the period specified in the IFB and all extensions. The listed items are

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commonly acquired items and prices will be used to determine best overall value. Price decreases are acceptable. District will purchase as needed, based on quantities or budgeted amount listed in the IFB. However, the District in its sole discretion, reserves the right to increase or decrease the quantities as it deems to be in its best interest. Quantities specified are per unit of measure listed in the bid. Volume discounts on these items are acceptable by District. Additionally, the District may have a need to purchase additional items within this category that are not listed on the bid. Bidder is to make these items available to the District through this Contract at the same discounted pricing awarded by the Board of Trustees. Bids may be awarded to primary and secondary Bidders on an item-by-item basis or by categories. End users may go to the secondary Bidders to compare items for best value.

3. General Provisions

3.1 Term of Contract and Purchase Order Dates:

- 3.1.1 The IFB shall state the term of the contract and applicable extensions.
- 3.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the successful bidder(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.**
- 3.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Bidders may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.
- 3.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.
- 3.1.5 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.
- 3.1.6 District reserves the right to reorder from this bid for the term of the contract at the bid 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.

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

- 3.2.1 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.
- 3.2.2 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 the Bidder.
- 3.2.3 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.
- 3.2.4 Inspection and Tests: All goods are subject to inspection and testing by the District. Authorized District personnel shall have access to a Bidder'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 the Bidder. Goods that have been delivered and rejected in whole or in part may be, at the District's option, returned to the Bidder at Bidder's risk and expense or disposed of in accordance with District procedures. The Bidder may request that goods be held at Bidder's risk for a reasonable period of time for later disposition at the Bidder's expense. Latent defects may result in revocation of acceptance of any product.

3.3 Late Delivery: If a delivery delay is foreseen, Bidder 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. The Bidder must keep the District advised at all times of the status of the order. If the Bidder has orders in their possession which have not been completed within the specified delivery time, the District

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- 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.
- 3.4 Back Orders: The District may purchase on the open market any commodity reported by a Bidder to be on back order when the resultant delivery time is unsatisfactory. Damages may be applicable in cases of a pattern of back orders.
- 3.5 Damage Assessment: If a Bidder is in default on an order or fails to honor bid prices, the District reserves the right to purchase the item in default from another Bidder and charge the increase in price, if any, and cost of handling to the Bidder in default. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the Bidder from the District's Centralized Master Bidders List (CMBL).
- 3.6 Emergency Deliveries: In case of an emergency experienced by a qualified ordering entity, the successful Bidder is requested to supply the needed material immediately, if possible. If the successful Bidder cannot respond, then the emergency requirement may be purchased on the open market. The District or the Bidder shall not consider such purchases a breach of contract.
- 3.7 Substitutions: All substitutions require prior written approval by the District. The District reserves the right to require the Bidder 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. The Bidder must contact the qualified ordering entity prior to shipment of the approved substitution.
- 3.8 Off Contract Purchases: 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 or may not be identified in the IFB. Bidders are to allow for such purchases provided purchase orders are issued for these purchases.
- 3.9 References: District may request bidders to supply, with this bid, 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.
- 3.10 Bids from unresponsive Bidders will not be accepted. Bidders having a history of inconsistent service and unreliability will not be considered by the District to be a responsible bidder.
- 3.11 Bidder 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 Bidders/contractors 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.
- 3.12 Notices: Any notice provided by this bid (or required by Law) to be given to the successful bidder 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 or sent via electronic format in McAllen, Texas, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 3.13 Venue: This agreement 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.
- 3.14 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.
- 3.15 Deviations from Specifications: All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder 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.
- 3.16 Bidders that fail to comply with the conditions of the bid may be removed from the District's Centralized Master Bidders List for a period of two years.
- 3.17 Bidders wishing to reinstate their status must request it in writing at the end of the two-year period.
- 3.18 Installation Services: Some purchases on this bid may require installation services. Pricing for this service will be negotiated at the time of the project/service.

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4. Preparation of Bid:
- 4.1 Freight Charges & F.O.B. Point: Quote all bids F.O.B. destination, transportation prepaid and allowed, i.e., included in the price bid, 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.
- 4.2 Bid prices must be firm for acceptance by the Board of Trustees for 120 days from bid opening date unless otherwise specified in the IFB. Bid 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 bid documents. Refer to Section 7 for additional information regarding bid prices.
- 4.3 Usage Figures: Quantities shown on the IFB under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period. 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 Bidders 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 bid sheet.
- 4.4 Referenced Example: Any catalog number, brand name or manufacturer's reference used in an IFB is descriptive only (not restrictive) and is used to indicate type and quality desired. Bids for brands of like nature and quality will be considered. The bidder 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 bidding other than the referenced example, the bidder 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 bidder takes no written exception to the referenced example in the bid, the brand names, numbers, etc., exactly as specified in the IFB shall be furnished.
- 4.5 Condition of Products: All items bid shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the IFB.
- 4.6 Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- 4.7 Unit of Measure: If offering a bid price for a different unit of measure, the exception and proposed packaging must be shown by the line item bid.
- 4.8 Alternate Bids: Alternate or supplemental bids shall be submitted as a separate item and be identified by the bidder's name and signature and be cross-referenced to the applicable item in the IFB.
- 4.9 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 the bidder on request at bidder's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at bidder'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 bidder's name, address, bid opening date and bid number. Do not attach samples to bid pages. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:
- ATTN: Purchasing Services (Bid Sample)
McAllen Independent School District
4309 Warrior Drive
McAllen, TX 78501-7734
- 4.10 Signature on Bid: Electronic signatures are acceptable. The person signing the bid must have authority to bind the represented company to a contract. An unsigned bid cannot be signed after the bid opening time even though the bidder or a representative is present at the bid opening.
- 4.11 Attachments: Bidders may include attachments to describe commodities being bid 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 bid in writing. **Warning:** Any added terms or conditions may result in disqualification of a bid, e.g., bids subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.

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- 4.12 Addendums: Should an addition or correction become necessary after an IFB is issued, an addendum relating to the necessary information will be issued. It is the Bidder responsibility to view the web page regularly, or prior to submitting a bid response, to ensure that no addenda or additional information have been issued for the solicitation. The web address is <https://www.publicpurchase.com>.
- 4.13 Special Discounts: Bidders are encouraged to offer discounts for large one-time order deliveries, educational purposes, etc. The conditions for earning the discount may be indicated by the item being bid or by submitting a separate page with the information. These discounts will not be considered in determining the low bid but will be part of any contract issued.
- 4.14 Bid Preparation Expense: Any expense related to the submission of a bid is the sole responsibility of the bidder. The District will not reimburse bidders for any cost related to bid preparation or submission.
- 4.15 All Bidders doing business with the District must have on file a Form W-9 Request for Taxpayer Identification Number and Certification. A copy of this form is included for your use if not on file.
- 4.16 All Bidders 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 if not on file. **Please complete Section 1 - Felony Conviction Notification** of the Bidder Certifications Form.
- 4.17 Form 1295: 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. Please go to website below and complete.
- 4.17.1 Go to website: http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 4.17.2 Enter Required information
- 4.17.3 Enter District's contract number: (Bid Number and Bid Name)
- 4.17.4 Print form
- 4.17.5 Sign printed form
- 4.17.6 Submit with bid
- 4.18 Conflict of Interest Form: All Bidders doing business with the District must provide a Conflict of Interest Questionnaire Form as required by Texas Local Gov't Code 176.006. Failure to submit may result in disqualification of bid submission.

5 Submission of Bid:

- 5.1 No Bids: To remain on the Bidder's list, "NO BIDS" must be submitted by Bidders wishing to remain on the District's Centralized Master Bidders List (CMBL). Continued submittal of "NO BIDS" will result in Bidder being removed from the District's Centralized Master Bidders List (CMBL). Bidders not submitting bids or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Bidders List (CMBL). The District is not responsible for any errors occurring as a result of this procedure. It is the Bidder's responsibility the contact information on the Public Purchase website, the District's Centralized Master Bidders List, is up to date. To make any changes/updates log on to <https://www.publicpurchase.com>.
- 5.2 Public Bid Opening: Bids and bidders are read aloud. However, because of the number of items included in some bids and the high number of bidders, Bidders present for the bid opening may be asked to dispense with this procedure. In these cases, only the names and addresses of bidders will be read at a public bid opening. A copy of the bid tabulation is available for download from the following purchasing webpage: https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975 the day after bid award by the Board of Trustees.
- 5.3 Late Bids: Late bids will NOT be considered under ANY circumstances.
- 5.4 Amending/Withdrawing Bid: A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid. No bid 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.

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- 5.5 Price lists must be included in the IFB. Any terms and conditions in a price list will not be considered a part of a bid unless specifically identified by the bidder and referenced in writing.
- 5.6 Bids via the U. S. Postal Service are to be sent to the address shown below.

A.B.C. COMPANY 112 SPRING ROAD ANYWHERE, TX 78XXX	POSTAGE
Bid No. Bid Name	ATTN: PURCHASING SERVICES McALLEN INDEPENDENT SCHOOL DISTRICT 4309 WARRIOR DRIVE McALLEN, TX 78501-7734

- 5.7 Confidential: Subject to the requirements of the Texas Open Records Act, if a company believes that a bid is, or parts of a bid are confidential, then the company must so specify. The company must stamp in bold letters the term "CONFIDENTIAL" on that part of the bid, which the company believes to be confidential. The successful bid may be considered public information even though parts are marked confidential.
- 5.8 Copyrighted bids are unacceptable and will be disqualified as unresponsive.

6 Bid Evaluation and Award:

- 6.1 Bid 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 bid will not necessarily be the successful bid. Bids 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 bid, waive minor technicalities and make an award in the best interest of the District. A response to an IFB is an offer to contract with the District based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until a Notice of Award (NOA) is issued. The contract shall be governed, construed and interpreted under the laws of the state of Texas.
- 6.2 The District will not be bound by any communication with bidders other than the IFB, these General Terms and Conditions, Specifications and Scope of Work, any written addendums issued by District, District Policies and Procedures, and State Law.
- 6.3 The District shall be sole judge of what constitutes the best interest of the District.
- 6.4 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 Bidder and of the Bidder's goods or services; (3) the quality of the Bidder's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the Bidder'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 Bidder'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 Bidder or the Bidder'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.
- 6.5 Tie Bids: In case of tie bids, the award will be made in accordance with Local Government Code 271.901 and Government Code 2252.001 - 2252.004. (NON-RESIDENT BIDDERS). Consistent and continued tie bidding could cause rejection of the bids by the District and/or investigation for antitrust violations.
- 6.6 Notice of Award (NOA): NOA/Tabulation information is available for download from our website at https://www.mcallenisd.org/apps/pages/index.jsp?uREC_ID=1097282&type=d&pREC_ID=1406975. Anticipated award information will be posted approximately ninety (90) days from bid opening. The bidder must advise the District within 10 days from the date of award by the Board of Trustees of any errors requiring correction.

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- 6.7 Qualified Ordering Entity: All campuses and departments are considered District users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Agreements with the District. These entities may have access to the prices offered to District. Bidders are responsible for identifying and requesting information on these entities.
- 6.8 Insurance Requirements:
- 6.8.1 Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - \$500,000.
 - 6.8.2 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 Consultant's policy as to the subject job.
 - 6.8.3 Business Commercial or Personal Auto 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).
 - 6.8.4 Successful Contractor will provide a certificate of insurance, in Acord 25 Form, to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason
 - 6.8.5 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.
 - 6.8.5 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.
 - 6.8.6 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.
- 6.8 To expedite evaluation of the bids, it is preferable that District forms be used when included in the bid package.
- 6.9 Assignment: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of District.
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 IFB 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. Bidder shall compute new unit prices at the same percentage as reflected in the original bid (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, the Bidder 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: Bidders 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.

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8. ADMINISTRATIVE PROCEDURE FOR BIDDER COMPLAINTS: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 632-3241.
9. INVOICING:
- 9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:
- ATTN: Director of Accounting
McAllen Independent School District
2000 North 23rd Street
McAllen, TX 78501
- 9.2 The invoice must show name of Bidder 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 the Bidder 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 paying entity.
- 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 the Bidder for failure to meet contractual obligations. If cancellation is requested by District for some other reason, through no fault of the Bidder, the Bidder's permission to cancel is required. All correspondence from the Bidder pertaining to the cancellation of an order is to be addressed to the District. In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, District shall give the successful bidder 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 successful bidder, default will be declared and all the successful bidder'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 Bidder is prevented from compliance and performance by an

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act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Bidder. The burden of proof for the need of such relief rests with the Bidder. To obtain release based on Force Majeure, the Bidder 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 Bidder that fails to perform in accordance with contract terms and conditions. The District and Contractor 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 Agreement 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 Bidder.
- 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 solicitation, 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 successful bidder fails to:
- 11.5.1 meet schedules;
 - 11.5.2 defaults in the payment of any fees;
 - 11.5.3 otherwise perform in accordance with these specifications.
- 11.6 Breach of contract or default authorizes District to exercise any or all of the following rights:
- 11.6.1 District may take possession of the assigned premises and any fees accrued or becoming due to date;
 - 11.6.2 District may take possession of all goods, fixtures and materials of successful bidder 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 bidder as it deems to be in the best interest of District. In such event, the District shall charge the canceled bidder the difference for any additional cost of such bid item(s) from the next lowest and best bidder.

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 bid 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."
- 12.2 Information Request: Please send information on any products not listed in this contract that are related and available through your company which contain recycled material along with the percent of post- and pre-consumer content to:

ATTN: Purchasing Services
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4309 Warrior Drive
McAllen, TX 78501-7734

- 12.3 When bidding, please consider the following:
- 12.3.1 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.
 - 12.3.2 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.
 - 12.3.3 Material Safety Data Sheets: A Bidder 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.
 - 12.3.4 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.
 - 12.3.5 Asbestos Management Plan: All contractors 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.
 - 12.3.6 AHERA: All work must be in compliance with AHERA.
 - 12.3.7 All contracts awarded in excess of \$10,000 by school districts and their contractors or subgrantees 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).
 - 12.3.8 All contracts and subgrants 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 subgrantee 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.
 - 12.3.9 All contracts awarded by school districts and subgrantees 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 that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
 - 12.3.10 Contracts, subcontracts, and subgrants 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).

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- 12.3.11 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).
- 12.4 Advertisement: Bidders are prohibited from using contract award information, sales values/volumes and/or District customers in sales brochures or other promotions, including press releases.
- 12.5 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 successful bidder 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 bid, Contractor 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 contractors 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 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 workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.

McAllen Independent School District
General Terms and Conditions
Invitation For Bids

- 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 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.
- 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).
- 13.8 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.
- 13.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- 13.10 A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Any questions regarding this bid must be emailed through the questions tab option located within the solicitation posted on the Public Purchase website <https://www.publicpurchase.com>.

SECTION B
SPECIFICATIONS AND SCOPE OF WORK

McALLEN INDEPENDENT SCHOOL DISTRICT
Bid No. 2020-225 Portable Building Relocation Services
Specifications and Scope of Work

1.0 BACKGROUND

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

Officers of the District are:

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

2.0 INTENT

It is the intent of the District through this Bid (“Bid”) to select bidder(s) (“Bidder”) offering the best value for Portable Building Relocation 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 Bidder to be disqualified.

4.0 TERM AND TERMINATION OF AGREEMENT

The period of the contract resulting from this Bid will be for a term of one (1) year with option to renew for two (2) additional one (1) year terms

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

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 Bidder, 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 of Bidder to provide evidence of liability insurance, as required.

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

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

McALLEN INDEPENDENT SCHOOL DISTRICT
Bid No. 2020-225 Portable Building Relocation Services
Specifications and Scope of Work

5.0 PRICING, INVOICING AND PAYMENT

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

6.0 REFERENCES

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

7.0 EVALUATION CRITERIA

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

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

8.0 EVALUATION COMMITTEE.

The evaluation committee which will be comprised of Ruben Trevino, Executive Director of Facilities, Maintenance & Operations; Anthony Perez, Assistant Director of Facilities, Maintenance & Operations; Alejandra Gonzalez, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing; and Gracie Garza, Senior Buyer, will evaluate the Bid and recommend the awarded vendor(s) to the Board of Trustees.

9.0 COMMUNICATION WITH DISTRICT PERSONNEL

Bidder submitting a proposal shall not discuss this Bid 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 Bid. If discussion is necessary, you will be notified in writing. Failure to abide by this requirement will result in automatic disqualification at the discretion of the District. All questions must be posted on Public Purchase (www.publicpurchase.com).

10.0 SCOPE OF WORK

- 10.1** The awarded Bidder(s) shall be responsible for relocating building(s) to a destination pre-selected by District.
- 10.2** The awarded Bidder(s) shall utilize equipment (i.e. winch, gin poles and ratchet jacks) and a method that prevents damage to the building.
- 10.3** The awarded Bidder(s) shall utilize a method that raises either each end or one side of the building evenly and simultaneously. Bidders that do not utilize this method will not be considered.

McALLEN INDEPENDENT SCHOOL DISTRICT
Bid No. 2020-225 Portable Building Relocation Services
Specifications and Scope of Work

- 10.4** The building(s) shall be placed on level foundation blocks with the distance between buildings as required by city ordinance.
- 10.5** The finished floor clearance of building shall not be higher than 24" above natural ground.
- 10.6** The Bidder shall be responsible for obtaining all City of McAllen moving permits.
- 10.7** The District will be responsible for the disconnection and re-connection of plumbing, water, electrical, audio/visual, and telephone lines.

10.8 HOURS OF WORK.

10.8.1 The awarded bidder shall coordinate with the District Facilities Maintenance Operations contact person for scheduling necessary work hours for projects resulting from this contract. In general, the work hours will be from 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidder may need to modify work periods to accommodate school hours, if necessary.

- 10.9** Awarded Bidder shall provide, within thirty (30) days' notice, in writing, any cancellation or material change.
- 10.10** Awarded Bidder shall provide Certificates of Insurance to the Purchasing Department evidencing required insurance, in accordance with Section 6.8 of the General Terms and Conditions, prior to commencement of this contract, and thereafter, evidencing renewals or replacements of said policies at least fifteen (15) days prior to the expiration or cancellation of any such policies.

11.0 AWARD INFORMATION

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

12.0 INSTRUCTIONS FOR SUBMITTING A BID

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

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

Required forms with your submittals (Include ONLY the following)

- o Section C - Bid Items
- o Section D - Deviations
- o Section E - Completed Contractor's Certifications Forms
- o Section F - W9
- o Section G - Completed Conflict of Interest Form
- o Section H - Reference Check Form
- o Proof of Insurance
- o HB 1295 Form– MUST BE COMPLETED ONLINE
http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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

SECTION C
BID ITEMS

Mcallen Independent School District
 Bid No. 2020-225 -Portable Building Relocations Services

Bid Items

Item No.	Description	Unit of Measure	Qty.	Unit Price	Extended Amount	Discount Percent
1	Relocation of Portable Building(s) - Approximate Size: 24' x 32'. Intra-campus Move.	JOB	1			
2	Relocation of Portable Building(s) - Approximate Size: 24' x 32'. Moving Radius 1 - 5 miles	JOB	1			
3	Relocation of Portable Building(s) - Approximate Size: 24' x 32'. Moving Radius 6 - 10 miles.	JOB	1			
4	Relocation of Portable Building(s) - Approximate Size: 24' x 64' . Intra-campus move.	JOB	1			
5	Relocation of Portable Building(s) - Approximate Size: 24' x 64'. Moving Radius 1 - 5 miles.	JOB	1			
6	Relocation of Portable Building(s) - Approximate Size: 24' x 64'. Moving Radius 6 - 10 miles	JOB	1			
7	Relocation of Portable Building(s) - Approximate Size: 24' x 72' or equal. Intra-campus move.	JOB	1			
8	Relocation of Portable Building(s) - Approximate Size: 24' x 72'. Moving Radius 1 - 5 miles.	JOB	1			
9	Relocation of Portable Building(s) - Approximate Size: 24' x 72'. Moving Radius 6 - 10 miles.	JOB	1			
10	Relocation of Portable Building(s) - Approximate Size: 30' x 68'. Intra-campus move.	JOB	1			
11	Relocation of Portable Building(s) - Approximate Size: 30' x 68'. Moving Radius 1 - 5 miles.	JOB	1			
12	Relocation of Portable Building(s) - Approximate Size: 30' x 68'. Moving Radius 6 - 10 miles.	JOB	1			
13	Additional expenses for the relocation of 24' x 32' buildings					
	A. Crossbeam	EA	1			
	B. Anchoring Systems	EA	1			
	C. Other	EA	1			
	D. Other	EA	1			
14	Additional expenses for the relocation of 24' x 64' buildings					
	A. Crossbeam	EA	1			
	B. Anchoring Systems	EA	1			
	C. Other	EA	1			
	D. Other	EA	1			
15	Additional expenses for the relocation of 24' x 72' buildings					
	A. Crossbeam	EA	1			
	B. Anchoring Systems	EA	1			
	C. Other	EA	1			
	D. Other	EA	1			
16	Additional expenses for the relocation of 30' x 68' buildings					
	A. Crossbeam	EA	1			
	B. Anchoring Systems	EA	1			
	C. Other	EA	1			
	D. Other	EA	1			
17	Response time to begin services.					

SECTION D
DEVIATION/COMPLIANCE FORM

DEVIATION/COMPLIANCE FORM

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

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

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

Company Name

Address

City, State, Zip

Signature

Email

Phone # Fax#

SECTION E
CERTIFICATION FORM

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

1. Felony Conviction Notification

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

Initial where applicable.

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

2. Criminal History Record Information Review of Certain Contract Employees

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

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

OR

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

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

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

4. Confidential/Copyrighted Information

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

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

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

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

6. Owner(s) Name of Business

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

7. Delinquent Taxpayers

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

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

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

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

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

9. Buy America Provisions

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

10. Entities That Boycott Israel:

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

11. Federally Funded Purchases

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

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

COMPANY NAME: _____

AUTHORIZED AGENT'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

McAllen Independent School District
Federally Funded Purchases

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

- Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. These requirements do not apply to the

McAllen Independent School District
Federally Funded Purchases

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

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$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).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or submit an offer for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.
- A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- Buy American Provision

SECTION Ø

W-9

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

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 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.

SECTION 5
CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

SECTION H
REFERENCE FORMS



Alejandra Gonzalez
Director of Purchasing Services
956-632-3241

Reference Check Form

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

Name of Business Contract Term

1. The quality of the firm's service.

- Excellent
Good
Fair
Poor

Comments:

2. Timeliness of project

- Excellent
Good
Fair
Poor

Comments:

3. Will you continue doing business with this vendor?

- Yes
No

Why or why not?

4. How satisfied is your organization?

- Yes
No

Comments:

Reference prepared by:

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

SECTION Q
DRAFT CONTRACT

**MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. XXXX-XXX (PROJECT NAME BE) through Bid No. XXXX-XXX**

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

WITNESSETH:

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

WHEREAS, District requested bids from vendors for the certain services, such services more particularly described on Exhibit A attached hereto ("District's Bid No.");

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

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

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

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

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

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

1. OBLIGATIONS OF THE CONTRACTOR

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

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

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

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

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

This Contract is entered into subject to the following conditions:

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

2. INSURANCE COVERAGE

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

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

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

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

3. TRANSFER, ASSIGNMENT, ETC.

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

4. ADJUDICATION

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

5. PROVISIONS, PARAGRAPHS

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

6. PAYMENT

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

7. TAXES AND BENEFITS

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

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

8. INCURRING FINANCIAL OBLIGATION

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

9. ACCESS TO BOOKS AND RECORDS

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

10. NON-DISCRIMINATION

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

11. HOLD HARMLESS

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

12. TERM AND TERMINATION OF CONTRACT

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

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

B. Termination with Cause.

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

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

13. NOTICES

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

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

If to Contractor: COMPANY NAME AND ADDRESS
 Attn:

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

14. LAW

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

15. NO IMPLIED WAIVER

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

16. SEVERABILITY

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

17. ASSIGNABILITY

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

18. AMENDMENTS

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

19. ENTIRE CONTRACT

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

20. INTERPRETATION

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

21. VARIATIONS OF POUNOUNS

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

22. AUTHORIZATION FOR CONTRACT

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

23. IMMUNITIES

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

24. NON-APPROPRIATION OF FUNDS.

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

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

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

26. CRIMINAL HISTORY INFORMATION.

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

Contractor shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as

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

27. ENTITIES THAT BOYCOTT ISRAEL

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

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

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

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

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

29. BREACH OF CONTRACT AND FEES

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

30. FURTHER DOCUMENTS

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

31. BINDING NATURE

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

32. CONTRACT TERMS CONTROL

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

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

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District
By: _____
Marco Suarez, Board President

Vendor
By: _____
Name: _____
Title: _____

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



ALEJANDRA GONZALEZ
Director of Purchasing Services

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

February 27, 2020

RE: ADDENDUM NO. 1

Please note the following change for **Request for Proposal No. 2020-225 Portable Building Relocation Services.**

1. If total cost for one-time services is equal to \$25,000.00, but less than \$100,000.00, a Payment Bond will be required. Provide percentage cost to acquire a Payment Bond: _____%
2. If total cost for one-time service is equal to \$100,000.00 and above than a Payment and Performance Bond will be required. Provide Percentage cost to acquire a Payment & Performance Bond: _____%

Refer to General Terms and Conditions, Section 1.17.

Bid Documents/Specifications may be obtained online from the **Public Purchase** website at <http://www.publicpurchase.com/>, beginning **February 19, 2020**. **Vendors are responsible for viewing the webpage regularly or prior to submitting a proposal, to ensure that no addenda or additional information have been issued for the solicitation.**

Addendum #1 Acknowledged By:

Authorized Signature

Company Name

Type/Print Name

Exhibit "B" – Vendor's Services, Products and Fees Pursuant to
Bid No. 2020-225

Mcallen Independent School District
 Bid No. 2020-225 -Portable Building Relocations Services

Bid Items

Item No.	Description	Unit of Measure	Qty.	Unit Price	Extended Amount	Discount Percent
1	Relocation of Portable Building(s) - Approximate Size: 24' x 32'. Intra-campus Move.	JOB	1	\$ 2,800.00		
2	Relocation of Portable Building(s) - Approximate Size: 24' x 32'. Moving Radius 1 - 5 miles	JOB	1	\$ 2,800.00		
3	Relocation of Portable Building(s) - Approximate Size: 24' x 32'. Moving Radius 6 - 10 miles.	JOB	1	\$ 2,950.00		
4	Relocation of Portable Building(s) - Approximate Size: 24' x 64'. Intra-campus move.	JOB	1	\$ 5,600.00		
5	Relocation of Portable Building(s) - Approximate Size: 24' x 64'. Moving Radius 1 - 5 miles.	JOB	1	\$ 5,600.00		
6	Relocation of Portable Building(s) - Approximate Size: 24' x 64'. Moving Radius 6 - 10 miles	JOB	1	\$ 5,750.00		
7	Relocation of Portable Building(s) - Approximate Size: 24' x 72' or equal. Intra-campus move.	JOB	1	\$ 6,400.00		
8	Relocation of Portable Building(s) - Approximate Size: 24' x 72'. Moving Radius 1 - 5 miles.	JOB	1	\$ 6,400.00		
9	Relocation of Portable Building(s) - Approximate Size: 24' x 72'. Moving Radius 6 - 10 miles.	JOB	1	\$ 6,550.00		
10	Relocation of Portable Building(s) - Approximate Size: 30' x 68'. Intra-campus move.	JOB	1	\$ 7,500.00		
11	Relocation of Portable Building(s) - Approximate Size: 30' x 68'. Moving Radius 1 - 5 miles.	JOB	1	\$ 7,500.00		
12	Relocation of Portable Building(s) - Approximate Size: 30' x 68'. Moving Radius 6 - 10 miles.	JOB	1	\$ 7,650.00		
13	Additional expenses for the relocation of 24' x 32' buildings					
	A. Crossbeam	EA	1	\$ 4,550.00		
	B. Anchoring Systems	EA	1	\$ 4,550.00		
	C. Other	EA	1			
	D. Other	EA	1			
14	Additional expenses for the relocation of 24' x 64' buildings					
	A. Crossbeam	EA	1	\$ 6,550.00		
	B. Anchoring Systems	EA	1	\$ 6,550.00		
	C. Other	EA	1			
	D. Other	EA	1			
15	Additional expenses for the relocation of 24' x 72' buildings					
	A. Crossbeam	EA	1	\$ 6,550.00		
	B. Anchoring Systems	EA	1	\$ 6,550.00		
	C. Other	EA	1			
	D. Other	EA	1			
16	Additional expenses for the relocation of 30' x 68' buildings					
	A. Crossbeam	EA	1	\$ 1,850.00		
	B. Anchoring Systems	EA	1	\$ 1,850.00		
	C. Other	EA	1			
	D. Other	EA	1			
17	Response time to begin services.	5 Days after getting City permit and TRDMU				

DEVIATION/COMPLIANCE FORM

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

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

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

Elevation of 24 inches will vary on terrain.
Payment received one week after district personnel receives invoice.
Anchoring services only include material and labor cost.
No engineering cost is included.
Any cost in getting a Payment & Performance Bond is extra and payable by District.

Zuniga's House Mover, LLC
Company Name

4307 N. Veterans Blvd
Address

San Juan, PR. 78589
City, State, Zip

[Signature]
Signature

Zhmlc@yahoo.com
Email

956-787-247 / 956-782-7776
Phone # Fax#

CONTRACTOR CERTIFICATION FORM
(Return signed form with your submittal)

1. Felony Conviction Notification

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

Initial where applicable.

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

2. Criminal History Record Information Review of Certain Contract Employees

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

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

OR

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

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

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

Reference Check Form

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

Zunigas House Mover, LLC
Name of Business

One Year
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? Very professional and completes work on a timely manner

4. How satisfied is your organization?

- Yes
- No

Comments: _____

Reference prepared by:

Name <u>Rubio Muriel</u>	Signature <u>Rubio Muriel</u>
Title <u>Asst. Supervisor</u>	Email Address <u>rubio.muriel@ISD.us</u>
Phone Number <u>956-884-1560</u>	Date Completed <u>3/2/20</u>

Reference Check Form

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

Zunigas House Mover, LLC
Name of Business

One Year
Contract Term

1. The quality of the firm's service.

- Excellent
- Good
- Fair
- Poor

Comments: _____

2. Timeliness of project

- Excellent
- Good
- Fair
- Poor

Comments: _____

3. Will you continue doing business with this vendor?

- Yes
- No

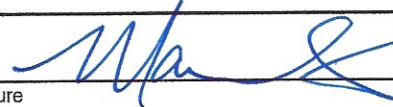
Why or why not? _____

4. How satisfied is your organization?

- Yes
- No

Comments: Very Satisfied

Reference prepared by:

<u>Mario Flores</u> Name	 Signature
<u>Facilities Director</u> Title	<u>m.flores46@cs-jays.isd.net</u> Email Address
<u>956-789-7802</u> Phone Number	<u>3/2/20</u> Date Completed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Ables Insurance Agency 925 South Mason Rd #281 Katy TX 77450		CONTACT NAME: Amber DeOllos PHONE (A/C, No, Ext): (281) 565-4292 E-MAIL ADDRESS: amber@ablesinsurance.com FAX (A/C, No): (281) 565-4293	
INSURED Zuniga's House Mover, LLC P.O. Box 791 San Juan TX 78589		INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	22945

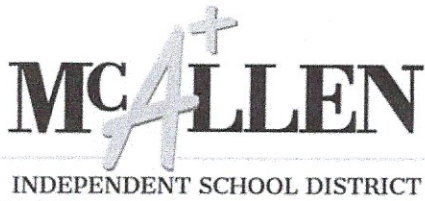
COVERAGES CERTIFICATE NUMBER: 200120 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	0001140889-16	1/20/2020	1/20/2021	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Comp policy includes a blanket waiver of subrogation.

CERTIFICATE HOLDER McAllen I.S.D. 2000 North 23rd Street McAllen, TX 78501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bryan Ables/YLH 
--	---



ALEJANDRA GONZALEZ
Director of Purchasing Services

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

February 27, 2020

RE: ADDENDUM NO. 1

Please note the following change for **Request for Proposal No. 2020-225 Portable Building Relocation Services.**

1. If total cost for one-time services is equal to \$25,000.00, but less than \$100,000.00, a Payment Bond will be required. Provide percentage cost to acquire a Payment Bond: 3 %
2. If total cost for one-time service is equal to \$100,000.00 and above than a Payment and Performance Bond will be required. Provide Percentage cost to acquire a Payment & Performance Bond: 3 %

Refer to General Terms and Conditions, Section 1.17.

Bid Documents/Specifications may be obtained online from the **Public Purchase** website at <http://www.publicpurchase.com/>, beginning **February 19, 2020. Vendors are responsible for viewing the webpage regularly or prior to submitting a proposal, to ensure that no addenda or additional information have been issued for the solicitation.**

Addendum #1 Acknowledged By:

Hugo A. Zuniga
Authorized Signature

Zuniga's House Mover, LLC
Company Name

Hugo A. Zuniga
Type/Print Name

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Zuniga's House Mover, LLC

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
Hugo Zuniga
Signature of vendor doing business with the governmental entity

Feb 3-2020
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

Certificate Number:
 2020-595153

Date Filed:
 03/04/2020

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Zuniga's House Mover, LLC
 San Juan, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

McAllen ISD

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020-225
 Portable Building Relocation 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 Hugo A. Zuniga, and my date of birth is 3/8/1959.

My address is 4307 N. Veterans Blvd., San Juan, PX, 78589, 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 4 day of March, 2020.
(month) (year)

Hugo A Zuniga
 Signature of authorized agent of contracting business entity
(Declarant)

Exhibit "C" – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2020

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PRODUCER Ables Insurance Agency 925 South Mason Rd #281 Katy TX 77450		CONTACT NAME: Amber DeOllos PHONE (A/C, No, Ext): (281) 565-4292 E-MAIL ADDRESS: amber@ablesinsurance.com FAX (A/C, No): (281) 565-4293	
INSURED Zuniga's House Mover, LLC P.O. Box 791 San Juan TX 78589		INSURER(S) AFFORDING COVERAGE INSURER A: Texas Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	22945

COVERAGES CERTIFICATE NUMBER: 200120 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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	\$	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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	\$	
								\$	
A	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	N/A	Y	0001140889-16	1/20/2020	1/20/2021	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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CERTIFICATE HOLDER McAllen I.S.D. 2000 North 23rd Street McAllen, TX 78501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Bryan Ables/YLH 
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**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: *Judith Escamilla*
Judith Escamilla (Apr 9, 2020)

SUPERVISOR: *Arely*
Arely Benavides (Apr 9, 2020)

Approved for presentation to the Board of Education:

J. Alexander

102

Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBJECT: Approval of Request for Proposal No. 2020-265 - Telephone Carrier Services-Rebid

REFERENCE: Goal 3 - Facility Priorities; Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited proposals for telephone carrier services to obtain competitively priced services.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Seven hundred twenty-nine (729) vendors were invited to submit proposals; and three (3) vendors responded. On March 27, 2020, the evaluation committee, comprised of Judith Escamilla, Executive Director of Technology; Alejandra Gonzalez, Director of Purchasing Services; Elizabeth Cabrera, Purchasing Coordinator, evaluated the proposals and is recommending that the Board award this contract to Smartcom Telephone LLC, the highest ranked vendor.

LEGAL REVIEW:

This agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Funds for this purchases have been budgeted through the general fund.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve RFP No. 2020-265 - Telephone Carrier Services-Rebid and award Smartcom Telephone LLC for a term of one (1) year through through April 13, 2021, with the option to renew for three (3) additional one (1) year terms.

SUBMITTED BY: 
Judith Escamilla (Apr 9, 2020)

SUPERVISOR: 
Arely Benavides (Apr 9, 2020)

For further information contact:
Name: Judith Escamilla
Office: 956-632-3238
email: judith.escamilla@mcallenisd.net

Approved for presentation to the Board of Education:



Superintendent of Schools

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: *Maira Garcia*
Maira Garcia (Apr 6, 2020)

SUPERVISOR: *Silvia Ibarra*
Silvia Ibarra (Apr 6, 2020)

Approved for presentation to the Board of Education:

J. X. O'Leary

104
Superintendent of Schools Apr 6, 2020

Allotment and TEKS Certification, 2020-21

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) This district's technology and instructional materials allotment is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.
- 2) For the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).
- 3) Upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's allotment (TEC §31.101).

Certified	Grade Level	Certified	Subject Area
<input checked="" type="checkbox"/>	Kindergarten	<input checked="" type="checkbox"/>	CAREER & TECHNICAL EDUCATION (CTE)
<input checked="" type="checkbox"/>	Grade 1	<input checked="" type="checkbox"/>	ENGLISH LANGUAGE ARTS AND READING
<input checked="" type="checkbox"/>	Grade 2	<input checked="" type="checkbox"/>	ENGLISH LANGUAGE PROFICIENCY STANDARDS
<input checked="" type="checkbox"/>	Grade 3	<input checked="" type="checkbox"/>	FINE ARTS
<input checked="" type="checkbox"/>	Grade 4	<input checked="" type="checkbox"/>	HEALTH
<input checked="" type="checkbox"/>	Grade 5	<input checked="" type="checkbox"/>	LANGUAGES OTHER THAN ENGLISH
<input checked="" type="checkbox"/>	Grade 6	<input checked="" type="checkbox"/>	MATHEMATICS
<input checked="" type="checkbox"/>	Grade 7	<input checked="" type="checkbox"/>	SCIENCE
<input checked="" type="checkbox"/>	Grade 8	<input checked="" type="checkbox"/>	SOCIAL STUDIES
<input checked="" type="checkbox"/>	Grade 9	<input checked="" type="checkbox"/>	TECHNOLOGY APPLICATIONS
<input checked="" type="checkbox"/>	Grade 10		
<input checked="" type="checkbox"/>	Grade 11		
<input checked="" type="checkbox"/>	Grade 12		

Signature of Superintendent

[Handwritten Signature]

Signature

Signatures of Board President and Secretary or Governing Board Officers

Board President

Board Secretary

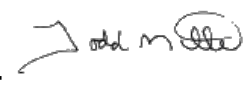
Scan the signed certification document and attach it to an [Instructional Materials Help Desk](#) ticket with the following subject line: [your district] certification (ex: Anywhere ISD)

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

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: 

SUPERVISOR: 

Approved for presentation to the Board of Education:



106 _____
Superintendent of Schools

Apr 6, 2020

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

**BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: April 13, 2020

SUBMITTED BY: *Adelfino*

SUPERVISOR: *Cynthia Medrano-Richards*

Approved for presentation to the Board of Education:

J. Adams

Description	A	B	C		D	E
	Original Budget	Revised Budget 02/29/2020	Budget Amendments Under Consideration		Revised Budget 03/31/2020	
			Programmatic or Policy Changes	Reclassifications		
Audited Fund Balance	98,070,422	98,070,422			98,070,422	
Revenues:						
Local:						
Property Taxes	84,808,742	80,312,155			80,312,155	
Interest Income	2,102,500	2,139,268	(175,000)		1,964,268	
Other Local Income	2,615,517	3,047,202	3,989		3,051,191	
State:	123,278,826	141,082,125	874,498		141,956,623	
Federal:	19,751,253	20,310,258			20,310,258	
Other Sources:	100,000	5,879,396	18,810		5,898,206	
Total Revenues	232,656,838	252,770,404	722,297	0	253,492,701	
Expenditures:						
11 Instruction	120,514,694	138,089,381	846,913	(375,134)	138,561,160	
12 Inst. Res. & Media Services	3,568,381	3,666,150		(4,916)	3,661,234	
13 Curriculum Dev. & Inst. Staff Dev.	3,906,605	4,842,084		10,595	4,852,679	
21 Inst. Leadership	2,842,038	3,116,682		(58,125)	3,058,557	
23 School Leadership	13,030,011	13,585,452		44,080	13,629,532	
31 Guid., Counseling & Eval. Ser.	9,657,691	10,370,360		(32,802)	10,337,558	
32 Social Work Services	1,438,034	1,753,652		2,854	1,756,506	
33 Health Services	3,037,360	3,108,136		46,707	3,154,843	
34 Student (Pupil) Trans.	3,500,530	5,251,239		356,104	5,607,343	
35 Food Services	16,917,322	18,041,735			18,041,735	
36 Curricular/Extracurricular Act.	10,072,523	10,239,721	503	(14,108)	10,226,116	
41 General Administration	7,458,868	8,079,143		(350)	8,078,793	
51 Plant Maint. & Operations	19,692,531	21,463,439	18,810	14,430	21,496,679	
52 Security and Monitoring Serv.	4,142,545	5,122,343	1,360	(100)	5,123,603	
53 Data Processing Services	3,391,712	5,921,826		7,713	5,929,539	
61 Community Services	40,117	43,129		182	43,311	
71 Debt Service	2,244,764	5,094,864			5,094,864	
81 Fac. Acquisition & Const.	25,000	7,413,716		2,870	7,416,586	
95 Pmt. to Juv. Justice Alt. Ed. Prg.	40,000	40,000			40,000	
99 Other Intergovernmental Charges	839,000	857,439			857,439	
Other Uses	6,297,112	3,637,470			3,637,470	
Total Expenditures	232,656,838	269,737,961	867,586	0	270,605,547	
Preliminary Ending Fund Balance	98,070,422	81,102,865	(145,289)	0	80,957,576	

GENERAL FUND
Programmatic or Policy Changes

REVENUES:

Local			
Interest Income	- Decrease to Interest Income for Fund 199 General Fund	\$ (175,000)	(175,000)
Other Local Income	- Chromebooks Supplies Replacement Fees for Fund 199 General Fund	\$ 2,766	
	- Instrument Maintenance Fees for Fund 184 Fine Arts	720	
	- Contribution of \$1 from Students to Attend the Valley Symphony Orchestra for Fund 184 Fine Arts	<u>503</u>	3,989
State			
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 156 Early Education Allotment	\$ 206,964	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 157 Dyslexia	136,463	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 158 School Safety Allotment	1,360	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 162 Career Technical Education	(378,979)	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 164 Bilingual	(109,341)	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 193 State Compensatory	(459,052)	
	- Summary of Finance Adjustment to 4th Six Weeks for Fund 199 General Fund	1,161,361	
	- Summary of Finance Adjustment to 2018-2019 Prior Year for Fund 153 High School Allotment	(3)	
	- Summary of Finance Adjustment to 2018-2019 Prior Year for Fund 162 Career Technical Education	3,632	
	- Summary of Finance Adjustment to 2018-2019 Prior Year for Fund 163 Advanced Learners	(3)	
	- Summary of Finance Adjustment to 2018-2019 Prior Year for Fund 164 Bilingual	1	
	- Summary of Finance Adjustment to 2018-2019 Prior Year for Fund 173 Special Education	153	
	- Summary of Finance Adjustment to 2018-2019 Prior Year for Fund 199 General Fund	(1,518)	
	- 2017 Property Value Study	<u>313,460</u>	874,498
Other Sources			
	- Transfer to Fund 199 General Fund from Fund 713 Safe Secure for Outdoor Tables at Perez Elementary	\$ 810	
	- Transfer to Fund 199 General Fund from Fund 713 Safe Secure for Lounge Renovation at Rayburn Elementary	<u>18,000</u>	18,810
Grand Total		\$ <u>722,297</u>	

EXPENDITURES:

Function 11	- Increase to Supplies for Chromebooks for Fund 199 General Fund	\$ 2,766	
	- Increase to Contracted Maintenance and Repairs for Instruments for Fund 184 Fine Arts	720	
	- Increase to Professional Salaries for Fund 156 Early Education Allotment	206,964	
	- Increase to Professional Salaries for Fund 157 Dyslexia	136,463	
	- Increase for Culinary Arts Center for Fund 199 General Fund	<u>500,000</u>	846,913
Function 36	- Increase to Student Travel for Fund 184 Fine Arts to Attend the Valley Symphony Orchestra	<u>\$ 503</u>	503
Function 51	- Increase for Outdoor Tables at Perez Elementary	\$ 810	
	- Increase for Lounge Renovation at Rayburn Elementary	<u>18,000</u>	18,810
Function 52	- Increase to Supplies for Fund 158 School Safety Allotment	<u>\$ 1,360</u>	1,360
Grand Total		\$ <u>867,586</u>	

Description	A	B	Budget Amendments Under Consideration		D
	Original Budget	Revised Budget 08/26/2019	Programmatic or Policy Changes	Reclassifications	Revised Budget 03/31/2020
Audited Fund Balance	1,740,717	0			1,740,717
Revenues:					
Local					
Property Taxes	24,728	6,821,840			6,821,840
Interest Income	70,000	70,000			70,000
Other Local Income	17,000	17,000			17,000
State	660	660	167,320		167,980
Federal					
Other Sources	6,297,112	0			0
Total Revenues	6,409,500	6,909,500	167,320	0	7,076,820
Expenditures:					
Debt Service	6,909,500	6,909,500			6,909,500
Total Expenditures	6,909,500	6,909,500	0	0	6,909,500
Preliminary Ending Fund Balance	1,240,717	0	167,320	0	1,908,037

DEBT SERVICE
Programmatic or Policy Changes

REVENUES:

State

- Summary of Finance Adjustment to 4th Six Weeks for Fund 599 Debt Service Fund	\$ 166,541	
- Summary of Finance Adjustment to 2018-2019 Prior Year for Fund 599 Debt Service Fund	<u>779</u>	
		167,320
Grand Total	<u>\$ 167,320</u>	

Description	A	B	Budget Amendments Under Consideration		D
	Original Budget	Revised Budget 02/29/2020	Programmatic or Policy Changes	Reclassifications	Revised Budget 3/31/2020
Audited Fund Balance	0	0			0
Revenues:					
Local Interest Income					
Other Sources		32,291,882	1,008,947		33,300,829
Total Revenues	0	32,291,882	1,008,947	0	33,300,829
Expenditures:					
51 Plant Maint. & Operations		936,000			936,000
71 Debt Service		261,260			261,260
81 Fac. Acquisition & Const.		31,094,622	1,008,947		32,103,569
Total Expenditures	0	31,094,622	1,008,947	0	33,300,829
Preliminary Ending Fund Balance	0	1,197,260	0	0	0

CAPITAL PROJECTS FUND
Programmatic or Policy Changes

REVENUES:

Other Sources

	- Proceeds from Sale of Property for Fund 698 MISD Capital Projects -Austin Property	\$ 347,209	
	- Proceeds from Sale of Property for Fund 698 MISD Capital Projects -Thigpen/Zavala Property	<u>661,738</u>	
			1,008,947

Grand Total \$ 1,008,947

EXPENDITURES:

Function 81	- Increase to Site Improvements for Fund 698 MISD Capital Projects - AG Farm	\$ 347,209	
	- Increase to Site Improvements for Fund 698 MISD Capital Projects - AG Farm	<u>661,738</u>	
			1,008,947

Grand Total \$ 1,008,947

**BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT**

MEETING DATE: March 23, 2020

SUBMITTED BY: *Natalia Goza*
Natalia Goza (Apr 6, 2020)

SUPERVISOR: _____

Approved for presentation to the Board of Education:



115 _____
Superintendent of Schools Apr 6, 2020