Agenda of Regular Meeting

The Board of Trustees
McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Tuesday, December 1, 2026, beginning at 5:30 PM Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501.

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

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

1. **CALL MEETING TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**
5. **CONSENT AGENDA ITEMS**

5.A) Discussion and Possible Action on Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 13) — 5
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

5.B) Discussion and Possible Action on Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 9) — 7
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

5.C) Discussion and Possible Action on Interlocal Cooperation Contract 2027-155 with the University of Texas at Austin Relating to the Use of the UT Austin Regional Security Operations Center Services — 9
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

5.D) Discussion and Possible Action on Request for Proposal No. 2027-1017 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, Rentals, Retail, and Other Related Products and Services (Round 2) 18
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

5.E) Discussion and Possible Action on Request for Proposal No. 2027-1019 Apparel, Awards, Incentives, Printing, Signs, and Other Related Products and Services (Round 1) 20
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

5.F) Discussion and Possible Action on the 2026-2027 Superintendent's Performance Goals 22
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

6. **INSTRUCTIONAL SERVICES/ INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

6.A) **Instructional Services/ Instructional Leadership Item(s)** (Christian Quintanilla and/or Jeanette Nino)

6.A)1. Report Regarding Peer-Assisted Learning Strategies (PALS) for Kindergarten Implementation with the University of Texas Rio Grande Valley and the American Institutes for Research (AIR) 23
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership

Presenter: Dr. René Gutiérrez, Superintendent

6.A)2. Report Regarding the Career Technical Education Department and CCMR Update 45
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services

Presenter: Dr. René Gutiérrez, Superintendent

6.B) **Human Resources Item(s)** (Dr. Albert Canales)

6.B)1. Report Regarding Monthly Update on the Health Fund 60
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

6.B)2. Report Regarding Teacher Incentive Allotment (TIA) Data Submission Updates 71
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

6.B)3. Report Regarding Intention to Apply for the Learning Acceleration Support Opportunities (LASO) Cycle 5 — 88
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

6.B)4. Discussion of Texas Association of School Boards (TASB) Staffing Review — 97
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

6.B)5. Discussion and Possible Action on Request for Proposal No. 2027-1010 Personal Importation Mail Order Prescription Program and Agreement No. 2027-181 Personal Importation Program with ElectRx and Health Solutions, LLC through RFP 2027-1010 — 98
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

6.B)6. Discussion and Possible Action on Request for Proposal No. 2027-1018 Specific and Aggregate Medical Claims Stop Loss Insurance — 260
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

Presenter: Dr. René Gutiérrez, Superintendent

6.C) **Business and Operations Item(s)** (Lorena Garcia)

6.C)1. Report Regarding 2026 Bond Update — 263
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

6.C)2. Report Regarding Interlocal Cooperative Agreement No. 2020-008 Region One ESC Library Services and Instructional Resources Cooperative — 279
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

6.C)3. Discussion and Possible Action to Approve Memorandum of Understanding (MOU) No. 2027-178 between McAllen ISD and the Texas Department of State Health Services (DSHS) for Preventative Dental Services — 289
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations

Presenter: Dr. René Gutiérrez, Superintendent

6.D) **Board of Trustees Item(s)**

6.D)1. Discussion and Possible Action on Approval of Board of Education Minutes: — 297
Regular Board Meeting November 10, 2026

7. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**

   7.A) Human Resources Recommendation(s) for School Year 2026-2027

   7.B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2026-2027

   7.C) Discussion Regarding School Safety and Security

   7.D) Pending and/or Potential Litigation

   7.E) Possible Real Estate Acquisition

8. **RECONVENE IN OPEN SESSION**

9. **ACTION ON ITEM(S) IN CLOSED SESSION**

   9.A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2026-2027 311
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

   9.B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2026-2027 312
   Item Submitted: Dr. Albert Canales, Chief Human Resources Officer

   Presenter: Dr. René Gutiérrez, Superintendent

   9.C) Discussion Regarding School Safety and Security

   9.D) Pending and/or Potential Litigation

   9.E) Possible Real Estate Acquisition

10. **SCHEDULED MEETINGS**
    A) School Safety and Security Committee Meeting - December 2, 2026 - 12:00 pm - Administration Building/Dr. Ricardo Chapa Board Room
    B) Board Workshop (Student Recognitions) - December 15, 2026 - 5:30 PM - McAllen High School Auditorium
    C) Regular Board Meeting - January 12, 2027 - 5:30 pm - Administration Building/Dr. Ricardo Chapa Board Room

11. **ADJOURNMENT**

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

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

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Action on November 18, 2026 by 5:00 p.m.
Norma Ramirez, on behalf of Board of Trustees.

Docusign Envelope ID: 660680C4-862B-8F41-823C-32A740234410

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 13)

REFERENCE: Goal 1: Student Achievement/Student Focus; Strategy 3: Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen Independent School District solicited proposals for special education equipment, supplies, and related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. One hundred fifteen (115) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Nine hundred fourteen (914) vendors were invited to submit proposals, and seventeen (17) vendors responded, including seven (7) no-bid responses, one (1) previously awarded with changes, and one (1) non-responsive. The evaluation committee, comprised of Dr. Maria Acosta, Executive Director for Special Education; Liza Lara, Director of Regional Day School Program for the Deaf; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Corina Tijerina, Buyer, evaluated the proposals. Administration is recommending that the eight (8) companies listed on the attached list be approved as qualified vendors, for a total of one hundred twenty-three (123) vendors.

LEGAL REVIEW:
None required.

BUDGETARY CONSIDERATIONS:
Funds for these services have been budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:
Administration recommends that the Board of Trustees approve Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 13), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028.

Attachment: ☑

SUBMITTED BY: Signed by: DD984343741144B...

SUPERVISOR: Signed by: F9AA5742C941482...

SUPERVISOR: Signed by: Christian Quintanilla A36137BED891473...

For further information contact:
Name: Dr. Maria Acosta, Executive Director for Special Education
Office: (956) 632-3285
eMail: maribelle.elizondo@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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RECOMMENDED VENDORS

Request for Proposal No. 2025-1016

Special Education Equipment, Supplies, and Related Products and Services (Round 13)

No.	Vendor Name	City	State	Recommendation
1	HandTrees Interpreting Agency (HandTrees Interpreting Agency LLC)	Tomball	TX	Qualified
2	Lango LLC	Fort Worth	TX	Qualified
3	Quill LLC (Staples, Inc.)	Lincolnshire	IL	Qualified
4	Ro Health LLC	Seattle	WA	Qualified
5	Sage & Light Legacy Learning LLC (Minica L. Sanderson)	Atlanta	GA	Qualified
6	SEED Works Therapy LLC (Marvel Philip)	Pleasanton	CA	Qualified
7	SPG Therapy & Education	Walnut Creek	CA	Qualified
8	The Steady Child LLC	Harlingen	TX	Qualified

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 9)

REFERENCE: Goal 1: Student Achievement/Student Focus; Strategy 3: Engaging Learning Environments

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for athletic equipment, supplies, reconditioning services, and related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval. Fifty-four (54) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Six hundred three (603) vendors were invited to submit proposals, and twenty (20) vendors responded, including eleven (11) no-bid responses, and five (5) non-responsive. The evaluation committee, comprised of Brian McClenny, Director of Athletics; Lorena Lopez, Assistant Director of Athletics; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Sandra Pulido, Buyer, evaluated the proposals. Administration is recommending that the four (4) companies listed on the attached list be approved as qualified vendors, for a total of fifty-eight (58) vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these services have been budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2025-1019 Athletic Equipment, Supplies, Reconditioning Services, and Related Products and Services (Round 9), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028.

Attachment: ☑

SUBMITTED BY: Signed by: Brian McClenny 3D70AD9E4DAC444...

SUPERVISOR: DocuSigned by: Albert Canales 7812108836E846C...

For further information contact:
Name: Mr. Brian McClenny, Director of Athletics
Office: (956) 618-6089
eMail: bmcclenn@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

Docusign Envelope ID: C7B6C3E2-5295-80D3-82C4-21DA841B5F40

RECOMMENDED VENDORS
Request for Proposal No. 2025-1020
Fine Arts Equipment, Supplies, & Other Related Products and Services (Round 9)

No.	Vendor Name	City	State	Recommendation
1	Full Grain Sports	Sialkot	Pakistan	Qualified
2	Promo Masters LLC (Alex G. Del Fierro)	Alton	TX	Qualified
3	Speed Stacks, Inc	Larkspur	CO	Qualified
4	Wintergreen Synthetic Grass, LLC	Fort Worth	TX	Qualified

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion and Possible Action on Interlocal Cooperation Contract 2027-155 with The University of Texas at Austin Relating to the Use of the UT Austin Regional Security Operations Center Services

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Interlocal Cooperation Contract authorizes the McAllen Independent School District to participate in the UT Austin Regional Security Operations Center ('RSOC"). The RSOC program is fully funded by the Texas Department of Information Resources.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The University of Texas at Austin Regional Security Operations Center (RSOC) will provide real time network security monitoring, including cybersecurity services and training, threat response support, and security guidance, to detect and respond to network security events at zero cost to the District.

LEGAL REVIEW:

The interlocal contract has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Not applicable.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Interlocal Cooperation Contract 2027-155 with The University of Texas at Austin Relating to the Use of the UT Austin Regional Security Operations Center (RSOC) Services, for a period of one (1) year, commencing upon execution of the contract, and thereafter renew automatically for successive one (1) year terms until terminated upon mutual agreement.

Attachment: ☑

SUBMITTED BY: Signed by: Domingo Ramos 8C6577283F9E497...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Mr. Domingo Ramos, Executive Director for Technology
Office: (956) 657-4444
Email: Domingo.Ramos@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez F0BEA13512CA427...

Superintendent of Schools

Docusign Envelope ID: CB947045-7058-87D2-82AC-1D46DF2892C6

INTERLOCAL COOPERATION CONTRACT
BETWEEN
UNIVERSITY OF TEXAS AT AUSTIN
AND
McAllen ISD

RELATING TO THE USE OF THE UT AUSTIN REGIONAL SECURITY OPERATIONS CENTER (RSOC) SERVICES

THIS INTERLOCAL COOPERATION CONTRACT ("Agreement") is entered into by and between McAllen ISD ("RSOC Customer") and THE UNIVERSITY OF TEXAS ("UT") (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This AGREEMENT is created to give effect to the intent and purpose of Chapter 2063, Texas Government Code, concerning Regional Security Operations Centers, including Sections 2063.601 through 2063.605 and authorizes RSOC Customer to participate in the RSOC operated by UT. RSOC Customer acknowledges and agrees that this Agreement is with UT and, therefore, RSOC Customer does not have privity of contract with any other UT service provider(s). The RSOC shall use reasonable efforts to provide the services (the "Services") described in the Service Description.

SECTION I – CONTRACTING PARTIES

RSOC CUSTOMER: McAllen ISD

PERFORMING AGENCY: University of Texas at Austin

UT Contract No.: RSOC_ILC_0440

SECTION II – STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of AGREEMENT and General Process

Per Government Code Section 2063.604, DIR and its university partner may include, but is not obligated to, provide the following security services through the RSOCs:

(a) real-time network security monitoring to detect and respond to network security events that may jeopardize this state and the residents of this state;
(b) alerts and guidance for defeating network security threats, including firewall configuration, installation, management, and monitoring, intelligence gathering, and protocol analysis;
(c) immediate response to counter network security activity that exposes this state and the residents of this state to risk, including complete intrusion detection system installation, management, and monitoring for participating entities;
(d) development, coordination, and execution of statewide cybersecurity operations to isolate, contain, and mitigate the impact of network security incidents for participating entities; and
(e) cybersecurity educational services.

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This Agreement is between UT and RSOC Customer and does not replace or supersede any other contracts for services, such as those offered by DIR. The terms of relevant DIR Shared Services Contracts, where applicable, will apply to this Agreement and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this Agreement with no further action by the Parties.

SECTION III – RSOC CUSTOMER PARTICIPATION

3.1 RSOC Customer Specific Requirements

RSOC Customer shall notify UT, in writing prior to execution of this Agreement, of all RSOC Customer-specific requirements ("RSOC Customer-Specific Legal Requirements") that pertain to any part of RSOC Customer's business that is supported by UT under this Agreement. The Parties intend that if the Parties agree such RSOC Customer-Specific Requirements will be coordinated between the Parties as part of the Services. RSOC Customer shall use commercially reasonable efforts to notify UT, in writing, of any changes to RSOC Customer-Specific Requirements that may, in any way, impact the performance, provision, receipt and use of Services. If necessary to facilitate UT compliance, RSOC Customer shall provide written interpretation to UT of any RSOC Customer-Specific Requirements. Should any RSOC Customer-Specific Requirements that are amended after the execution of this Agreement impede or otherwise impact the ability of UT to perform the services provided for herein, UT may terminate this Agreement immediately without further obligation to the RSOC Customer.

3.2 RSOC Responsibilities

The RSOC is responsible for:

(a) security monitoring tools;
(b) monitoring of security events;
(c) notification of security events that require follow-up; and
(d) reporting.

3.3 RSOC Customer Responsibilities

Where appropriate, RSOC Customer shall support the following:

(a) Software currency standards are established for the environment. RSOC Customers are expected to remediate applications to comply with the standards.
(b) Ensure network connectivity and sufficient bandwidth to meet RSOC Customer's needs.
(c) Collaborate with the RSOC to establish and leverage standard, regular change windows to support changes to enterprise systems.
(d) Allocate appropriate resources to perform the installation and support of the RSOC tools to enable RSOC to provide the services.
(e) Coordinate with the RSOC to facilitate the uninterrupted collection of the data required for the RSOC to perform the services.
(f) Collaborate with RSOC to develop and maintain the incident escalation matrix and make personnel available to act on a RSOC reported incident or alert.

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(g) Coordinate with the RSOC to act on planned and unplanned upgrades, maintenance, or other system changes within a mutually agreed upon timeframe.
(h) Engage with the RSOC to act on reported incidents within a mutually agreed upon timeframe.

RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

3.4 RSOC Customer Equipment and Facilities

Any use by UT of RSOC Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this Agreement. RSOC Customer will retain ownership of RSOC Customer Equipment.

3.5 Security

RSOC Customer agrees to comply with security recommendations provided by UT in connection with the Services, as communicated from time to time by UT. RSOC Customer agrees to inform UT of any RSOC Customer-specific security considerations. RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk. RSOC Customer accepts the risks and liabilities associated with failure to follow RSOC recommendations where UT and/or its service provider(s) determine that such recommendations would have prevented or mitigated an issue. UT and/or its service provider(s) accept no responsibility for the risk or liability incurred due to a RSOC Customer's decision not to follow UT's recommendations. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. UT will notify RSOC Customer of non-compliance.

SECTION IV

4.1 PRICING

The RSOC program is fully funded by the Texas Department of Information Resources (DIR) through legislative appropriations. As such, all RSOC services described in this agreement are provided to RSOC Customers free of charge, and no costs shall be incurred by the RSOC Customer for participation.

In accordance with Texas Government Code § 791.011(d)(3), each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

In the event that legislative appropriations are reduced or eliminated such that DIR can no longer fund the RSOC program, this Agreement may be renegotiated to include a mutually agreed upon cost recovery model through an amendment to this Agreement. No charges will be made to the RSOC Customer without prior written agreement and approval from both parties.

4.2 PAYMENT FOR SERVICES

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No payment is required from RSOC Customers under the current RSOC funding model. If in the future, RSOC services require a cost recovery due to a change in funding, the RSOC Customer shall not be billed or invoiced unless a new agreement is signed by both parties that outlines the scope, cost, and terms of payment.

Any future changes proposed must be reviewed and approved in writing by the RSOC Customer prior to invoicing. The Customer shall not be obligated to pay any charges that are not explicitly authorized in advance.

SECTION V – TERM AND TERMINATION OF CONTRACT AND SERVICES

5.1 Term and Termination of Agreement

The term of this Agreement shall commence upon execution of this Agreement by the last party to execute this Agreement and shall continue for an initial term of one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either Party provides notice of termination in accordance with Sections 5.2 and 6.4.

This Agreement is contingent on the continued appropriation of sufficient funds to pay the amounts specified in the RSOC Customer's Requests for Services, including the continued availability of sufficient relevant state funds if applicable. Continuation of the Agreement is also contingent on the continued statutory authority of the Parties to contract for the Services.

5.2 Termination of Services

Either Party may terminate this Agreement by giving the other Party sixty (60) calendar days' written notice in accordance with Section 6.4 of this Agreement.

SECTION VI – MISCELLANEOUS PROVISIONS

6.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by UT in connection with the RSOC is information collected, assembled, and maintained for UT. If RSOC Customer receives a Public Information Act request for information that RSOC Customer possesses, RSOC Customer shall respond to the request as it relates to the information held by RSOC Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other, but both Parties agree to inform the other Party upon receipt and prior to responding to a Public Information Act Request related to this Agreement or the services contemplated herein.

6.2 Confidential Information

Each Party shall maintain the confidentiality of information to the same extent that and with the same degree of care used to protect their own confidential information. UT acknowledges that

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RSOC Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including UT.

UT and RSOC Customer shall determine whether:

(1) RSOC Customer is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) regulations at 34 Code of Federal Regulations Part 99;

(2) RSOC Customer receives Federal tax returns or return information and must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075; or

(3) RSOC Customer is subject to any other requirements specific to the provision of Services.

The Parties shall negotiate in good faith to determine the ability of and mechanisms for UT to receive data or information protected by such regulations.

6.3 Ownership of Data

The RSOC Customer will retain full ownership of the data the RSOC Customer provides to UT. UT is permitted to use such data as necessary to perform the Services under this Agreement.

Upon termination of this Agreement, UT will make commercially reasonable efforts to remove RSOC Customer-provided data from UT's active operational systems within thirty (30) days, except where retention is required by applicable law, UT policy, security operations practices, or system backup retention schedules.

6.3.1 FERPA

This Section 6.3.1 applies only if and to the extent that the RSOC Customer provides data subject to the Family Educational Rights and Privacy Act of 1974 (FERPA). For purposes of this Agreement, UT acknowledges its obligations to comply with FERPA, including but not limited to the obligation to maintain confidentiality of student education records. If applicable, RSOC Customer may designate UT as a "School Official", as an outside service provider used by the RSOC Customer to perform institutional services, only to the extent that access to the records is required to carry out the obligations under this Agreement. The Parties understand that any unauthorized disclosure of confidential student information may violate FERPA and its implementing regulations. Disclosure of confidential student information received under this Agreement to a third party is not authorized. Upon termination of this Agreement, UT will make commercially reasonable efforts to return or remove confidential information maintained in active systems within thirty (30) days, unless retention is required by applicable law, UT policy, security operations practices, or system backup retention schedules.

6.4 Notification Information

Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, return receipt requested, addressed to the appropriate party as set forth below:

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RSOC Customer's Primary Contact for Agreement

Name: Dr. Rene Gutierrez
Title: Superintendent
Address: 2000 N. 23rd Street, McAllen, TX 78501
Telephone: (956) 618-6000
Email: Rene.Gutierrez@mcallenisd.net

UT's Primary Contact for Agreement

Name: Jeremy Carter
Title: Regional Security Operations Center Manager
Address: 1 University Station
Telephone: 512-232-6001
Email: jeremy@utexas.edu

6.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this Agreement.

6.6 Amendments

This Agreement may not be amended except by written document signed by the Parties hereto or as specified within this Agreement or the attachment being amended.

6.7 Conflicts between Contracts

If the terms of this Agreement conflict with the terms of any other contract between the Parties, the terms of this Agreement shall govern with respect to RSOC Services unless the Parties expressly agree in writing that another agreement supersedes this Agreement for those Services.

6.8 Responsibilities of the Parties

The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, UT will cooperate with RSOC Customer in all reasonable respects to resolve any issues pertaining to federal or state funding in connection with this Agreement. RSOC Customer shall comply with all policies, procedures, and processes as provided by UT.

In the event that RSOC Customer actions, failure to perform certain responsibilities, or requests outside the scope of Services result in direct and measurable additional costs to UT, the Parties

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agree to coordinate in good faith to address such costs. Any such costs will be communicated in advance and will not be incurred without prior discussion and mutual understanding between the Parties. UT and RSOC Customer shall also coordinate and plan for situations where conflicts, delays, or competing resource demands may arise during the term of this Agreement.

6.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that:

(1) the state auditor, the Parties 'internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement;

(2) that the acceptance of funds directly through this Agreement or indirectly through a subcontractor under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties 'internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees to conduct audits or investigations in connection with those funds; and

(3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

6.10 General Terms

Except as expressly provided herein, no provision of this Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to either Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to either Party by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, neither Party waives any privileges, rights, defenses, remedies or immunities available to it.

This Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the United States District Court for the Western District of Texas, Austin Division. If one or more provisions of this Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

6.11 Liability

Neither Party shall have a duty to defend or indemnify the other Party for claims arising out of or relating to the Services, except as otherwise provided by law.

The RSOC Customer understands that, while RSOC services will likely improve and support the cybersecurity posture of the RSOC Customer, there is no guarantee provided or asserted in any way that this service can or will block all attacks or prevent all breaches. In the event of a successful attack and/or breach, the RSOC Customer understands that, based on many factors,

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including system settings, user behaviors, and the availability of log and other information, it may not be possible to stop, or identify the source of, a compromise or breach. Furthermore, through this service, it may not be possible to determine the precise number of records affected in the event of a breach.

6.12 Signatory Warranty

Each signatory warrants requisite authority to execute the Agreement on behalf of the entity represented.

SECTION VII – CERTIFICATIONS

The undersigned Parties hereby certify that:

(1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
(2) this Agreement serves the interest of efficient and economical administration of State Government; and
(3) the Services, supplies or materials in this Agreement are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective on date of last signature below.

RSOC CUSTOMER: McAllen ISD

By: _____
Printed Name: Lucia Regalado
Title: Board President
Date:_____

Approved as to Form
By: Signed by: Johnathan Ball _____
Johnathan Ball, Staff Attorney

PERFORMING AGENCY: UNIVERSITY OF TEXAS AT AUSTIN

By: _____
Printed Name:
Title:
Date:

Docusign Envelope ID: 8BC7C288-058C-8272-80DC-B868CAB2ACB5

BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2027-1017 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, Rentals, Retail, and Other Related Products and Services (Round 2)

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for catering, entertainment, field trips, fundraising, food, restaurants, rentals, retail, and other related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards". This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis, upon the Board of Trustees ("Board") approval. Nine (9) vendors were previously awarded through this RFP.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Five hundred seventy-seven (577) vendors were invited to submit proposals, and seventeen (17) vendors responded, including eight (8) no bid responses, four (4) non-responsive, and one (1) previously awarded. The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Corina Tijerina, Buyer, evaluated the proposals. Administration is recommending that the four (4) companies listed on the attached list be approved as qualified vendors, for a total of thirteen (13) vendors.

LEGAL REVIEW:

None Required

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2027-1017 Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, Rentals, Retail, and Other Related Products and Services (Round 2), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2030.

Attachment: ☑

SUBMITTED BY: Signed by: Laura Williams FF540C4FE69A487...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

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

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

Docusign Envelope ID: 8BC7C288-058C-8272-80DC-B868CAB2ACB5

Recommended Vendors

Request for Proposal No. 2027-1017

Catering, Entertainment, Field Trips, Fundraising, Food, Restaurants, Rentals, Retail, and Other Related Products and Services (R2)

No.	Vendor Name	City	State	Recommendation
1	Church's Texas Chicken (Cajun Operating Company)	Atlanta	GA	Qualified
2	O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)	Springfield	MO	Qualified
3	Suerte Bar and Grill Uptown (Suerte Bar and Grill uptown, LLC)	Mcallen	TX	Qualified
4	World's Finest Chocolate, Inc.	Chicago	IL	Qualified

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2027-1019 Apparel, Awards, Incentives, Printing, Signs, and Other Related Products and Services (Round 1)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen Independent School District solicited proposals for apparel, awards, incentives, printing, and related products and services. This Request for Proposal ("RFP") is an extended response period, multiple award contract, solicited in accordance with the Financial Accountability System Resource Guide ("FASRG"), section 5.16, titled "Multiple/Catalog/Discount-from-List Contract Awards." This allows vendors to submit responses throughout the year through the contract term. Vendors are awarded on an incremental basis upon the Board of Trustees' approval.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Six hundred fifty-two (652) vendors were invited to submit proposals, and twenty-seven (27) vendors responded, including seven (7) no-bid responses and one (1) non-responsive. The evaluation committee, comprised of Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Corina Tijerina, Buyer, evaluated the proposals. Administration is recommending that the nineteen (19) companies listed on the attached list be approved as qualified vendors.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for these purchases are budgeted through local, state, federal, and grant funds.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve Request for Proposal No. 2027-1019 Apparel, Awards, Incentives, Printing, Signs, and Other Related Products and Services (Round 1), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2030.

Attachment: ☑

SUBMITTED BY: Signed by: Laura Williams FF540C4FE69A487...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

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

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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RECOMMENDED VENDORS

Request for Proposal No. 2027-1019

Apparel, Awards, Incentives, Printing, Signs, and Other Related Products and Services (R1)

No.	Vendor Name	City	State	Recommendation
1	Ace Promotions (Patricia Garcia)	San Benito	TX	Qualified
2	Bare Cotton Corporation	Huntington Beach	CA	Qualified
3	BSN Sports, LLC (Varsity Brands Holding Co., Inc.)	Dallas	TX	Qualified
4	Carlos Bernaldez - Flux Media LLC	Edinburg	TX	Qualified
5	Champion Awards and Apparel (John Hernandez)	Weslaco	TX	Qualified
6	Dream Ranch Supply & Procurement Group (Dream Ranch LLC)	Burleson	TX	Qualified
7	Elaine's Creations	McAllen	TX	Qualified
8	full grain sports	sialkot		Qualified
9	Gandy Ink (G & G Investments Inc)	SAN ANGELO	TX	Qualified
10	Gateway Printing & Office Supply, Inc.	Edinburg	TX	Qualified
11	HDL PROMOS LLC	WESLACO	TX	Qualified
12	House of Ribbons (Frances L. Rehfeld)	Lago Vista	TX	Qualified
13	Impact Printing & Promotions (IMPACT PRINTING AND GRAPHICS LTD)	Dallas	TX	Qualified
14	Jones School Supply Company, Inc	Columbia	SC	Qualified
15	JRJ HTV STORE	Peñitas	TX	Qualified
16	K.C. Ad Specialties, Inc.	McAllen	TX	Qualified
17	PepWear LLC	Cedar Hill	TX	Qualified
18	Print Sign Depot (JNF LLC)	McAllen	TX	Qualified
19	Winner's World (RGV Awards LLC)	Pharr	TX	Qualified

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion and Possible Action on the Approval of 2026–2027 Superintendent's Performance Goals

REFERENCE: McAllen Independent School District Board Policy BQ (LOCAL) Planning and Decision-Making Process

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

According to MISD Board Policy BQ (LOCAL), the Superintendent shall report periodically to the Board on the status of the planning process, including a review of the related administrative procedures, any revisions to improve the process, and progress on implementation of identified strategies.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Provided under separate cover to the board is a copy of the 2026-2027 Superintendent's Performance Goals.

LEGAL REVIEW:

None.

BUDGETARY CONSIDERATIONS:

None.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve the 2026-2027 Superintendent's Performance Goals of Dr. René Gutiérrez, Superintendent.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Lorena Garcia, Deputy Supt. for Business and Operations
Office: (956)688-5418
Email: lorena.garcia@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Report Regarding Peer-Assisted Learning Strategies (PALS) for Kindergarten Implementation with the University of Texas Rio Grande Valley and the American Institutes for Research (AIR)

REFERENCE: Goal 1 - Student Achievement/Student; Strategy 5 - Partnerships, Strategy 6 - Preparedness

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION: Ten elementary schools at McAllen I.S.D. (Alvarez, Castaneda, Escandon, Hendricks, Houston, Jackson, Roosevelt, Sanchez, Seguin, and Wilson) will be participating as part of Cohort 3 (Spring 2027) in peer-assisted learning strategies with reading differentiation in partnership with Dr. Steve Chamberlain at the University of Texas Rio Grande Valley and with the American Institutes for Research (AIR). This program includes original components from Vanderbilt PALS, as well as a newly developed differentiation component focused on enhancing students' language skills to support post-pandemic learning acceleration.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS: McAllen I.S.D. had five schools (Fields, Garza, McAuliffe, Perez, and Thigpen-Zavala) participate as part of Cohort 2 (Spring 2026). This opportunity allows continued expansion of supports and access for the remaining elementary schools to participate as part of Cohort 3 (Spring 2027) or Cohort 4 (Spring 2028).

LEGAL REVIEW: None

BUDGETARY CONSIDERATIONS: None

RECOMMENDED BOARD ACTION: This item is for information purposes only.

Attachment: ☑

SUBMITTED BY: _____

SUPERVISOR: Signed by: Jeanette C. Nino F9AA5742C941482...

For further information contact:
Name: Jeanette C. Nino
Office: (956) 618-6053
eMail: jeanette.nino@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools 11/17/2026

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Peer-Assisted Learning Strategies (PALS) Reading

In Kindergarten

Lauren Artzi, Principal Researcher | Billie Day, Senior Researcher

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U.S. Department of Education grant-funded study

The U.S. Department of Education is funding a study to test reading interventions for students in kindergarten. AIR and the University of Texas-Rio Grande Valley are partnering on this study.

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About PALS

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What is PALS?

Peer Assisted Learning Strategies (PALS)

is an **evidence-based** form of class-wide peer tutoring developed at Vanderbilt University.

- Teachers prepare children to work supportively and productively in pairs of different, intentionally-matched abilities.
- Students work together on structured activities shown to improve academic outcomes.
- Teachers train students to use the PALS strategies.

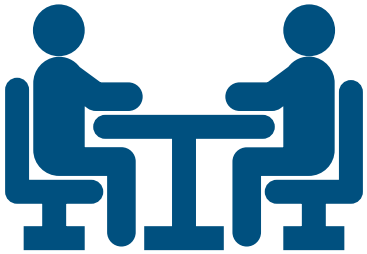


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PALS

First Coach

- Prompts the Reader
- Corrects mistakes
- Marks happy faces/points
- Takes turns reading



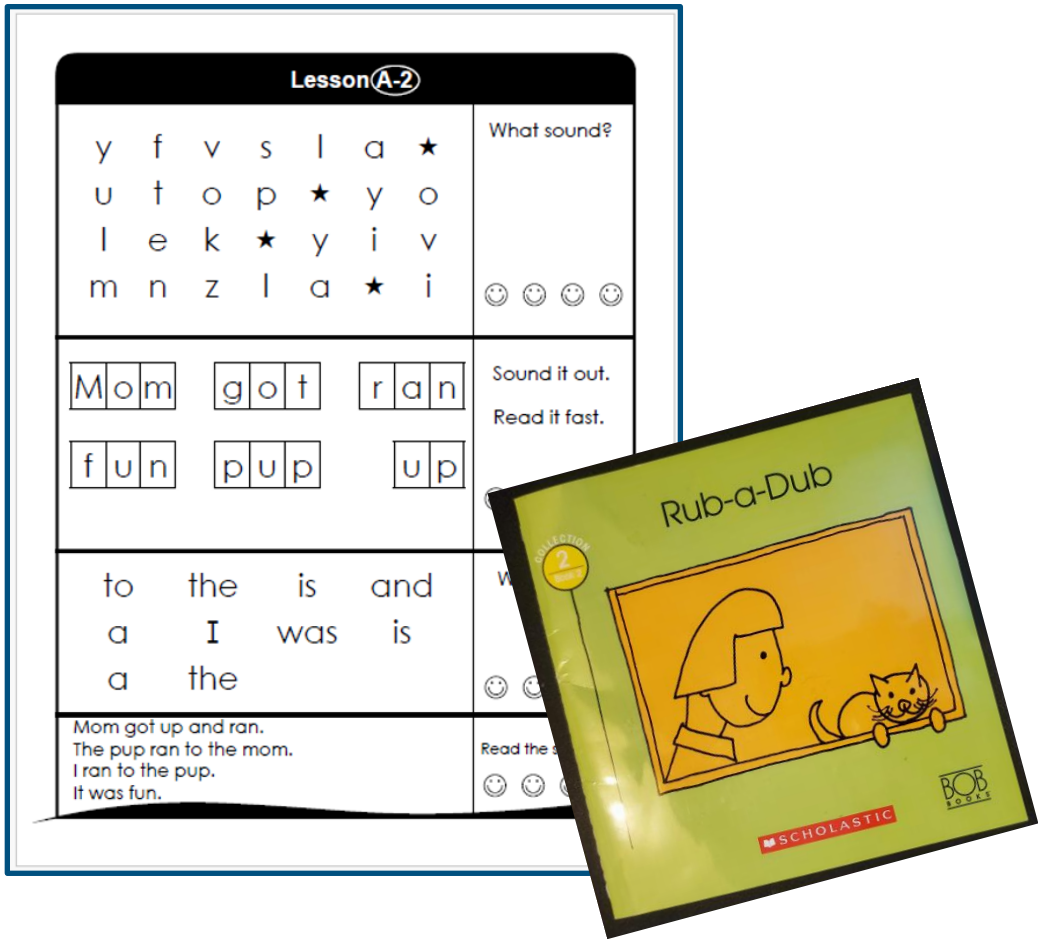
First Reader

- Reads and accepts help from Coach
- Takes turns helping and reading

1. One student starts as **First Coach** and one as **First Reader**.
2. Higher skilled readers are paired with lower skilled readers.
3. Roles are reciprocal; higher skilled reader starts as Coach then roles switch.
4. Partners remain the same for 4 weeks.

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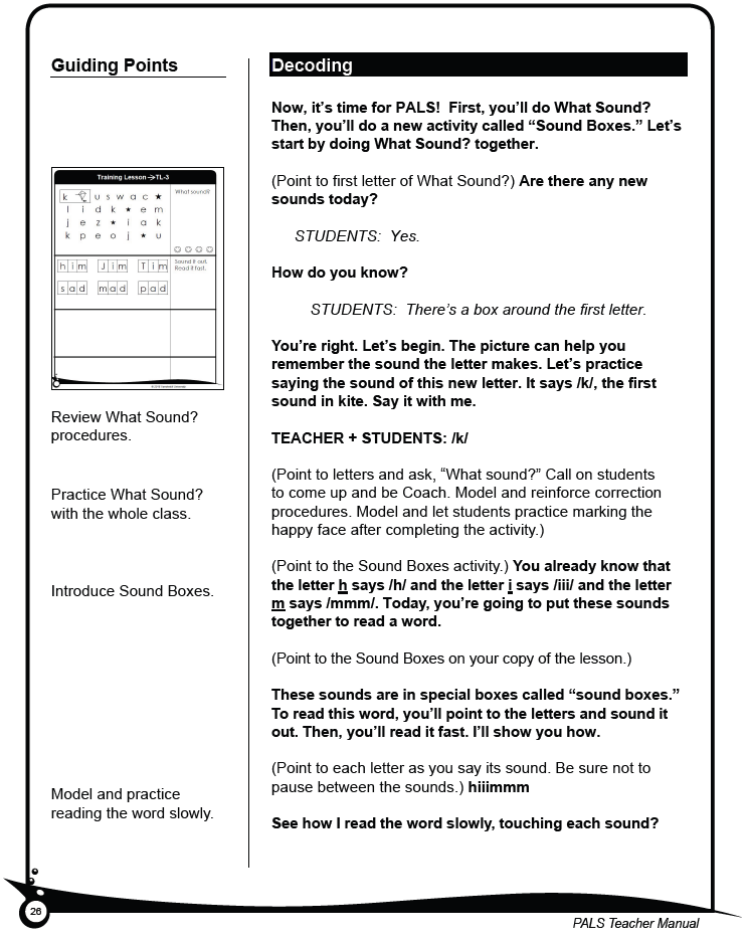
PALS in Kindergarten Structure



PALS Activities	
Teacher Modeling (~5 mins)	
Student Decoding (~19 mins)	What Sound?
	Sound Boxes
	Sight Words
	Sentence Reading
Week 5: Partner Reading (~10 mins)	

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PALS Resources



Guiding Points

Review What Sound? procedures.

Practice What Sound? with the whole class.

Introduce Sound Boxes.

Model and practice reading the word slowly.

Decoding

Now, it's time for PALS! First, you'll do What Sound? Then, you'll do a new activity called "Sound Boxes." Let's start by doing What Sound? together.

(Point to first letter of What Sound?) **Are there any new sounds today?**

STUDENTS: Yes.

How do you know?

STUDENTS: There's a box around the first letter.

You're right. Let's begin. The picture can help you remember the sound the letter makes. Let's practice saying the sound of this new letter. It says /k/, the first sound in kite. Say it with me.

TEACHER + STUDENTS: /k/

(Point to letters and ask, "What sound?" Call on students to come up and be Coach. Model and reinforce correction procedures. Model and let students practice marking the happy face after completing the activity.)

(Point to the Sound Boxes activity.) **You already know that the letter h says /h/ and the letter i says /iii/ and the letter m says /mmm/. Today, you're going to put these sounds together to read a word.**

(Point to the Sound Boxes on your copy of the lesson.)

These sounds are in special boxes called "sound boxes." To read this word, you'll point to the letters and sound it out. Then, you'll read it fast. I'll show you how.

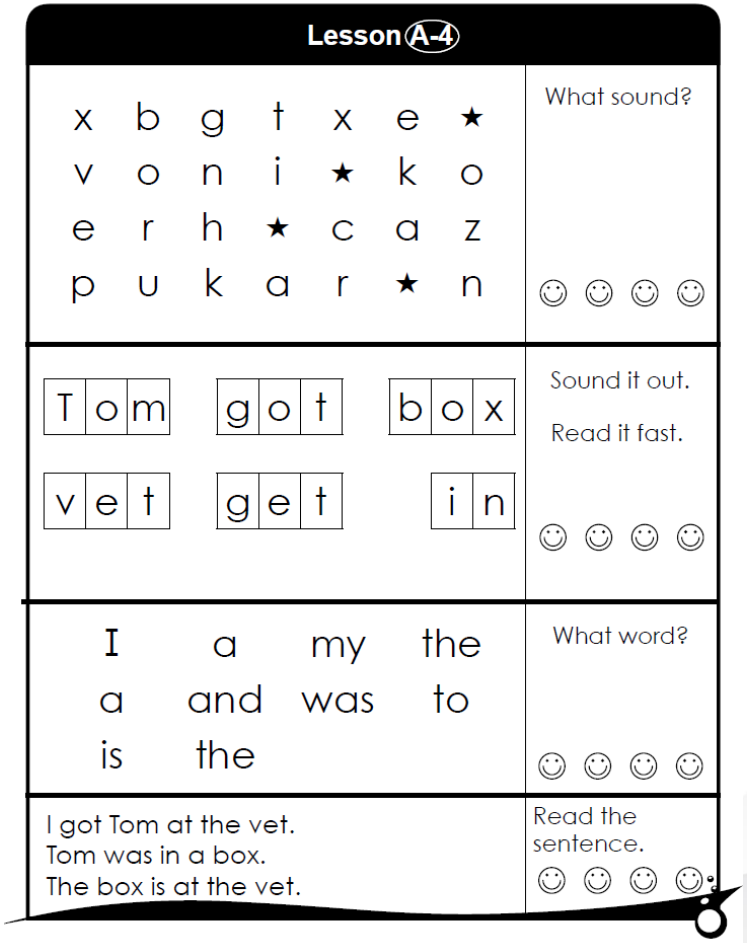
(Point to each letter as you say its sound. Be sure not to pause between the sounds.) **hiiimmm**

See how I read the word slowly, touching each sound?

26

PALS Teacher Manual

Training Manual



Lesson A-4

x b g t x e ★
v o n i ★ k o
e r h ★ c a z
p u k a r ★ n

What sound?

T o m g o t b o x
v e t g e t i n

Sound it out.
Read it fast.

I a my the
a and was to
is the

What word?

I got Tom at the vet.
Tom was in a box.
The box is at the vet.

Read the sentence.

Student Lesson Sheets

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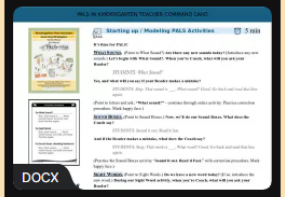
PALS Resources

palsk1 • 1m

PALS Study

Classroom Materials

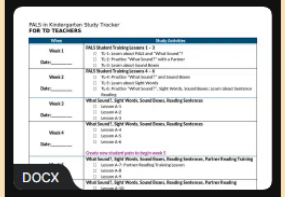
Teacher Command Card



DOCX

PALS in K Teacher Command Card Top Down Updated 11.21.25

PALS Tracker



DOCX

TD Teacher_PALS Tracker

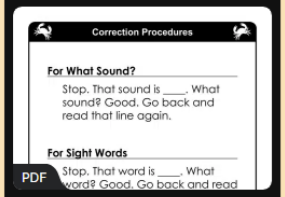
PALS Rules



PDF

PALS Rules

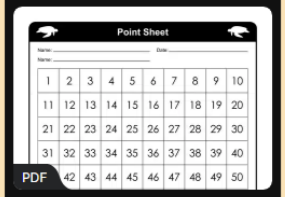
Correction Procedure



PDF

PALS Correction Procedure

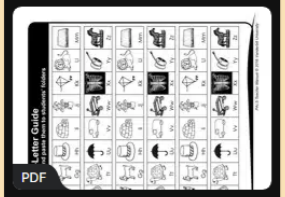
Point Sheet



PDF

Point Sheet (1)

Picture Letter Guide



PDF

PALS Alphabet Picture Guide

Student Lesson Sheets

TL-1



PDF

Lesson 40_TL 1

TL-2



PDF

Lesson 41_TL 2

TL-3



PDF

Lesson 42_TL 3_Edited Oct 2025 (1)

TL-4



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Lesson 43_TL 4

TL-5



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Lesson 44_TL 5

TL-6



PDF

Lesson 45_TL 6

PALS Resources on the Web

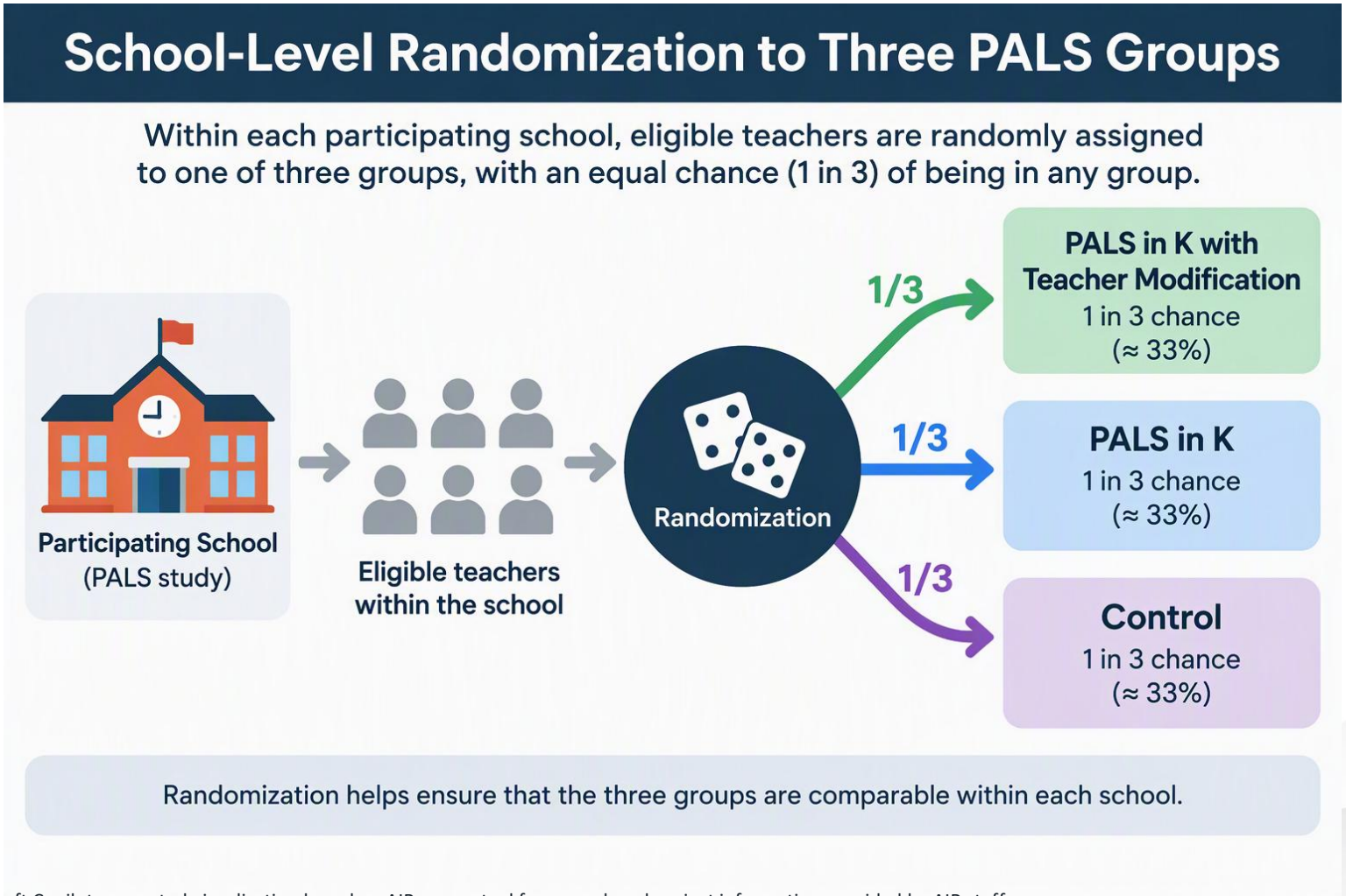
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About the PALS Study

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PALS Study Randomization



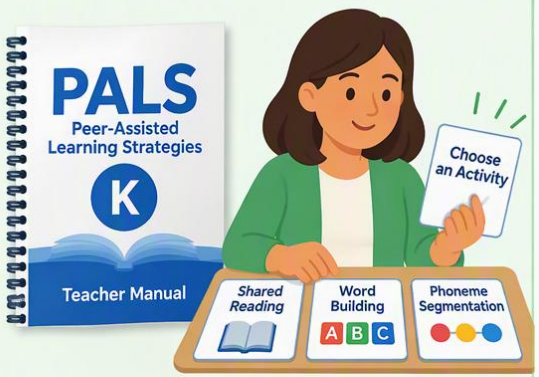
Source: Microsoft Copilot-generated visualization based on AIR conceptual framework and project information provided by AIR staff.

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PALS Study Randomization

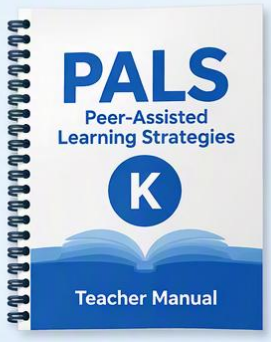
Three Study Conditions

PALS in K with Teacher Modification



Teachers use PALS in K and have opportunities to modify or adapt literacy activities (e.g., selecting or adjusting activities based on their students' needs).

PALS in K



Teachers use PALS in K as designed, with standard implementation supports (provided by the study).

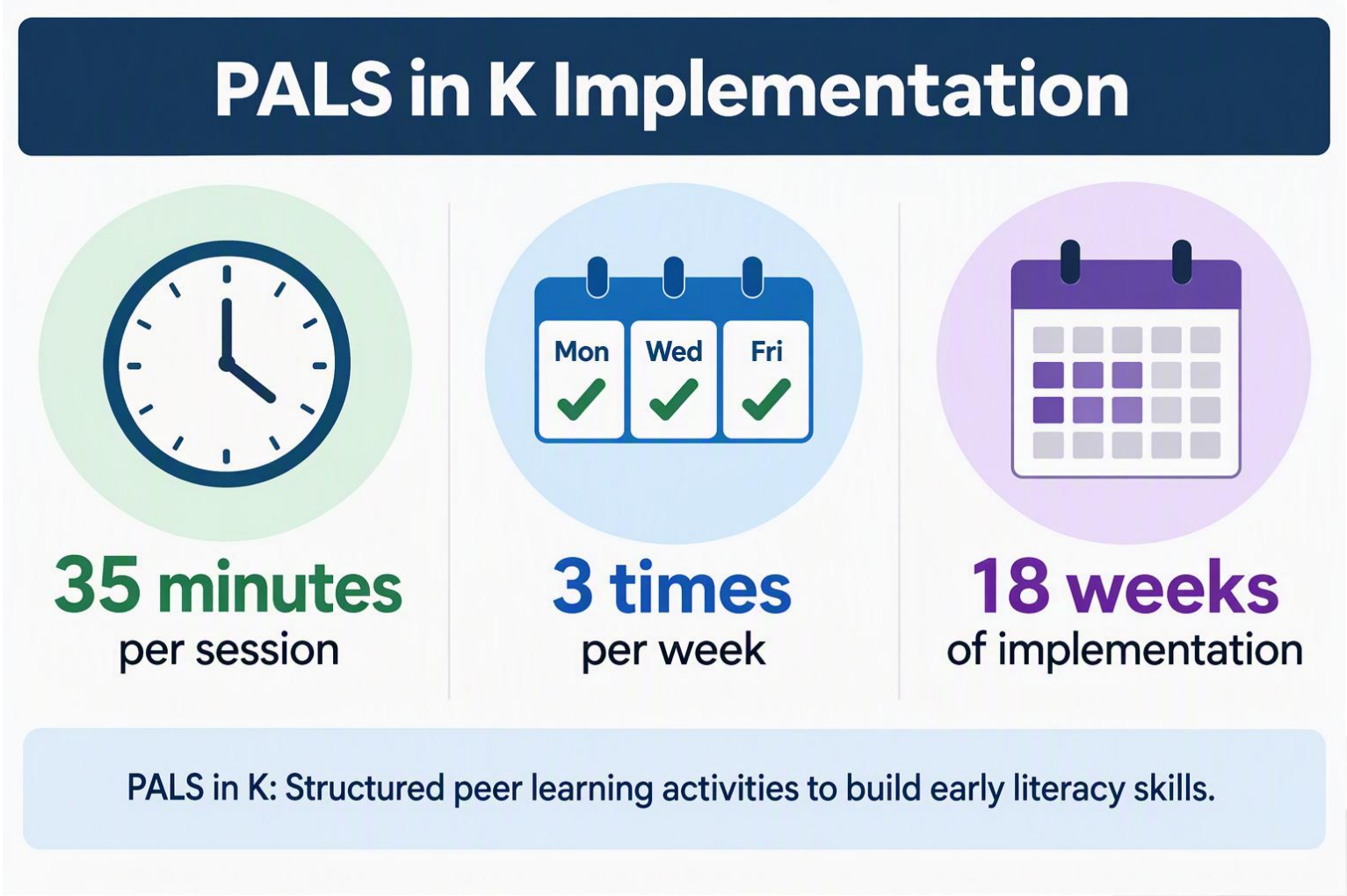
Control



Teachers continue their usual kindergarten literacy instruction (no PALS supports as part of the study).

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PALS Implementation



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Educator Support

When	Training and ongoing supports	Time commitment
December	Training for PALS in Kindergarten*	4 hours
January – May	One-on-one job embedded PD	Approximately weekly
	Booster sessions: week 4~ and week 7~	1 hour each

*Teachers will receive compensation for trainings.

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PALS Coordinator

Job-Embedded Support from the PALS Coordinator

The PALS Coordinator will stop by weekly.



To support you during PALS time.

During the visit, the PALS Coordinator can:



Answer questions



Model or demonstrate on request



Provide resources and materials



Support the study

Support will take place during regular PALS time.



35 minutes per session



3 times per week



18 weeks of implementation

Docusign Envelope ID: 87FBBAD2-5E1B-8179-8272-DB5AC8DC320B

Data Collection Activities

Data Collection Activity
Teacher Surveys (2 times; ~ 35 minutes total)
Teacher Log (5 times; ~ 5 minutes each)
Observation (3 times; occurs during instruction)
Woodcock Reading Mastery **Test for students** (study team will administer)
District record requests

All teachers will attend a Study Logistics meeting (~1 hour)

All participating teachers will participate in data collection activities.

*The study will provide honorarium for data collection activities.

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Study Compensation for Trainings

Training	Estimated Compensation	Details
Training	$120	**Treatment Teachers:** One 4-hour training will occur before implementing the PALS program and will cover the 3 standard PALS activities, in addition to the procedures for pairing students.
Booster Sessions	$60	**Treatment Teachers:** Two 1-hour booster sessions will provide just-in-time information in week 4 and week 7 of the study.
Study Logistics Meeting	$30	**Treatment and Control Teachers:** The 1-hour logistics meeting will cover the ins and outs of the study: student consents, student testing, educator surveys, etc

*The study will provide honorarium for data collection activities.

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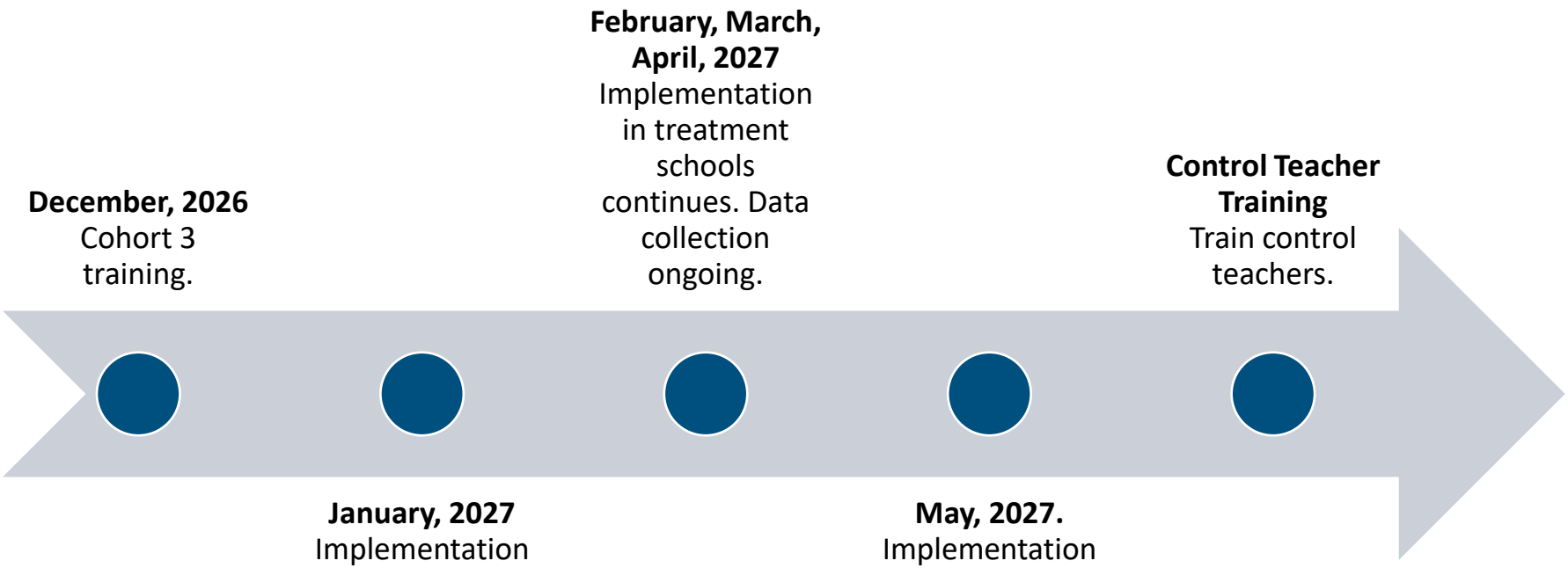
Study Honorarium for Data Collection Activities

Data Collection Activity	Estimated Honorarium	Details
Implement Study Activities	$300	**Treatment and Control Teachers:** Throughout the study, teachers will distribute and collect student consents, help assessors identify the best assessment window, schedule classroom observations, complete monthly log and take study surveys.

*The study will provide honorarium for data collection activities.

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What Is the Timeline?



PALS will begin after winter break and will run for 18 weeks. Follow up student assessment will take place in Spring 2028.

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Five McAllen I.S.D. Elementary Schools Participated as Cohort 2 (Spring 2026)

- Fields Elementary
- Garza Elementary
- McAuliffe Elementary
- Perez Elementary
- Thigpen-Zavala Elementary

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Ten McAllen I.S.D. Elementary Schools Participating for Cohort 3 (Spring 2027)

- Alvarez Elementary
- Castaneda Elementary
- Escandon Elementary
- Hendricks Elementary
- Sam Houston Elementary
- Jackson Elementary
- Roosevelt Elementary
- Sanchez Elementary
- Seguin Elementary
- Wilson Elementary

AIR®

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Two McAllen I.S.D. Elementary Schools will Participate for Cohort 4 (Spring 2027)

- Gonzalez Elementary
- Milam Elementary
- Rayburn Elementary

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Report Regarding the Career Technical Education Department and CCMR Update

REFERENCE: Goal 1: Student Achievement/Student Focus

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
The McAllen ISD Career and Technical Education (CTE) Department provides opportunities for students to complete programs of study that will lead to in demand, high wage jobs in the community. The CTE Department offers students opportunities to earn dual-enrollment credits as well as Industry-Based Certifications. The CTE Department also leads the College, Career, and Military Readiness (CCMR) efforts to prepare students to be College, Career, and Military Ready.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
To provide information regarding the department.

LEGAL REVIEW:
None required.

BUDGETARY CONSIDERATIONS:
None.

RECOMMENDED BOARD ACTION:
This item is for information purposes only.

Attachment: ☑

SUBMITTED BY: Signed by: Leo Saenz 55D1D1AD0517425... 11/17/2026

SUPERVISOR: Signed by: Christian.Quintanilla A36137BED891473... 11/17/2026

For further information contact:
Name: Leo Saenz
Office: 956-632-5181
eMail: leo.saenz@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427... 11/17/2026

Superintendent of Schools

BOARD OF TRUSTEES REPORT

McALLEN ISD CTE Career Technical Education

Empowering Futures: CTE Programs of Study & District CCMR Leadership

CAREER TECHNICAL EDUCATION DEPARTMENT

MISSION

The mission of the McAllen ISD Career and Technical Education Department is to **empower students** by combining rigorous academics, leadership development, and career-readiness skills for high-wage, in-demand careers and post-secondary opportunities.

VISION

The vision of the McAllen ISD Career and Technical Education Department is to **provide hands-on opportunities** for student to explore career fields that align with the job market and economic growth of our community.

CAREER & TECHNICAL EDUCATION AT MCALLEN ISD

12 Career Clusters | 24 Programs of Study

Agriculture, Food & Natural Resources
- Animal Science
- Agriculture Technology & Mechanical Systems

Architecture & Construction
- HVAC & Sheet Metal
- Electrical (P-TECH)
- Construction Management and Inspection (P-TECH)

Arts, Audio/Video Technology & Communications
- Graphic Design & Interactive Media
- Digital Communications

Business, Marketing & Finance
- Accounting & Financial Services
- Business Management
- Entrepreneurship
- Marketing & Sales

Health Science
- Exercise Science, Wellness & Restoration
- Diagnostic & Therapeutic Services

Hospitality & Tourism
- Culinary Arts

Human Services
- Family & Community Services
- Cosmetology & Personal Care Services (including Barbering)

Education & Training
- Teaching & Training

Law & Public Service
- Fire Science
- Law Enforcement
- JROTC

Manufacturing
- Welding

Engineering
- Engineering Foundations

Transportation, Distribution & Logistics
- Automotive Collision & Repair
- Aviation (Pilots)

40+ INDUSTRY CERTIFICATIONS

Agriculture, Food and Natural Resources

- Animal Science
- Elanco-Fundamentals of Animal Science
- Elanco-Veterinary Medical Applications
- AWS D9.1 Sheet Metal Welding
- AWS D1.1 Structural Steel

Architecture and Construction

- NCCER Core
- Refrigerant Handling (EPA 608)
- NCCER Heating, Ventilation, Air Conditioning Level I
- NCCER Heating, Ventilation, Air Conditioning Level I

Arts, Audio Visual Technology and Communications

- Adobe Certified Professional in Visual Design Using Adobe Photoshop
- Adobe Certified Professional in Digital Video Using Adobe Premiere Pro
- Adobe Certified Professional in Visual Effects and Motion Graphics Using Adobe After Effects
- Adobe Certified Professional in Graphic Design and Illustration Using Adobe Illustrator
- Adobe Certified Professional in Print and Digital Media Publication Using Adobe InDesign

Business, Marketing, and Finance

- Intuit QuickBooks Certified User
- Volunteer Income Tax Assistance (VITA) Basic
- Volunteer Income Tax Assistance (VITA) Advanced
- Microsoft Office Specialist: Microsoft Word Expert (Word 2019)
- Entrepreneurship and Small Business (ESB)

Education and Training

- Educational Aide I
- Substitute Teacher

Health Science

- Pre-Professional Certification in Nutrition, Food, and Wellness
- Certified EKG Technician
- Pharmacy Technician
- Certified Clinical Medical Assistant

Hospitality and Tourism

- Culinary Meat Selection and Cookery Certification
- ServSafe Manager

Human Services

- Community Health Worker
- Pre-Professional Certification in Nutrition, Food, and Wellness
- Cosmetology Operator License

Law and Public Service

- IAED Emergency Telecommunicator
- Emergency Medical Technician – Basic
- Non-Commissioned Security Officer Level II License

Manufacturing

- AWS D9.1 Sheet Metal Welding
- AWS D1.1 Structural Steel

Engineering

- Autodesk Associate (Certified User) Fusion 360

Transportation, Distribution, and Logistics

- ASE Entry-Level Automobile Brakes (BR)
- ASE Entry-Level Automobile Suspension and Steering (SS)
- ASE Entry-Level Automobile Electronic/Electrical Systems (EE)
- ASE Entry-Level Automobile Engine Repair (ER)
- ASE Entry-Level Collision Non-Structural Analysis and Damage Repair (SR)
- ASE Entry-Level Collision Painting and Refinishing (PR)
- FAA Part 107 Remote Drone Pilot

CTE Reach Across Secondary Campuses

95% of all HS students are in CTE



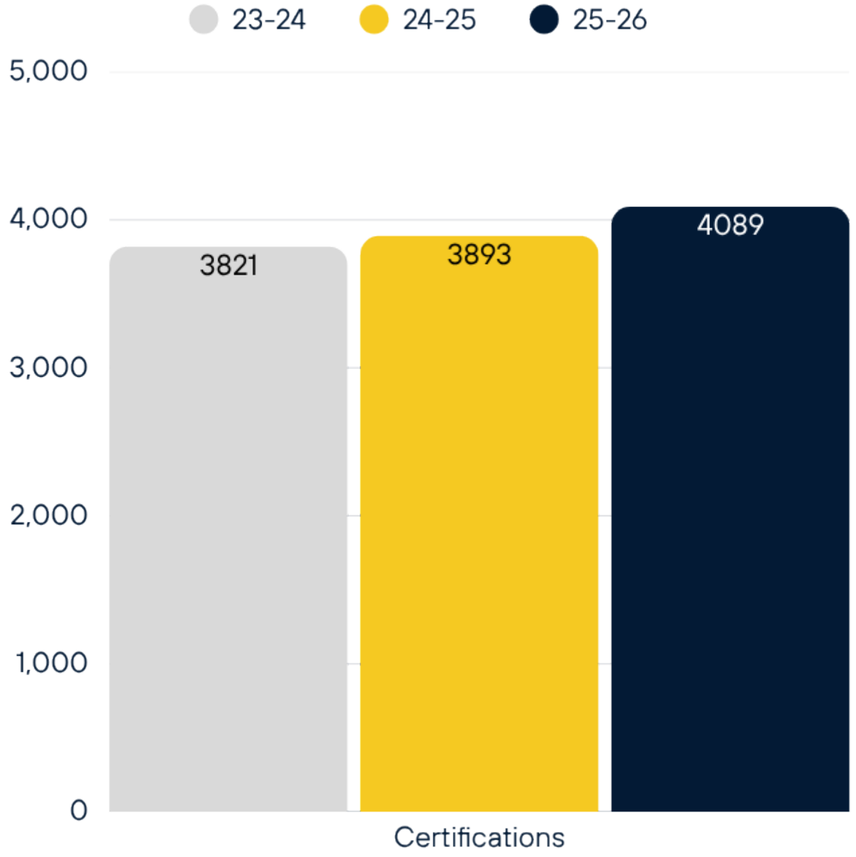
6,090 of 6,361 HS Students are in CTE

7,405

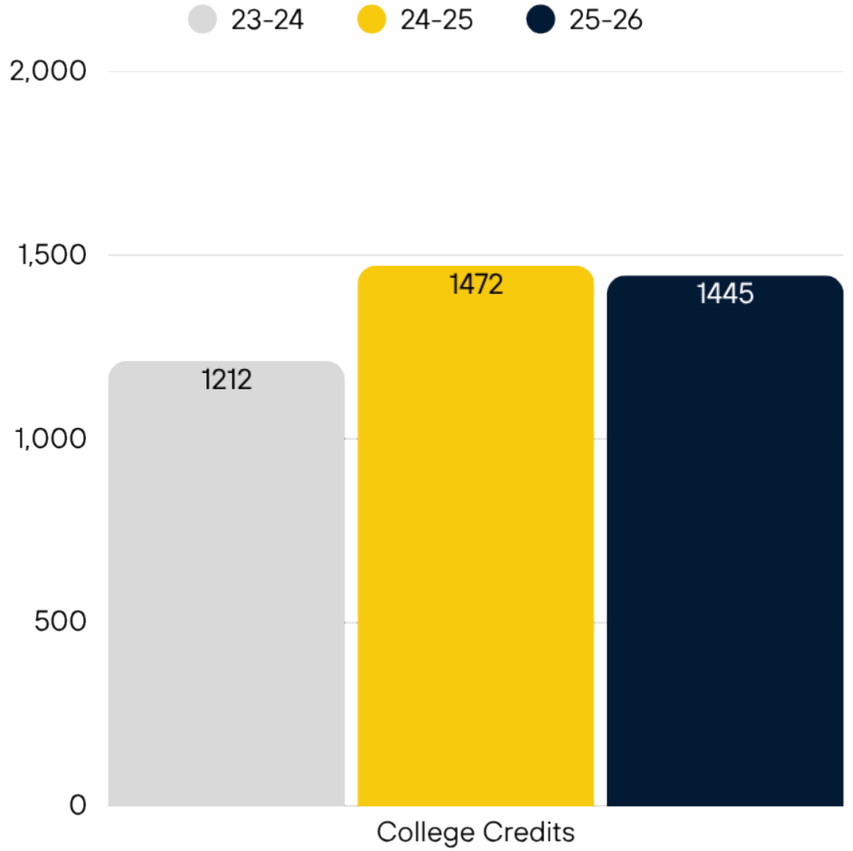
Total Enrolled CTE Students

Industry Based Cerifications and Dual Enrollment Hours Earned through CTE Courses at McAllen ISD

IBCs



Dual Enrollment Hours



McALLEN ISD

CCMR

COLLEGE CAREER MILITARY

McALLEN ISD

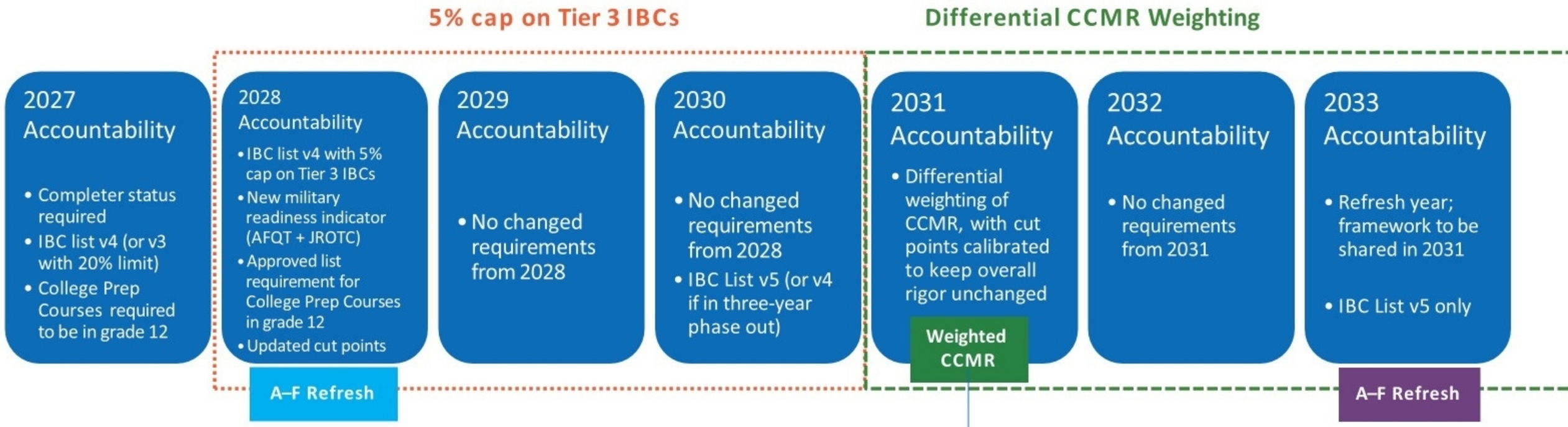


TEA
Texas Education Agency

ALIGNING WITH TEXAS EDUCATION AGENCY CCMR MEASURES

COLLEGE READY | CAREER READY | MILITARY READY

The Updated 2028 A-F Framework includes two distinct methodologies for CCMR. 5% Tier 3 IBC cap begins in 2028. Differential weighting begins in 2031.



PEIMS Working Submissions may be completed and applied to accountability ratings, beginning with 2026 accountability

Weighted CCMR starts with the graduating class of 2030. These are freshmen in 2026-27

2027 accountability = Class of 2026

2028 accountability = Class of 2027

2031 accountability = Class of 2030

Reminder: Each year's accountability rating uses prior year's graduating class CCMR data due to lags in data reporting

CCMR SCORES FROM 2023-2026

Cutoff Point is 88%

86%

2019 | 2020 | 2021 | 2022 | **2023** | 2024 | 2025 | 2026

Calculation Report

	2022 Annual Graduates	
	Count Credit	Component Score
Total		
Total graduates	1,575	
Total credit for CCMR criteria	**1,355**	**86%**

Data Table

	2022 Annual Graduates	
	Count Credit	Percentage
College		
Texas Success Initiative (TSI) Criteria		
Met TSI criteria in both RLA and Mathematics	729	46.3%
Met TSI criteria in both RLA and Mathematics, excluding college prep courses	646	41.0%
TSI Criteria - Reading/Language Arts (RLA)		
Met TSI criteria for at least one indicator in RLA	956	60.7%
Met TSI criteria in RLA, excluding college prep courses	872	55.4%
Met TSIA assessment criteria	588	37.3%
Met ACT criteria	34	2.2%
Met SAT criteria	598	38.0%
Earned credit for a college prep course	128	8.1%
TSI Criteria - Mathematics		
Met TSI criteria for at least one indicator in Mathematics	804	51.0%
Met TSI criteria in Mathematics, excluding college prep courses	710	45.1%
Met TSIA assessment criteria	549	34.9%
Met ACT criteria	35	2.2%
Met SAT criteria	295	18.7%
Earned credit for a college prep course	117	7.4%
AP/IB Examination		
Met criterion score on an AP/IB exam in any subject	466	29.6%
Dual Course Credits		
Earned credit for at least 3 hours in RLA or Mathematics or 9 hours in any subject	356	22.6%
Associate Degree		
Earned an associate degree by August 31 immediately following high school graduation	57	3.6%
OnRamps Dual Enrollment Course		
Completed an OnRamps course and qualified for at least 3 hours of university or college credit in any subject	131	8.3%
Special Ed with Advanced Diploma Plan		
Received special education services and earned an advanced diploma	108	6.9%
Career		
Industry-Based Certifications (IBC)		
Earned an IBC	945	60.0%
Earned at least one sunsetting IBC and did not meet any other CCMR criteria	159	10.1%
Earned only a sunsetting IBC and are not included due to IBC cap*	4	0.3%
Level I or Level II Certificate		
Earned a level I or level II certificate in any workforce education area	1	0.1%
Graduate with Completed IEP and Workforce Readiness		
Received graduation type code of 04, 05, 54, or 55	27	1.7%
Military		
U.S. Armed Forces		
Enlisted in the U.S. Armed Forces**	N/A	N/A

2023

95%

2019 | 2020 | 2021 | 2022 | 2023 | **2024** | 2025 | 2026

Calculation Report

	2023 Annual Graduates	
	Count Credit	Component Score
Total		
Total graduates	1,520	
Total credit for CCMR criteria	**1,437**	**95%**

Data Table

	2023 Annual Graduates	
	Count Credit	Percentage
College		
Texas Success Initiative (TSI) Criteria		
Met TSI criteria in both RLA and Mathematics	724	47.6%
Met TSI criteria in both RLA and Mathematics, excluding college prep courses	626	41.2%
TSI Criteria - Reading/Language Arts (RLA)		
Met TSI criteria for at least one indicator in RLA	964	63.4%
Met TSI criteria in RLA, excluding college prep courses	834	54.9%
Met TSIA assessment criteria	513	33.8%
Met ACT criteria	31	2.0%
Met SAT criteria	630	41.4%
Earned credit for a college prep course	187	12.3%
TSI Criteria - Mathematics		
Met TSI criteria for at least one indicator in Mathematics	803	52.8%
Met TSI criteria in Mathematics, excluding college prep courses	695	45.7%
Met TSIA assessment criteria	544	35.8%
Met ACT criteria	29	1.9%
Met SAT criteria	314	20.7%
Earned credit for a college prep course	136	8.9%
AP/IB Examination		
Met criterion score on an AP/IB exam in any subject	433	28.5%
Dual Course Credits		
Earned credit for at least 3 hours in RLA or Mathematics or 9 hours in any subject	347	22.8%
Associate Degree		
Earned an associate degree by August 31 immediately following high school graduation	72	4.7%
OnRamps Dual Enrollment Course		
Completed an OnRamps course and qualified for at least 3 hours of university or college credit in any subject	121	8.0%
Special Ed with Advanced Diploma Plan		
Received special education services and earned an advanced diploma	165	10.9%
Career		
Industry-Based Certifications (IBC)		
Earned an IBC	1,108	72.9%
Earned at least one sunsetting IBC and did not meet any other CCMR criteria	161	10.6%
Earned only a sunsetting IBC and are not included due to IBC cap*	0	0.0%
Level I or Level II Certificate		
Earned a level I or level II certificate in any workforce education area	9	0.6%
Graduate with Completed IEP and Workforce Readiness		
Received graduation type code of 04, 05, 54, or 55	34	2.2%
Military		
U.S. Armed Forces		
Enlisted in the U.S. Armed Forces	12	0.8%

2024

94%

2019 | 2020 | 2021 | 2022 | 2023 | 2024 | **2025** | 2026

Calculation Report

	2024 Annual Graduates	
	Count Credit	Component Score
Total		
Total graduates	1,616	
Total credit for CCMR criteria	**1,518**	**94%**

Data Table

	2024 Annual Graduates	
	Count Credit	Percentage
College		
Texas Success Initiative (TSI) Criteria		
Met TSI criteria in both RLA and Mathematics	943	58.4%
Met TSI criteria in both RLA and Mathematics, excluding college prep courses	756	46.8%
TSI Criteria - Reading/Language Arts (RLA)		
Met TSI criteria for at least one indicator in RLA	1,135	70.2%
Met TSI criteria in RLA, excluding college prep courses	973	60.2%
Met TSIA assessment criteria	503	31.1%
Met ACT criteria	73	4.5%
Met SAT criteria	731	45.2%
Earned credit for a college prep course	248	15.3%
TSI Criteria - Mathematics		
Met TSI criteria for at least one indicator in Mathematics	1,046	64.7%
Met TSI criteria in Mathematics, excluding college prep courses	835	51.7%
Met TSIA assessment criteria	671	41.5%
Met ACT criteria	67	4.1%
Met SAT criteria	316	19.6%
Earned credit for a college prep course	252	15.6%
AP/IB Examination		
Met criterion score on an AP/IB exam in any subject	484	30.0%
Dual Course Credits		
Earned credit for at least 3 hours in RLA or Mathematics or 9 hours in any subject	405	25.1%
Associate Degree		
Earned an associate degree by August 31 immediately following high school graduation	66	4.1%
OnRamps Dual Enrollment Course		
Completed an OnRamps course and qualified for at least 3 hours of university or college credit in any subject	185	11.4%
Special Ed with Advanced Diploma Plan		
Received special education services and earned an advanced diploma	158	9.8%
Career		
Industry-Based Certifications (IBC)		
Earned an IBC and received credit for an aligned level two or higher course	1,319	81.6%
Earned at least one sunsetting IBC and did not meet any other CCMR criteria	105	6.5%
Earned only a sunsetting IBC and are not included due to IBC cap*	0	0.0%
Level I or Level II Certificate		
Earned a level I or level II certificate in any workforce education area	57	3.5%
Graduate with Completed IEP and Workforce Readiness		
Received graduation type code of 04, 05, 54, or 55	49	3.0%
Military		
U.S. Armed Forces		
Enlisted in the U.S. Armed Forces	20	1.2%

2025

96%

Calculation Report

	2025 Annual Graduates	
	Count Credit	Component Score
Total		
Total graduates	1,550	
Total credit for CCMR criteria	**1,492**	**96%**

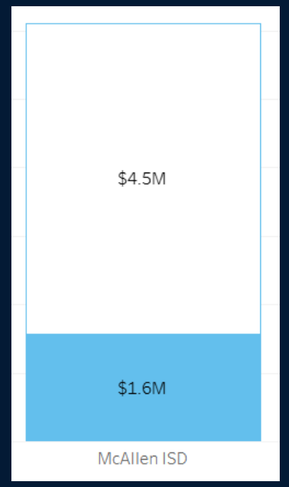
Data Table

	2025 Annual Graduates	
	Count Credit	Percentage
College		
Texas Success Initiative (TSI) Criteria		
Met TSI criteria in both RLA and Mathematics	1,045	67.4%
Met TSI criteria in both RLA and Mathematics, excluding college prep courses	933	60.2%
TSI Criteria - Reading/Language Arts (RLA)		
Met TSI criteria for at least one indicator in RLA	1,154	74.5%
Met TSI criteria in RLA, excluding college prep courses	1,048	67.6%
Met TSIA assessment criteria	688	44.4%
Met ACT criteria	90	5.8%
Met SAT criteria	741	47.8%
Earned credit for a college prep course	173	11.2%
TSI Criteria - Mathematics		
Met TSI criteria for at least one indicator in Mathematics	1,156	74.6%
Met TSI criteria in Mathematics, excluding college prep courses	1,038	67.0%
Met TSIA assessment criteria	919	59.3%
Met ACT criteria	60	3.9%
Met SAT criteria	354	22.8%
Earned credit for a college prep course	199	12.8%
AP/IB Examination		
Met criterion score on an AP/IB exam in any subject	574	37.0%
Dual Course Credits		
Earned credit for at least 3 hours in RLA or Mathematics or 9 hours in any subject	447	28.8%
Associate Degree		
Earned an associate degree by August 31 immediately following high school graduation	112	7.2%
OnRamps Dual Enrollment Course		
Completed an OnRamps course and qualified for at least 3 hours of university or college credit in any subject	216	13.9%
Special Ed with Advanced Diploma Plan		
Received special education services and earned an advanced diploma	149	9.6%
Career		
Industry-Based Certifications (IBC)		
Earned an IBC plus Concentrator or Completer in aligned program of study	979	63.2%
Earned at least one sunsetting IBC and did not meet any other CCMR criteria	0	0.0%
Earned only a sunsetting IBC and are not included due to IBC cap*	0	0.0%
Level I or Level II Certificate		
Earned a level I or level II certificate in any workforce education area	47	3.0%
Graduate with Completed IEP and Workforce Readiness		
Received graduation type code of 04, 05, 54, or 55	23	1.5%
Military		
U.S. Armed Forces		
Enlisted in the U.S. Armed Forces	40	2.6%

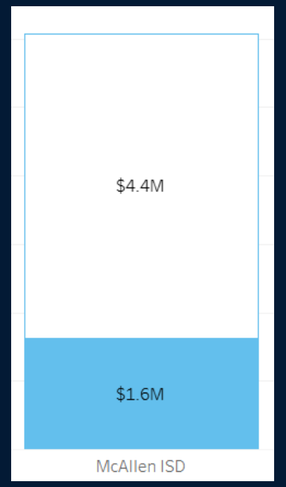
2026

CCMR OUTCOMES BONUS FROM 2024-2026

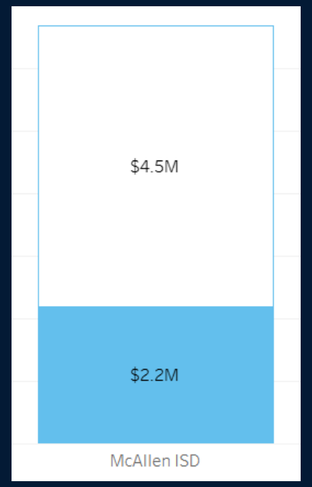
Class of 2022



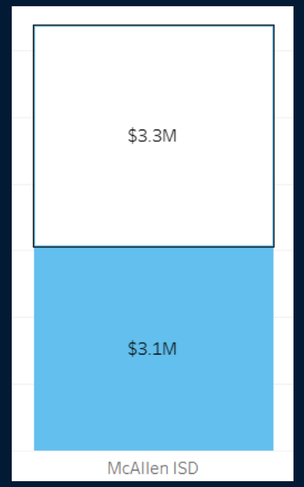
Class of 2023

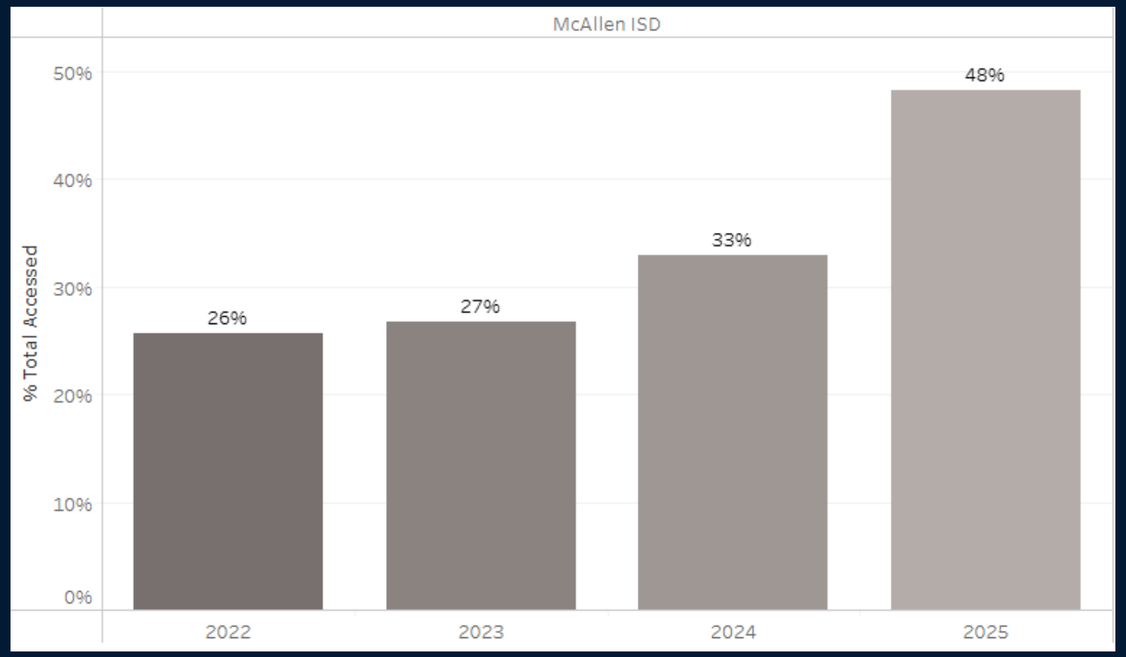


Class of 2024



Class of 2025





commit

Earns an associate degree by August 31st, immediately following high school graduation

---------- OR---------

Meets ACT, SAT, or TSIA college readiness criteria (college preparatory courses not applicable),

and

enrolls at a postsecondary educational institution immediately following high school graduation

Meets ACT, SAT, or TSIA college readiness criteria (college preparatory courses not applicable),

and

Earns an industry-based certification*

or

earns a level I or level II certificate by August 31st, immediately following high school graduation**

Enlists in the U.S. Armed Forces/Texas National Guard by December 31st immediately following high school graduation

HB 3 amended by HB 120 & 2

We will be bringing the board our CCMR goals for the next 5 year to reach quantifiable goals for measures of student college, career, and military readiness for each campus.

Original Language HB 3 (2019 Legislative Session)	Amended Language Effective December 4, 2025 HB 120 and HB 2 (2025 Legislative Session)
§ 11.186. COLLEGE, CAREER, AND MILITARY READINESS PLANS. (a) The board of trustees of each school district shall adopt college, career, and military readiness plans that set specific annual goals for the following five school years to reach quantifiable goals for measures of student college, career, and military readiness at each campus. (b) Each plan adopted under Subsection (a) must: (1) identify annual goals for students in each group evaluated under the closing the gaps domain under Section 39.053(c)(3); (2) include annual goals for aggregate student growth on college, career, and military readiness indicators evaluated under the student achievement domain under Section 39.053(c)(1); (3) assign at least one district-level administrator or employee of the regional education service center for the district's region to: (A) coordinate implementation of the plan; and (B) submit an annual report to the board of trustees on the district's progress toward the goals set under the plan; and (4) be reviewed annually by the board of trustees at a public meeting. (c) A school district shall post the annual report described by Subsection (b)(3)(B) on the district's Internet website and on the Internet website, if any, of each campus in the district. Added by Acts 2019, 86th Leg., R.S., Ch. 943 (H.B. 3), Sec. 2.003, eff. June 12, 2019.	**§ 11.186. COLLEGE, CAREER, AND MILITARY READINESS PLANS.** (a) The board of trustees of each school district shall adopt college, career, and military readiness plans that set specific annual goals for the following five school years to reach quantifiable goals for measures of student college, career, and military readiness at each campus. (b) Each plan adopted under Subsection (a) must: (1) identify annual goals for students in each group evaluated under the closing the gaps domain under Section 39.053(c)(3); (2) include **an annual goal** for aggregate student growth on **each** college, career, and military readiness **indicator** evaluated under the student achievement domain under Section 39.053(c)(1); **(3) include specific annual goals for student completion while enrolled in high school of postsecondary credentials, including industry-based credentials, level one or level two certificates, and associate degrees, prioritizing credentials identified in the long-range master plan for higher education established under Section 61.051 and the performance tier funding for public junior colleges for credentials of value under Section 130A.101;** **(4) include annual goals for the outcomes of the district 's annual graduates at one, three, and five years after graduation from high school, including goals for:** **(A) the rate of enrollment at a postsecondary educational institution;** **(B) the percentage of graduates who enroll at a postsecondary educational institution and do not require remedial postsecondary coursework;** **(C) the rate of persistence at a postsecondary educational institution in each of the first two years of enrollment;** **(D) the rate of completion of a postsecondary degree, certificate, or other credentialing program; and** **(E) wages earned;** (5) assign at least one district-level administrator or employee of the regional education service center for the district's region to: (A) coordinate implementation of the plan; and (B) submit an annual report to the board of trustees, **the agency, and the Legislative Budget Board** on the district's **performance and** progress toward the goals set under the plan; and (6) be reviewed **and approved by majority vote** annually by the board of trustees at a public meeting. **(c) In identifying and including goals in each plan adopted under Subsection (a) as provided by Subsection (b), the board of trustees shall use longitudinal student outcomes data posted under Section 7.0405(a) and any other resources available to the board.** **(d)** A school district shall post the annual report described by Subsection **(b)(5)(B)** on the district's Internet website and on the Internet website, if any, of each campus in the district **not later than two weeks before the date of the public meeting at which the report is reviewed and approved as required by Subsection (b)(6). The district shall update the annual report on each Internet website if any modifications are made to the report by the board of trustees.** **(e) The commissioner by rule shall establish a deadline for the submission of the annual reports described by Subsection (b)(5)(B). The agency shall compile and make publicly accessible on the agency 's Internet website the annual reports.** **(f) The agency may evaluate the goals identified or included in an annual report described by Subsection (b)(5)(B) to determine whether those goals align with state secondary, postsecondary, and workforce goals.** Added by Acts 2019, 86th Leg., R.S., Ch. 943 (H.B. 3), Sec. 2.003, eff. June 12, 2019. Amended by: Acts 2025, 89th Leg., R.S., Ch. 918 (H.B. 120), Sec. 3, eff. June 20, 2025. Acts 2025, 89th Leg., R.S., Ch. 1065 (H.B. 2), Sec. 6.03, eff. June 20, 2025.

CAREER TECHNICAL EDUCATION DEPARTMENT

2026-2027

Leo Sáenz, Director - Career Technical Education
David Lyons, Coordinator - Career Technical Education
Diana Peña, Coordinator - Career Technical Education
Monica Peña, Coordinator - Career Technical Education
Pedro Alvarez, Coordinator - College, Career, & Military Readiness

McALLEN ISD CTE Career Technical Education

Thank You for Your Support

Together, we are preparing every student for high-wage, high-skill, and in-demand careers.

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Report Regarding Monthly Update on the Health Fund

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen ISD administers a self-funded group health insurance plan through its third-party administrator, UnitedHealthcare. Under the self-funded arrangement, the District is financially responsible for eligible healthcare claims, with plan activity funded through the District's Health Insurance Fund. As healthcare utilization, claims costs, and other plan expenses continue to impact the financial position of the Health Insurance Fund, the District is monitoring plan performance, claims activity, funding levels, and cost trends. The District also continues to evaluate sustainable cost-containment strategies and opportunities to improve the overall financial management of the plan.

This report is intended to provide the Board of Trustees with a consistent overview of the health plan's financial and operational performance, including key trends, significant developments, and areas requiring continued monitoring or action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District will process an operating transfer.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

Funds for this are budgeted through the General Fund.

RECOMMENDED BOARD ACTION:

This item is for information purpose only.

Attachment: ☑

SUBMITTED BY: Signed by: Karina G. Perez A734C9313EE34B0...

SUPERVISOR: DocuSigned by: Albert Canales 7812108836E846C...

For further information contact:
Name: Ms. Karina Garza Perez, Director of Employee Benefits, Safety & Risk Management
Office: (956) 618-6007
Email: karina.garza@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

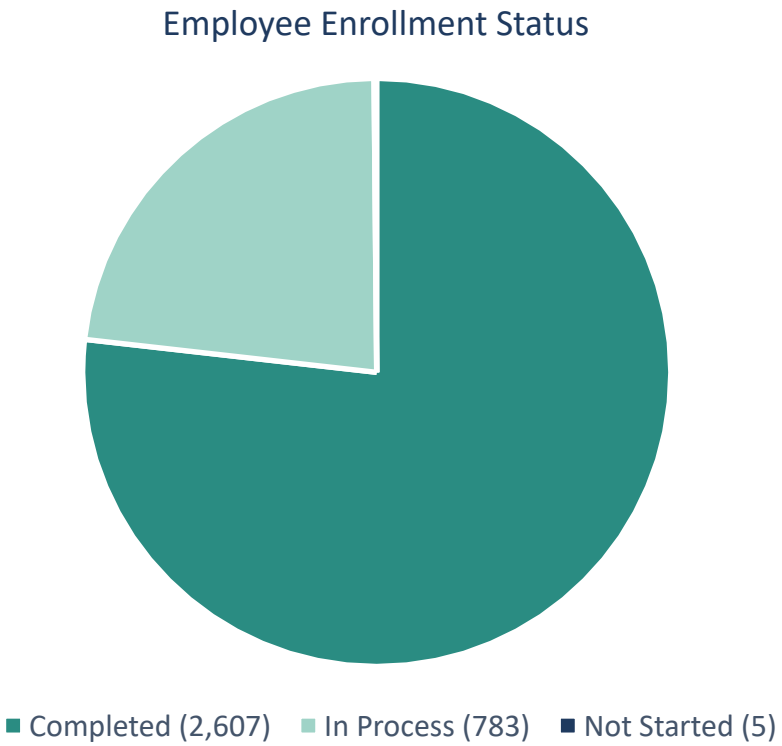
Employee Benefits Updates

December 1, 2026

Karina G. Perez - Director of Employee Benefits, Safety & Risk Management | McAllen ISD

Annual Enrollment Results

Annual Enrollment closed November 6, 2026



76% participation

35 presentations to campuses and departments

Results driven by outreach and in-person presentations from Benefits Staff and HR Directors.

Employee Wellness Fair | Community Vendor Outreach

Wellness Starts with Us. Helping our staff get physically and financially fit.

Staff Wellness Fair

January 12, 2027 | 9 am – 12 pm
Rowe HS Cafeteria
2101 North Ware Rd, McAllen, TX

- McAllen ISD is working on an Employee Wellness Fair and is reaching out to community vendors to participate.
- Vendors can share their expertise, resources and services with staff.
- Vendor tables are only $40.
- To register, scan the QR code on the flyer or call Employee Benefits at 956-618-6007.



Direct Contracts with Primary Care Clinics | RFQ Process

Current developments

Preventive Care Institute (PCI)

Closing its operations at the end of 2026, requiring the District to identify alternative primary care access options.

The Center for Primary Care and Wellness (PCW)

Has elected to terminate its reduced copay agreement with McAllen ISD effective December 31, 2026.

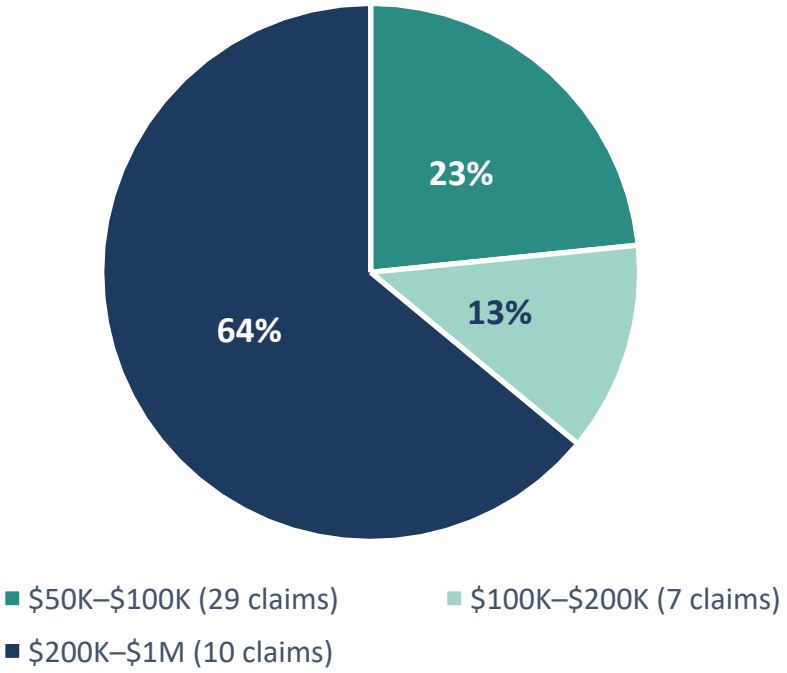
District's response – Competitive RFQ process

- Issuing a Request for Qualifications (RFQ) to invite interested primary care clinics to submit proposals.
- Providing surrounding clinics and healthcare providers an opportunity to participate.
- Evaluating proposals based on access, provider availability, service capabilities, pricing and proposed reduced copay arrangements.
- Exploring direct contractual relationships between McAllen ISD and qualified primary care providers.

High-Cost Claimants

Breakdown by tier | 46 claims totaling $8,570,255.06

High-cost claimant dollars by tier



Tier	Claims	Total
$50K–$100K	29	$2,004,229.13
$100K–$200K	7	$1,081,654.72
$200K–$1M	10	$5,484,371.21
Total	**46**	**$8,570,255.06**

64% of high-cost claim dollars come from the 10 claims over $200K

TRS-ACTIVECARE | PATH TO JOINING: KEY DATES

UHC agreement runs through 12/31/2028 — transition cannot occur before expiration.

12/31/2028
UHC expires; TRS filings due

Keep current coverage through contract end.

1/1 – 8/31/2029
Bridge period

Confirm coverage, funding and administration for the 8 months.

Summer 2029
TRS sets rates

TRS Board approves regional rates

By 8/15/2029
ID cards mailed

Member ID cards go out before coverage starts.

9/1/2029
TRS coverage begins

Target effective date; plan year runs Sept. 1–Aug. 31.

DUE TO TRS BY 12/31/2028

1. **Claims data submitted to TRS**

   Two full plan years plus current plan year to date

2. **Notice of Intent + Board resolution**

   Board approval is required, so the item must be on a Board agenda before 12/31/2028.

TRS-ACTIVECARE | COST OUTLOOK

2026–27 REGION 1 | NET MONTHLY PREMIUMS

Published total premiums less current District contribution of $521.50

Coverage tier	Primary	Primary+	HD
Employee only	$0.00	$42.50	$0.00
Employee + spouse	$774.50	$945.50	$807.50
Employee + children	$294.50	$437.50	$315.50
Employee + family	$1,110.50	$1,340.50	$1,151.50

Shown as $0.00 where the $521.50 contribution covers the full premium.

COST ESCALATION

25% / year

District planning assumption

10% — **Annual baseline trend increase**

up to +15% — **Risk adjustment for new districts rates: claims history, utilization, regional costs**

Risk adjustment applies to the first two full plan years, then the regional rate.

The Bottom Line

2026-27 projected need

$11.44 million

Expected. Range: $8.65M to $11.76M.

Approved November 10

$4.00 million

Partial transfer from the General Fund

Approximately needed

$7.44 million

Range: $4.65M to $7.76M. An amendment follows once results narrow the range.

Takeaway: Four months of verified results support this range. It narrows each month as actual results replace estimates.

The Structural Gap

Full-year 2026-27, before the January 2027 changes

Plan cost

$987

per employee per month: claims and fees

Contributions

$667

per employee per month: district and employee

Recurring gap

$11.56 million

a year, about $320 per employee per month

Rates have not kept up

Employee-only coverage is $65 a month, unchanged since at least 22-23. The district pays $521.50 since 25-26.

Effect on the General Fund

Transfers: $4.00M approved so far this year. The health plan is 58% of the district’s recurring budget pressure.

Takeaway: transfers cover the gap each year but do not close it. Closing it takes lower costs and higher contributions.

Thank You

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Report Regarding Teacher Incentive Allotment (TIA) Data Submission Updates

REFERENCE: Goal 2: People Development; Strategy 2: Experienced Staff

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The McAllen ISD Teacher Incentive Allotment (TIA) program submitted its 2025-2026 data and designation proposals to TEA for validation on October 27, 2027. McAllen ISD consults with the state's TIA Data Capture Hub at Region 18 and uses its data management system, the Texas Educator Excellence Management System (TEEMS). TEEMS provides the district with data management and consultation services regarding the analysis of its TIA dataset and advises on program parameters and designation decision processes in preparation for data submission and the validation process.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

McAllen ISD submitted Teacher Incentive Allotment data for 1326 eligible teachers. The district proposed 319 new and higher designations using a hybrid designation decision model in consultation with TEEMS and the Region One ESC. Based on this submission and state validation of the dataset, McAllen ISD projects an increase from 581 active designations to 763 active designations. Based on TEA funding estimates (subject to change) the district projects an increase in its Teacher Incentive Allotment amounts from $5.6 MM to $11.2MM. (Note: Projected total allotments include both the 90% compensation and 10% district retention amounts.)

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

None

RECOMMENDED BOARD ACTION:

This is for information purposes only.

Attachment: ☑

Signed by: John Grossi
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SUBMITTED BY: John D. Grossi, TIA Coordinator

SUPERVISOR: DocuSigned by: Albert Canales
7812108836E846C...

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez
E0BFA13512CA427...

Superintendent of Schools

McAllen ISD 2025-26 TIA Data Submission

Trish Jarrott, Director HCMS- TxCEE, ESC 18

December 1, 2026

TxCEE
Texas Center for Educator Excellence

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Objectives

- Review MISD's 2026-25 Application
- Review Texas Tech Data Validation Checks
- Understand District Autonomy in Data Submission
- Walk Through of MISD 2025-26 Data Submission
- Q & A

McAllen ISD' 2025-26 Application

What was the starting point?

MISD 2025-26 TIA Application

Teacher Category	Description	Observation Rubric (30%)	Student Growth Measure- Pre/Target/Post (70%)
1	AP Core Courses	T-TESS	AP Exam/District/AP Exam
2	AP Electives, LOTE, IB Courses, Fine Arts & CTE		Tx SLOs
3	5 Science, K-2 RLA (Escandon ES)		NWEA MAP/Vendor/NWEA MAP
4	CTE- Business, Culinary, Graphic Design, Technology, Human Growth & Dev, Forensics, Wellness, Ag, etc.		Precision Exams/District/Precision Exams
5	PE, Athletics, ROTC		FitnessGram/District/FitnessGram
6	PK/Headstart		Circle/District/Circle
7	ELDA I/II, ESCL Extension		LAS Links/District/LAS Links
8	Practical Writing Skills		Achieve 3000/District/Achieve 3000
9	8 SS/S, US History, 6-8 Math & RLA, Alg I, Eng I/II, Bio		District Created/District/EOY STAAR
10	Math K-5, Reading 3-5		iReady/Vendor/iReady
11	Reading K-2		mClass/Vendor/mClass
12	6-7 SS/S, Eng III/IV, Alg II, Geometry, MMA, Advanced Math, other SS/S courses		TEKS Ready/District/TEKS Ready
13	SPED Self-contained, PPCD, ECSE, RSD		Unique Learning/District/Unique Learning

Texas Tech Data Validation

What is being checked?

Data Validation Report

Data Validation Report Table

Domain	*Check*	*Possible Points*	*Results*	*Score*	*Weight*	*Score × Weight*
A. Correlation between teacher observation ratings and student growth ratings	C1	0-3	$r =$		× 10	
B. Relationship between teacher designations and VAM	C2	0-3	$\tau =$		× 7	
	C3	0-3	$s =$		× 3	
C. Degree of reliability for observation and growth judgements	C4	0-3	sp. $\omega^2 =$		× 3	
	C5	0-3	sp. $\omega^2 =$		× 2	
	C6	0-3	sp. $\omega^2 =$		× 3	
	C7	0-3	sp. $\omega^2 =$		× 2	
D. Comparison of district designation percentage to statewide performance standards	C8	0-3	$s = \%$		× 1	
	C9	0-3	$s = \%$		× 1	
	C10	0-3	$w =$		× 3	

District Autonomy

What can districts adjust in their local system?

Making Adjustments

Districts may

- Change component weights, *Ex: changing from teacher observation and 30% & SGMs at 70% to 50%/50%*
- Remove optional, non-statutory components, *Ex: attendance, student surveys*
- Adjust designation cut points &/or performance measures
- Enforcing minimums

Districts may not

- Add/remove eligible teaching assignments
- Add/remove SGMs
- Add/remove teacher observation component
- Exclude teacher observation/student growth when determining designations

Component Weights

Teacher Category	Description	Observation Rubric (30%)	Student Growth Measure- Pre/Target/Post (70%)
1	AP Core Courses	T-TESS	AP Exam/District/AP Exam
2	AP Electives, LOTE, IB Courses, Fine Arts & CTE		Tx SLOs
3	5 Science, K-2 RLA (Escandon ES)		NWEA MAP/Vendor/NWEA MAP
4	CTE- Business, Culinary, Graphic Design, Technology, Human Growth & Dev, Forensics, Wellness, Ag, etc.		Precision Exams/District/Precision Exams
5	PE, Athletics, ROTC		FitnessGram/District/FitnessGram
6	PK/Headstart		Circle/District/Circle
7	ELDA I/II, ESCL Extension		LAS Links/District/LAS Links
8	Practical Writing Skills		Achieve 3000/District/Achieve 3000
9	8 SS/S, US History, 6-8 Math & RLA, Alg I, Eng I/II, Bio		District Created/District/EOY STAAR
10	Math K-5, Reading 3-5		iReady/Vendor/iReady
11	Reading K-2		mClass/Vendor/mClass
12	6-7 SS/S, Eng III/IV, Alg II, Geometry, MMA, Advanced Math, other SS/S courses		TEKS Ready/District/TEKS Ready
13	SPED Self-contained, PPCD, ECSE, RSD		Unique Learning/District/Unique Learning

Performance Measures

Designation Level	Teacher Observation Performance Standards*	Student Growth Performance Standards**
Acknowledged	**3.5 or 70% of possible points**	**50%**
Recognized	3.7 or 74% of possible points	55%
Exemplary	3.9 or 78% of possible points	60%
Master	4.5 or 90% of possible points	70%

**Represents average of all dimensions in T-TESS Domains 2 and 3. Districts using a rubric other than T-TESS may refer to the percentage of possible points in observable dimensions.*

***Represents the percentage of a teacher's students who met or exceeded the expected growth*

Designation Cut Points

Using the determined weights and performance standards, we will create a point system for designations for each group.

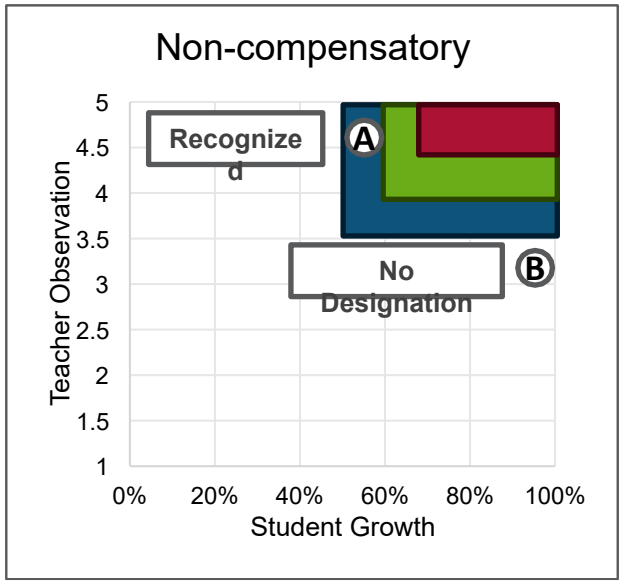
System Weights:

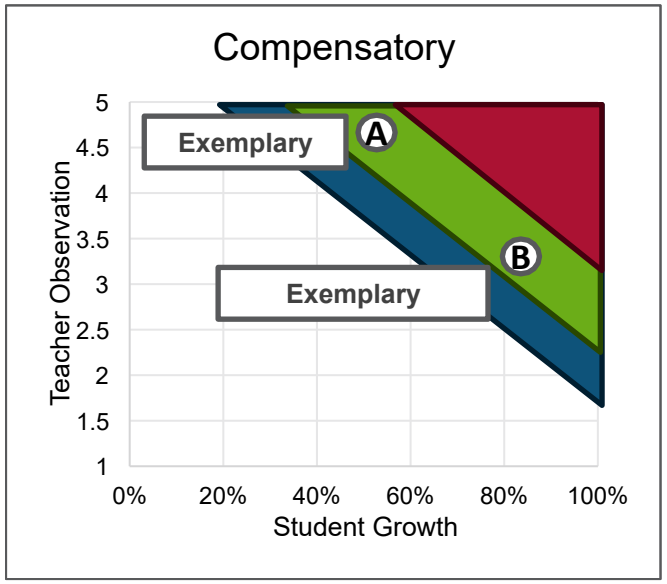
Observation Weight	Growth Measure Weight
30%	70%

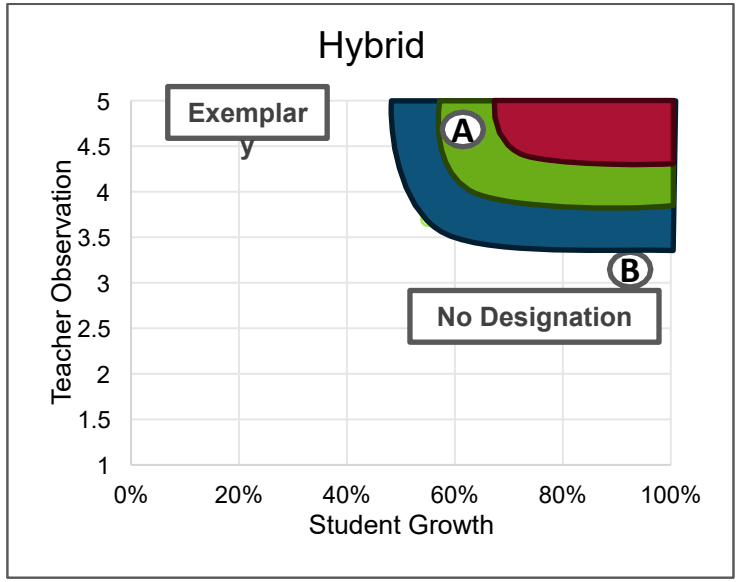
Designation Level	Teacher Observation Performance Standards	SGM Performance Measures	Designation Cut Point
Acknowledged	3.5 (70% of possible points)	50%	(3.5/5 X 30%) + (50/100 x 70) = 21 + 35 = **56**
Recognized	3.7 (74% of possible points)	55%	(3.7/5 X 30%) + (55/100 x 70) = 22.2 + 38.5 = **60.7**
Exemplary	3.9 (78% of possible points)	60%	(3.9/5 X 30%) + (60/100 x 70) = 23.4 + 42 = **65.4**
Master	4.5 (90% of possible points)	70%	(4.5/5 X 30%) + (70/100 x 70) = 27 + 49 = **76**

Introduction to Decision Approaches

Three approaches: Non-Compensatory, Compensatory, and Hybrid







What decision-making approach districts take on will be a local decision.

MISD 2025-26 Data Submission

What was submitted in 2025-26 for MISD?

MISD 2025-26 Data Analysis

Hybrid Model- 30/70, Custom Cut Points:

	Acknowledged	Recognized	Exemplary	Master
SGM Weighted Score	42	45.5	52.5	59.5
TTESS Weighted Score	24	24.9	25.5	29.4
Total	**66**	**70.4**	**78**	**88.9**

Trish Jarrott

Director Human Capital Management Strategies

512-538-0641

tjarrott@esc18.net

Thank You

MCALLEN ISD • TEACHER INCENTIVE ALLOTMENT

2025-2026 Finalized Components

T-TESS WEIGHT
30%

STUDENT GROWTH
70%

Non-Compensatory Minimum Threshold Requirements

Designation	T-TESS	Student Growth
Acknowledged	3.60	55%
Recognized	3.90	60%
Exemplary	4.00	65%
Master	4.25	80%

Compensatory Performance Standards

Designation	T-TESS	Student Growth	Cut-Point
Acknowledged	4.00	60%	66.0%
Recognized	4.15	65%	70.4%
Exemplary	4.25	75%	78.0%
Master	4.90	85%	88.9%

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Report Regarding Intention to Apply for Learning Acceleration Support Opportunities (Cycle 5)

REFERENCE: Goal 1 - Student Achievement/Student Focus; Strategy 3 - Engaging Learning Environment

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The Learning Acceleration Support Opportunities ("LASO") is the next iteration of a universal consolidated application cycle that strategically batches grant, allotments, and in kind supports funding opportunities that are supporting with continued learning acceleration and innovation opportunities.

LASO program grants, allotments, and in kind supports are anchored in five learning acceleration strategies: Strategic Planning, Curriculum & Instruction, Strategic Talent Systems, More Time and Innovative School Models.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

McAllen ISD intends to apply for four opportunities anchored in two of the five learning acceleration strategies available. Strategic Talent Systems invests in robust teacher pipelines and compensation systems that elevate instructional quality and help schools recruit & retain exceptional educators. Innovative School Models incorporates all of the learning acceleration frameworks.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

The funding opportunites will vary based upon the program.

RECOMMENDED BOARD ACTION:

This item is for informational purposes only.

Attachment: ☑

SUBMITTED BY: Signed by: Laura Williams FF540C4FE69A487...

SUPERVISOR: DocuSigned by: Albert Canales 7812108836E846C...

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

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

Report Regarding Intent to Apply for Learning Acceleration Support Opportunities (LASO) Cycle 5

Board Meeting
December 1, 2026

Highlights of the Learning Acceleration Support Opportunities (LASO) Cycle 5

The Texas Education Agency (TEA) Learning Acceleration Support Opportunities (LASO) Cycle 5 is a single, consolidate application providing approximately $400 million in grants, allotments, and in-kind supports across 21 initiatives for the 2026-2027 school year.

Five Larning Acceleration Strategies: Strategic Planning, Curriculum and Instruction, Strategic Talent Systems, More Time, Innovative School Models

- Application due: December 1, 2026, at 5:00p.m.
- Estimated Award Announcement: February 2027
- Estimated Notice of Grant Award (NOGA): March-May 2027

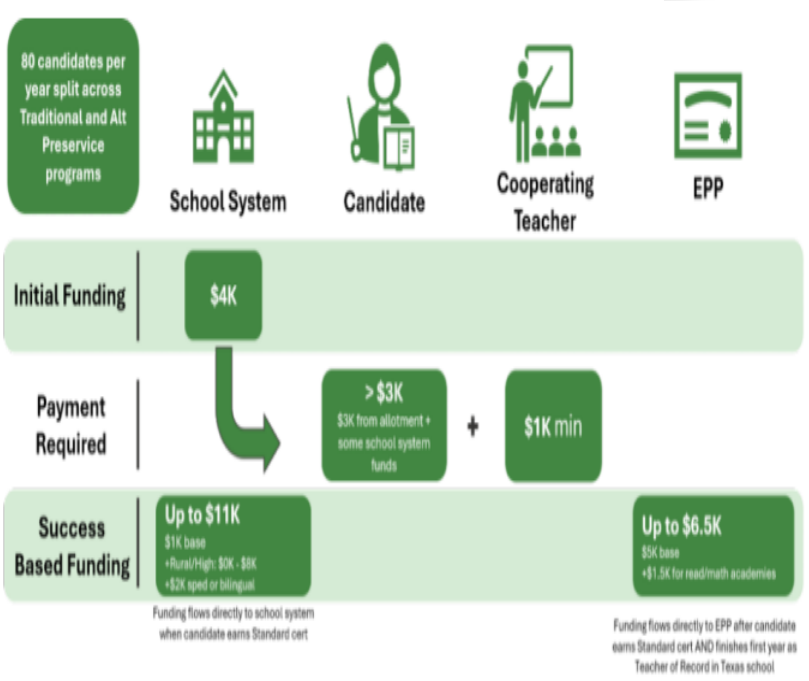
PREP Program Allotment Overview

The Preparing and Retaining Educators through Partnership (PREP) Program Allotment strengthens the quality of teacher recruitment, preparation, and mentorship across Texas. The 89th Texas Legislature established the PREP Program Allotment through House Bill 2, signed into law on June 20, 2025.

PREP provides funding for five partnership program types that support the growth and sustainability of the Texas teacher workforce pipeline: PREP Grow Your Own, PREP Preservice Residency, PREP Preservice Traditional, PREP Alternative Preservice, and PREP Mentorship

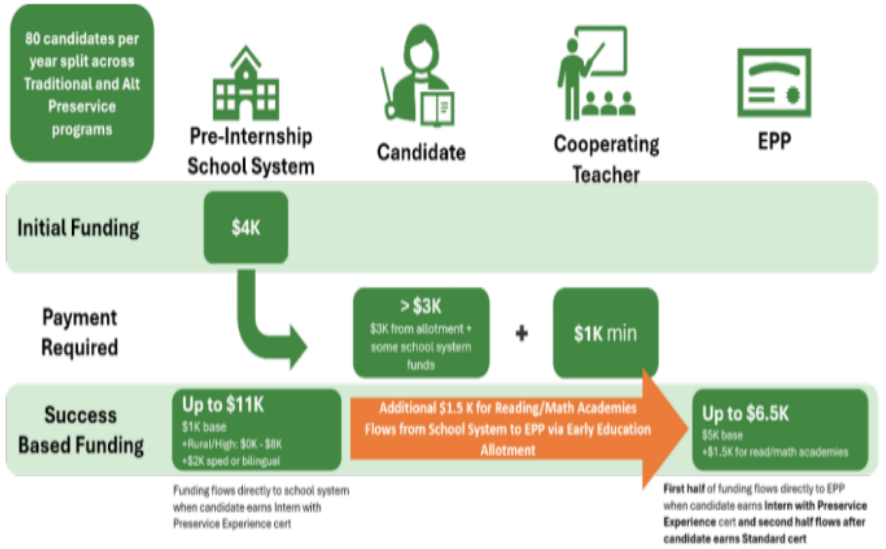
PREP Allotment: Traditional Preservice Program

- Places teacher candidates in paid, semester-long student teaching experience under the supervision of trained cooperating teachers
- 490 clock hours of clinical teaching while earning a standard certificate
- Minimum of 280 hours in the subject area and grade level of the certification sought, under the supervision of a trained cooperating teacher.
- The remaining clinical teaching hours may be accrued through additional instructional hours during the school day, in Texas Essential Knowledge and Skills (TEKS)-based extracurricular activities that directly relate to the grade-level and subject area of the certification sought, and through professional development hours that occur within the assignment start and end date.
- Allotment: $10,000 and $21,500 depending on high-needs and rural factor of the school
- School system receives $4,000 initially and additional success-based funding upon candidate completion of their preparation program
- The remaining allotment (up to $11,000) flows as success-based funding after the candidate successfully completes program requirements under TEC §21.903 by the deadline established by TEA.
- EPP success-based funding ($5,000) flows after the candidate earns a standard certificate and completes one full year of employment as a teacher of record
- EPP's may also receive $1,500 per candidate for Reading and Math Academies completion



PREP Allotment: Alternative Preservice Program

- The PREP Traditional Preservice Program places teacher candidates in paid, semester long student teaching experience under the supervision of trained cooperating teachers.
- Candidates complete at least 490 clock hours of clinical teaching while earning a standard certificate – summer intensive to a year-long periodic practice engagement
- Allotment: up to 80 per year combined with Alternative Preservice candidates, may generate between $10,000 and $21,500 depending on the high-needs and rural factor
- The school system receives $4,000 initially and additional success-based funding upon the candidate completion of their preparation program.
- EPP success-based funding flows in two stages: $2,500 upon the candidate attaining the intern with preservice experience certificate, and $2,500 upon the candidate earning a standard certificate.
- EPP's may also receive $1,500 per candidate for Reading and Math Academies completion



Texas Strategic Staffing for Residencies (TSS)

The Texas Strategic Staffing (TSS) for Residencies Grant supports a two-year process in which a school system and Educator Preparation Program (EPP) commit to using strategic staffing to design and implement a sustainable, year-long residency model during the school years (SY) 2027- 28 and SY 2028-29.

- In-kind technical assistance for school systems and EPP partners to implement a year-long residency program using strategic staffing approaches.
- Funding to strengthen program sustainability. TSS technical assistance builds the strategic staffing framework used to implement residency programs while supporting school systems in planning for full sustainability by SY 2029-30.

Estimated Total Allocation Available: $2.92 million
Initiative Duration: 2 years
Estimated Total Value of Award: $58,400
Estimated Number of Awards: up to 50

Early College High School (ECHS)

The school system seeks to expand access to accelerated postsecondary opportunities and enhance postsecondary readiness and contribute to improved CCMR outcomes.

- Strengthening Postsecondary Outcomes and CCMR Success
- Sustaining and Expanding High-Quality ECHS Implementation
- Increasing College Attainment and Affordability
- Advancing Postsecondary Opportunities
- Leveraging Distinguished ECHS Practices Districtwide

The Texas Strategic Staffing (TSS) for Residencies Grant supports a two-year process in which a school system and Educator Preparation Program (EPP) commit to using strategic staffing to design and implement a sustainable, year-long residency model during the school years (SY) 2027- 28 and SY 2028-29. The grant provides: • In-kind technical assistance for school systems and EPP partners to implement a year-long residency program using strategic staffing approaches. • Funding to strengthen program sustainability. TSS technical assistance builds the strategic staffing framework used to implement residency programs while supporting school systems in planning for full sustainability by SY 2029-30.

Thank you.

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion of Texas Association of School Boards (TASB) Staffing Review

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On August 25, 2026, the Board of Trustees approved for TASB to conduct a review of staffing practices by campus and departments to identify options for cost reduction, improving instructional effectiveness, or implementing strategic practices. Mrs. Jennifer Barton (TASB Assistant Director for Human Resources Services) is here to present her report of this staffing review.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The scope of the review will include staffing practices in the areas of instructional and administrative support staffing; elementary and secondary teachers; special education staffing; technology; district operations - food service, maintenance, custodial, and transportation; and safety and security. TASB consultants have conducted a review through document examination, interviews, and observations.

LEGAL REVIEW:

Johnathan Ball, Staff Attorney

BUDGETARY CONSIDERATIONS:

Funds were budgeted for this review from general fund account 199.

RECOMMENDED BOARD ACTION:

This item is for information purpose only.

Attachment: ☐

SUBMITTED BY: DocuSigned by: Albert Canales 7812108836E846C...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

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Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 01, 2026

SUBJECT: Discussion and Possible Action on Request For Proposal No. 2027-1010 Personal Importation Mail Order Prescription Program and Agreement No. 2027-181 Personal Importation Program with ElectRx and Health Solutions, LLC through RFP 2027-1010

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

On September 25, 2023, the Board awarded Request for Proposal No. 2024-1003 International Pharmacy to control the rising cost of drugs by sourcing bio-equivalent, Food and Drug Administration ("FDA") versions of medications through International pharmacies at a lower cost than available domestically. Due to the current RFP set to expire on December 31, 2026, the District has solicited proposals for personal prescription drugs through an importation mail order program.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Seventy-three (73) vendors were invited to submit proposals, and two (2) responded. On October 23, 2026 the evaluation committee (the "Committee"), comprised of Karina G. Perez, Director for Employee Benefits & Safety Risk Management; Lorena Garcia, Deputy Superintendent for Business & Operations; Dr. Alberto Canales, Chief Human Resources Officer; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator of Purchasing Services; Meralda Gonzalez, Senior Buyer; and Corina Tijerina, Buyer; consulted with Valley Risk Consulting, and evaluated the proposals. The Committee requested Best and Final Offers ("BAFOs") from the two (2) vendors. In collaboration with Valley Risk Consultants, the Committee evaluated BAFOs on November 10, 2026, and recommends awarding ElectRx and Health Solutions, LLC the highest-ranked vendor.

LEGAL REVIEW:

The draft Agreement has been approved by legal counsel.

BUDGETARY CONSIDERATIONS:

Prescription drug claims are paid through the health plan fund.

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BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 01, 2026

SUBJECT: Discussion and Possible Action on Request For Proposal No. 2027-1010 Personal Importation Mail Order Prescription Program and Agreement No. 2027-181 Personal Importation Program with ElectRx and Health Solutions, LLC through RFP 2027-1010

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

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees:

a.) approve Request For Proposal No. 2027-1010 Personal Importation Mail Order Prescription Program and award ElectRx and Health Solutions, LLC for a term of (1) year from January 1, 2027, through December 31, 2027, with the option to renew for up to two (2) additional, one (1) year terms, subject to favorable renewal rates and terms at the expiration of each twelve (12) month term;

b.) approve that Administration negotiate a contract with ElectRx and Health Solutions, LLC. If the District is unable to negotiate a satisfactory contract with ElectRx and Health Solutions, LLC, the District shall, formally and in writing, end negotiations with ElectRx and Health Solutions, LLC and proceed to the next vendor until a contract is reached or all proposals are rejected;

c.) authorize the Superintendent to execute a contract once contract negotiations have been successfully achieved.

Attachment: ☑

SUBMITTED BY: Signed by: Karina G. Perez A734C9313EE34B0... **SUPERVISOR:** DocuSigned by: Albert Canales 7812108836E846C...

For further information contact:
Name: Mrs. Karina G. Perez, Director for Employee Benefits, Safety/Risk Management
Office: 956-618-6007
eMail: Karina.Garza@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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EVALUATION MATRIX

RFP No. 2027-1010 PERSONAL IMPORTATION MAIL ORDER PRESCRIPTION PROGRAM

No.	Criteria	Max. Pts.	ElectRx and Health Solutions LLC	OneVeracityRx VeracityRX
	Total Points	**100**	**85.31**	**81.50**
	Ranking		**1**	**2**
1	**Price**	**12**	**12**	**12**
	Administration Fees Year 1 (BA 104)	4	4	4
			All inclusive pricing	All inclusive pricing
	Administration Fees Year 2 (BA 104 ,106, 107)	4	4	4
			All inclusive pricing	All inclusive pricing
	Administration Fees Year 3 (BA 104, 106, 107)	4	4	4
			All inclusive pricing	All inclusive pricing
2	**Reputation of the vendor and of the vendor's goods or services;**	**6**	**5.5**	**3.5**
	References of similar size and service type (3000 + EE) (BA 63)	3	2.5	1.5
	Max. of 3 references Reference of similar size each =.5 pts Reference of service type each=.5pts		Submitted 2 references of similar size Submitted 3 references of similar service type	No similar size Submitted 3 references of similar service type
	Number of years vendor has been in existence (BA 55)	3	3	2
	11 + years = 3 pts., 6- 10 years = 2 pts., 0 - 5 years = 1 pt		17 years	7 years
3	**The quality of the vendor's goods or services**	**8**	**6**	**8**
	Vendor a defendant in any lawsuit in state or federal court during preceding 5 years. (BA 94)	2	0	2
	Yes = 0 pts. No = 2 pts.		Yes	No
	Vendor has unresolved or presently pending claims against them. (BA 96)	2	2	2
	Yes = 0 pts. No = 2 pts.		No	No
	Vendor filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during any of the preceding seven (7) years. (BA 110)	2	2	2
	Yes = 0 pts. No = 2 pts.		No	No
	Owner, member, or partner of the vendor filed a petition in bankruptcy, obtained an order for relief, or received a discharge on any debt under the U.S. Bankruptcy laws during any of the preceding seven (7) years. (BA 112)	2	2	2
	Yes = 0 pts. No = 2 pts.		No	No
4	**The extent to which the goods or services meet District's needs**	**41**	**33**	**28**

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EVALUATION MATRIX

RFP No. 2027-1010 PERSONAL IMPORTATION MAIL ORDER PRESCRIPTION PROGRAM

No.	Criteria	Max. Pts.	ElectRx and Health Solutions LLC	OneVeracityRx VeracityRX
	Vendor meets required Minimum Quality Assurance Standards. (BA 116)	4	4	4
	Yes = 4 pts. No = 0 pts.		Yes	Yes
	Vendor will provide formulary file with NDC crosswalk and unit price. (BA 118)	2	2	2
	Yes = 2 pts. No = 0 pts.		Yes	Yes
	Vendor will provide utilization file with each billing. (BA 120)	3	3	3
	Yes = 3pts. No = 0 pts.		Yes	Yes
	Vendor will accept eligibility file for active District members. (BA 122)	3	3	3
	Yes = 3 pts. No = 0 pts.		Yes	Yes
	Vendor's drug formulary meets or exceeds current drug formulary. (BA 128)	4	0	0
	Yes = 4 pts. No = 0 pts.		No	No
	District has discretion to modify formulary list. (BA 130)	4	4	4
	Yes = 4 pts. No = 0 pts.		Yes	Yes
	District will retain rebates (BA 99)	4	0	0
	Yes = 4 pts. No = 0 pts.		No	No
	Direct billing to District (BA 101)	4	4	4
	Yes = 4 pts. No = 0 pts.		Yes	Yes
	Vendor proposed transparent, pass through model. (BA 83)	5	5	0
	Yes = 5 pts. No = 0 pts.		Yes	No
	Vendor included cool and cold chain medications in formulary. (BA 86)	4	4	4
	Yes = 4 pts. No = 0 pts.		Yes	Yes
	Vendor will allow for 3rd party audits or all rights & obligations under the agreement. (BA 92)	2	2	2
	Yes = 2 pts. No = 0 pts.		Yes	Yes
	District retains the right to select the third party auditor. (BA 93)	2	2	2
	Yes = 2 pts. No = 0 pts.		Yes	Yes
5	**The vendor's past relationship with the District, if any.**	**2**	**2**	**0**
			2	0
	Yes = 2 pts. No = 0 pts.		Current contract	No
6	**HUB** (BA 14)	**0**	**0**	**0**
			N/A	N/A
7	**The total long-term cost to the District to acquire the vendor's goods or services.**	**30**	**27**	**30**
	Drug Pricing (Bid Lines)	20	16.81	20.00
	14 Top Utilized/Highest Cost Drugs		$16,101.15	$13,535.36
	Other Costs i.e., shipping & handling	10	10	10
	All inclusive = 10 pts. Not all inclusive = 0 pts.		All inclusive pricing	All inclusive pricing

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EVALUATION MATRIX

RFP No. 2027-1010 PERSONAL IMPORTATION MAIL ORDER PRESCRIPTION PROGRAM

No.	Criteria	Max. Pts.	ElectRx and Health Solutions LLC	OneVeracityRx VeracityRX
8	**Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state** (BA 11)	1	0	0
	Texas Vendor or Employs 500 in Texas = 1 pt. Out of State Vendor = 0 pts.		0	0
			Principal place is Not in Texas	Principal place is Not in Texas
9	**And, any other relevant factor specifically listed in the request for proposal.**	0	0	0

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MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. 2027-181 PERSONAL IMPORTATION MAIL ORDER PRESCRIPTION PROGRAM THROUGH REQUEST FOR PROPOSAL 2027-1010 (ElectRX and Health Solutions, LLC)

This contract ("Contract"), made and entered into effective by and between **McALLEN INDEPENDENT SCHOOL DISTRICT** (hereinafter referred to as "District") and **ELECTRX AND HEALTH SOLUTIONS, LLC** an Ohio Limited Liability Company (hereinafter referred to as "Vendor") as of the date of execution (the "Commencement Date") by the District as shown on the signatory page of this Contract.

WITNESSETH:

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

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

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

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

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

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

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

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

1. OBLIGATIONS OF THE VENDOR

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

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

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

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

A. This Contract

B. Exhibit "A" – District's Request for Proposal No. 2027-1010

C. Exhibit "B" – Vendor's Response to District's Request for Proposal No. 2027-1010

D. Exhibit "C" – Certificate of Insurance

E. Exhibit "D" – Data Sharing Agreement

This Contract is entered into subject to the following conditions:

A. Vendor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.

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

2. INSURANCE COVERAGE

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

A. Statutory Workers' Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits Coverage of at least - $500,000

B. Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate.

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

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

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

3. TRANSFER, ASSIGNMENT, ETC.

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

4. ADJUDICATION

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

5. PROVISIONS, PARAGRAPHS

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

6. PAYMENT

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

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7. TAXES AND BENEFITS

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

8. INCURRING FINANCIAL OBLIGATION

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

9. ACCESS TO BOOKS AND RECORDS

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

10. DOCUMENT RETENTION

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

11. NON-DISCRIMINATION

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

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12. HOLD HARMLESS

VENDOR AGREES TO HOLD HARMLESS AND INDEMNIFY DISTRICT FROM ANY LIABILITY AND/OR DAMAGES, WHICH MAY DIRECTLY OR INDIRECTLY ARISE FROM OR OCCUR IN CONNECTION WITH VENDOR'S PERFORMANCE UNDER THIS CONTRACT OR ANY ACTION, ACTIVITY OR OMISSION INCIDENT THERETO. SUCH INDEMNIFICATION SHALL INCLUDE BUT NOT BE LIMITED TO ALL DISTRICT'S ATTORNEYS' FEES AND COSTS INCURRED IN DEFENDING OR RESPONDING TO ANY ACTION BROUGHT OR THREATENED AGAINST DISTRICT FOR ANY ACTION OR OMISSION ARISING FROM OR INCIDENT TO VENDOR'S PERFORMANCE UNDER THIS CONTRACT.

13. TERM AND TERMINATION OF CONTRACT

Term. The term of this Contract shall be for one (1) year commencing January 1, 2027, through December 31, 2027; with the option to renew for up to two (2) additional, one (1) year terms, subject to favorable renewal rates and terms at the expiration of each twelve (12) month term. All services must be completed during the term of the Contract.

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

B. Termination with Cause.

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

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

ii. Failure to provide evidence of insurance, as required by numbered Paragraph 2 hereof.

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

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

b. Termination by Vendor. In the event District breaches any material term of this Contract, Vendor may terminate this Contract upon no less than thirty (30) days written notice.

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

14. NOTICES

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

If to District: McAllen Independent School District
Attn: Dr. Rene Gutierrez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Vendor: ElectRX and Health Solutions, LLC
Attn: David Ewonce, President
Street: PO Box 2017
City: Elyria, OH 44036

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

15. LAW

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

16. NO IMPLIED WAIVER

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

17. SEVERABILITY

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

18. ASSIGNABILITY

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

19. AMENDMENTS

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

20. ENTIRE CONTRACT

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

21. INTERPRETATION

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

22. VARIATIONS OF PRONOUNS

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

23. AUTHORIZATION FOR CONTRACT

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

24. IMMUNITIES

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

25. NON-APPROPRIATION OF FUNDS.

In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the payments for the services are due under this Contract, then District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Vendor and any assignee of such occurrence. This Contract shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the payment herein agreed upon for which funds shall have been appropriated

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and budgeted or are otherwise available and (ii) District's other obligations and liabilities under this Contract relating to, accruing or arising prior to such termination. In the event of such termination, District agrees to peaceably request that the Vendor or its assignee stop the services on the date of such termination.

26. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. Neither party may release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

27. CRIMINAL HISTORY INFORMATION.

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

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

28. ENTITIES THAT BOYCOTT ISRAEL

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

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commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

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

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

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

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

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

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

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32. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS

Vendor shall comply with all requirements on Part 3.2 – Compliance Requirements.

33. 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.

34. 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.

35. 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.

36. CONTRACT TERMS CONTROL

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

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

EXECUTED on _____
Date

DISTRICT:

McAllen Independent School District

By:_____

Dr. Rene Gutierrez, Superintendent

VENDOR:

ElectRX and Health Solutions, LLC

Signed by:
By:_____
A698762BCA1C4C9...

David Ewonce, President

Approved as to form:

Signed by:
by: Johnathan Ball
5CA0E4911E30470...

Johnathan Ball, Staff Attorney

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Exhibit "A" – District's Request for Proposal No. 2027-1010

Docusign Envelope ID: 11339542-393C-84E5-805B-E900A971C28D

2027-1010 Addendum 3

Personal Importation Mail Order Prescription Program

Issue Date: 8/21/2026
Questions Deadline: 9/22/2026 10:00 AM (CT)
Response Deadline: 9/25/2026 10:00 AM (CT)

Contact Information

Contact: Mariza Malm, Senior Buyer
Address: Purchasing Services
Administration Office
2000 N 23rd St
McAllen, TX 78501-6126
Phone: (956) 657-4484
Fax: (956) 657-4481
Email: mariza.malm@mcallenisd.net

Docusign Envelope ID: 11339542-393C-84E5-805B-E900A971C28D

Event Information

Number:	2027-1010 Addendum 3
Title:	Personal Importation Mail Order Prescription Program
Type:	Request for Proposal
Issue Date:	8/21/2026
Question Deadline:	9/22/2026 10:00 AM (CT)
Response Deadline:	9/25/2026 10:00 AM (CT)
Notes:	McAllen Independent School District (the “District”) invites your submittal on the above referenced project.

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

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

Any questions regarding this solicitation must be submitted through the “Questions” option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone or email.

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

Ship To Information

Contact: Karina Perez
Address: Employee Benefits
2200 Tamarack Avenue
McAllen, TX 78501
Phone: (956) 971-1131
Email: Karina.Garza@mcallenisd.net

Billing Information

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

Bid Attachments

General Terms and Conditions (RFP) 5.20.25.pdf View Online

General Terms and Conditions (RFP)

2027-1010 Personal Importation Mail Order Add 2.pdf View Online

2027-1010 Personal Importation Mail Order Addendum 2

2027-1010 Personal Importation Mail Order Add 1.pdf View Online

2027-1010 Personal Importation Mail Order Addendum 1

2027-1010 Specifications and Scope of Work.pdf View Online

2027-1010 Specifications and Scope of Work

IRS FORM W-9 Revised March 2024 (Fillable Form).pdf View Online

IRS FORM W-9 Revised March 2024 (Fillable Form)

Conflict of Interest Form (CIQ) Fillable R8.14.2024.pdf View Online

Conflict of Interest Questionnaire (CIQ) form

Service Template Vendor - Solicitation 06.24.26.docx View Online

Contract DRAFT (For Sample Purposes Only)

Data Sharing Agreement Template 08.27.24.docx View Online

Data Sharing Agreement Template (For Sample Purposes Only)

Reference Form FILLABLE.pdf View Online

Reference Form

Attachment A Evaluation Matrix.pdf View Online

Attachment A Evaluation Matrix

Attachment B Minimum Quality Assurance Standards.pdf View Online

Attachment B Minimum Quality Assurance Standards

Attachment C Formulary Drug List.pdf View Online

Attachment C Formulary Drug List

Requested Attachments

Completed Conflict of Interest Questionnaire.

(Attachment required)

Upload your completed CIQ. Note: If there is none, please indicate "N/A" on the form.

Reference Forms

(Attachment required)

Upload three (3) reference forms. Refer to Specifications & SOW 7.0.

Completed Form 1295 Form or Exemption Statement

(Attachment required)

Upload your completed 1295 Form. Form must be completed online: https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php. If it is not applicable to your company, please attach a statement indicating the reason.

Completed W9 Form

(Attachment required)

Upload your completed W9 form.

Proof of Insurance (Acord Certificate of Insurance Form)

(Attachment required)

Upload your certificate of insurance in Acord form.

Participating Pharmacy Network Country List

(Attachment required)

Upload a complete list of countries with participating pharmacies. Refer to Specifications and SOW 11.3.2.

Sample Standard Monthly Reporting Package

(Attachment required)

Upload a sample of Respondent’s standard monthly reporting package. Refer to Specifications & SOW 11.3.3.

Prior Fiscal Year Audited Financial Statement

(Attachment required)

Upload the audited financial statement for the preceding fiscal year. Refer to Specifications and SOW 11.3.4.

List of Offices and Facilities

(Attachment required)

Upload a list of offices and facilities that would provide services under this contract. Refer to Specifications & SOW 11.3.5 and Bid Attribute 62.

Bid Attributes

1 General Terms and Conditions

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

**This is your electronic signature.

☐ I have read, understand, and accept.

(Required: Check if applicable)

2 Specifications and Scope of Work

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

**This is your electronic signature.

☐ I hereby acknowledge.

(Required: Check if applicable)

3 Deviations and Exceptions

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

(Required: Maximum 4000 characters allowed)

4 Form 1295 - Certificate of Interested Parties

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online.

Access form at:

- https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php
- Complete the form
- Enter solicitation number and name
- Print and sign form
- Attach form on "Response Attachments" tab

If exempt, attach documentation.

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

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

Attach Completed W-9 under "Response Attachments" tab

(Required: Maximum 1000 characters allowed)

6 Felony Conviction Notification

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

Select where applicable:

A. My company is not owned nor operated by anyone who has been convicted of a felony.
B. My company is owned or operated by an individual(s) who has/have been convicted of a felony.
C. My company is a publicly held corporation; therefore, this above reporting does not apply as per Section 44.034, Texas Education Code, Subsection (c).

**This is your electronic signature.

☐ A. My company is not owned nor operated by a felon.

☐ B. My company is owned or operated by a felon. ☐ C. My company is a publicly held corporation.
(Required: Check only one)

7 Felony Conviction Details

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

(Required: Maximum 4000 characters allowed)

8 Criminal History Record Information Review of Certain Contract Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with a school district to provide services to the school district ("Contractors") and entities that contract with school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors/Subcontractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to district; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22.

Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code. The undersigned Contractor shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, Contractor 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.

DEFINITIONS:

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. District will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. See 19 Tex. Admin. Code §153.1101(2).
Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. See 19 Tex. Admin. Code § 153.1101(7).
Public Works Contractor: An entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district.
Exception for Certain Public Works Contractors' Employees and Applicants: The criminal history record information requirements outlined above do not apply to an employee or applicant for employment of a public works contractor (as defined above) if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:
(1) A conviction or other criminal history information designated by district or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:
National criminal history record information from the Texas Department of Public Safety criminal history clearinghouse. District may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a covered employee.

Contractor hereby certifies to McAllen Independent School District ("DISTRICT") (and, in the case of a Subcontractor, certify to Contractor and DISTRICT) that [**select one**]:

OPTION A. Contractor/Subcontractor certifies that none of the employees of Contractor/Subcontractor are covered employees, as defined above. For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/ Subcontractor certifies to DISTRICT that it will timely complete the "Waiver for Criminal History Record Information" form and submit such to DISTRICT. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Contractor/Subcontractor will ensure that these precautions or conditions continue to exist throughout the time that the contracted services are provided. If DISTRICT, in its sole discretion, determines that employees of Contractor/Subcontractor are covered employees, as defined above, Contractor/Subcontractor will provide DISTRICT with the name, date of birth, and any other requested information of such covered employees so that DISTRICT may obtain criminal history record information on the covered employees, upon request by DISTRICT.

OR

OPTION B. Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees, but the criminal history record information ("CHRI") requirements do not apply to its employees or applicants for employment because:

(1) Contractor/Subcontractor is a public works contractor (an entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district); **and**

(2) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; **or** for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

If this option is selected, Contractor/Subcontractor further certifies to McAllen Independent School District ("DISTRICT") that:

a) Contractor/Subcontractor shall ensure that the conditions or precautions that resulted in the determination that the criminal history record information requirements do not apply to its employees or applicants for employment continue to exist throughout the time that the contracted services are provided;

b) For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor,
Contractor/Subcontractor will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to DISTRICT; and

c) If DISTRICT, in its sole discretion, determines that the conditions in paragraph (1) and/or (2) above are not satisfied as to Contractor/Subcontractor, Contractor/Subcontractor will provide DISTRICT with the name, date of birth, and any other requested information of its covered employees so that DISTRICT may obtain criminal history record information on the covered employees, upon request by DISTRICT.

OR

OPTION C: Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees. If this option is selected, I further certify that:

(1) For each covered employee **who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to DISTRICT that will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to DISTRICT,** providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that DISTRICT may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information.

(2) Contractor/Subcontractor shall provide DISTRICT "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person. Any covered employee whose criminal history record information is not received prior to start of the services to be performed by Contractor/Subcontractor at DISTRICT is subject to exclusion from service, in DISTRICT's sole discretion, until his or her criminal history record information can be obtained and reviewed by DISTRICT. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs**. Contractor/Subcontractor will not be permitted to view the criminal history record information obtained by DISTRICT.

(3) DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that DISTRICT will obtain all criminal history record information that relates to a covered employee through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that DISTRICT will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by DISTRICT through the procurement and/or contracting processes, to determine, in DISTRICT's sole discretion, whether any covered employee(s) should be prohibited from serving at DISTRICT. DISTRICT will notify Contractor/Subcontractor of its determination.

(4) If DISTRICT at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at DISTRICT, in DISTRICT's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by DISTRICT through the procurement and/or contracting processes, DISTRICT will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

Upon contract award and/or initiation of PO/contract from DISTRICT, the winning proposer/Contractor shall complete DISTRICT's "Waiver for Criminal History Record Information" form, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that DISTRICT may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

If, during the term of the contract with DISTRICT, Contractor/Subcontractor employs additional covered employees or assigns new covered employees to perform services at DISTRICT, Contractor shall immediately notify DISTRICT

and provide DISTRICT with all of the information listed in the preceding paragraph as to each additional covered employee, so that DISTRICT may obtain the additional covered employees' criminal history record information. If, during the term of the contract with DISTRICT, Contractor/Subcontractor ceases to employ a covered employee in connection with a DISTRICT contract, whose information was previously provided to DISTRICT, Contractor/Subcontractor shall immediately notify DISTRICT of the same and provide DISTRICT with each former covered employee's (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; and (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph, so that DISTRICT may unsubscribe from that individual's criminal history record.

If DISTRICT, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by DISTRICT through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at DISTRICT.

I also certify to DISTRICT (and, in the case of a Subcontractor, certify to Contractor and DISTRICT) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

**This is your electronic signature.

☐ OPTION A. None of the Employees - I hereby agree and certify.

☐ OPTION B. Some or All are Covered but CHRI requirements do not apply - I hereby agree and certify.

☐ OPTION C. Some or All Employees are Covered Employees - I hereby agree and certify

(Required: Check only one)

9 Conflict of Interest Disclosure Statement

McAllen Independent School District ("District") is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with DISTRICT or who seeks to do business with DISTRICT must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1. If the vendor has an employment or other business relationship with a local government officer of DISTRICT or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2. If the vendor has given a local government officer of DISTRICT, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3. If the vendor has a family relationship with a local government officer of DISTRICT.

- "*Vendor*" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).
- "*Business relationship*" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).
- *"Family relationship*" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).
- "*Local government officer*" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

**This is your electronic signature.

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

10 Confidential/Copyrighted Information

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

**This is your electronic signature.

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

11

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

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

A. Has its principal place of business in the State of Texas; OR
B. Employs at least 500 persons in the State of Texas
C. Principal place of business is not in the State of Texas.

**This is your electronic signature.

☐ A. Principal place of business is in Texas ☐ B. Principal place employs 500+ in Texas

☐ C. Principal place is NOT in Texas

(Required: Check only one)

12

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

Specify principal place of business (City/State).

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

**This is your electronic signature.

(Required: Maximum 4000 characters allowed)

13

Delinquent Taxpayers - Texas Education Code 44.044

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

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

**This is your electronic signature.

☐ I am not a delinquent taxpayer to McAllen ISD

☐ I am a delinquent taxpayer to McAllen ISD (your bid may be disqualified)

(Required: Check only one)

14

Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6)

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

[ ] I am an Active certified HUB vendor (upload HUB certificate in "Response Attachments" tab)
[ ] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
[ ] I am neither

**This is your electronic signature.

☐ I am an Active certified HUB vendor (upload HUB certificate)

☐ Small & Minority, Women's Business Enterprises, Labor Surplus Area Firms ☐ I am neither.

(Required: Check only one)

15 Prohibition on Contracts with Companies Boycotting Certain Energy Companies - Texas Government Code 2276

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Pursuant to TEX. GOV'T CODE Ch. 2276 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

**This is your electronic signature.

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

16 Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries - Texas Government Code 2274

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) DISTRICT has determined that Vendor is not a sole-source provider or DISTRICT has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**This is your electronic signature.

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

17 **Entities That Boycott Israel - Texas Government Code 2271**

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

Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term ''boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**This is your electronic signature.

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

18 **Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited - Texas Government Code 2252.152**

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 or 2252.153.

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

**This is your electronic signature.

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

19 **Listed Companies - Texas Government Code 2252.153**

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.

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

**This is your electronic signature.

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

20 **Exception - Texas Government Code 2252.154**

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.

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

**This is your electronic signature.

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

21 **Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure - Texas Government Code 2275**

DISTRICT is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by DISTRICT for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. The prohibition described applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. For purposes of this Agreement, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See TEX. GOV’T CODE § 2275.0101(2) of SB 1226 (87th leg.).

Vendor hereby verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**This is your electronic signature.

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

22 **Non-Collusion Statement**

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

**This is your electronic signature.

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

23 **Required Contract Provisions for Contracts for Non-Federal Entity / Recipient and Subrecipient Contracts under Federal Awards - Appendix II to 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by McAllen ISD (“DISTRICT”) for any contract resulting from this procurement process. McAllen ISD is the subgrantee or subrecipient by definition. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control.

In addition to other provisions required by the federal agency or recipient and subrecipient, all contracts made by the recipient or subrecipient under the Federal award must contain provisions covering the following, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between McAllen ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

Contractor/Sub-contractor agrees to comply with the following provisions.

**This is your electronic signature.

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

24

A. Contracts in Excess of $250,000

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

  Vendor has read the above and hereby certifies to comply.

**This is your electronic signature.

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

25

B. Contracts in Excess of $10,000

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

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

**This is your electronic signature.

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

26

C. 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."

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

**This is your electronic signature.

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

27

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by recipients or subrecipients 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 recipients or subrecipients 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 recipient or subrecipient 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 recipient or subrecipient must report all suspected or reported violations to the Federal awarding agency.

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

**This is your electronic signature.

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

28

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

Where applicable, all contracts awarded by the recipient or subrecipient 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 which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

**This is your electronic signature.

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

29

F. 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 subrecipient 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 subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

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

**This is your electronic signature.

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

30

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

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

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

**This is your electronic signature.

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

31

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

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

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

**This is your electronic signature.

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

32

I. 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 non-federal award.

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

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

    This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**This is your electronic signature.

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

33

J. Contract Cost and Price (2 C.F.R. § 200.324)

(a) The District must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted is dependent on the facts surrounding the particular procurement transaction, but as a starting point, the District must make independent estimates before receiving bids or proposals. (b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the District under Subpart E—Cost Principles of this part. The district may reference its own cost principles as long as they comply with the Federal cost principles. (c) “Cost plus a percentage of cost” and “percentage of construction costs” methods of contracting must not be used.

Vendor certifies and agrees to comply with all applicable requirements.

**This is your electronic signature.

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

34

K. Procurement of Recovered Materials (2 C.F.R. § 200.323)

When federal funds are expended by McAllen ISD, McAllen ISD 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

McAllen ISD and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

- Pursuant to Federal Rule (K) above, when federal funds are expended by McAllen ISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that (1) the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (K) above.

**This is your electronic signature.

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

35

L. Contracting with Small and Minority Businesses, Women's Business Enterprise, Veteran-Owned businesses, and Labor Surplus Area Firms (2 C.F.R § 200.321)

When federal funds are expended by McAllen ISD, Vendor must ensure that small business, minority businesses, women’s business enterprise, Veteran-Owned businesses, and labor surplus area firms (See U.S. Department of Labor’s list) are considered as set forth below.

Such consideration means: (1) these business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential resources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

**This is your electronic signature.

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

36

M. Never Contract with the Enemy (2 C.F.R. § 200.215)

When federal funds are expended by McAllen ISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 during the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, District will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is not an excluded entity under the System for Award Management (SAM) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The District has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

**This is your electronic signature.

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

37

N. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216)

The District, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (f) For additional information, see section 889 of Public Law 115-232 and § 200.471

Vendor certifies that they will not procure or obtain equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**This is your electronic signature.

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

38

O. Certification of Compliance with Whistleblower Protections (2 CFR § 200.217)

If vendor is a subrecipient of McAllen ISD, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Vendor certifies that they will inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

***This is your electronic signature.

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

39

P. Records Retention Requirements for Contracts Paid for with Federal Funds (2 C.F.R § 200.334)

When federal funds are expended by McAllen ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, for a **period of three (3) years** after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**This is your electronic signature.

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

40

Q. Record Retention Requirements for Contracts Paid for with U.S. Department of Agriculture (USDA) Funds (Child Nutrition)

When U.S. Department of Agriculture funds are expended by McAllen ISD, District is required to keep documentation related to school nutrition programs for **a minimum of five (5) Years.** When there is a conflict between USDA regulations and other regulations, District must follow USDA regulations. Vendor certifies that it will comply with the record retention requirements detailed in Texas Department of Agriculture/Food and Nutrition Division, Administrator's Reference Manual (ARM) /Section 17a, Procurement Procedures.

***This is your electronic signature.

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

41

R. Certification of Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts In Excess Of $100,000 of Federal Funds

When federal funds are expended by McAllen ISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

***This is your electronic signature.

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

42

S. Certification of Compliance with the Energy Policy and Conservation Act

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

***This is your electronic signature.

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

43

T. Certification of Compliance as a Responsible Contractor (2 C.F.R. § 200.318)

When federal funds are expended by McAllen ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

***This is your electronic signature.

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

44

U. Certification of Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322(a) and (b))

To the greatest extent practicable and consistent with law, McAllen ISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds.

Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.)

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**This is your electronic signature.

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

45 V. Certification of Domestic Certification of Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322(c))

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when McAllen ISD is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. "Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements"). The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to McAllen ISD and/or the awarding Federal agency.

***This is your electronic signature.

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

46 W. Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with School Nutrition Program (SNP) funds

The Buy American provision applies to all food purchases made with SNP funds. This provision requires CEs and third parties, acting on behalf of CEs, to purchase domestically grown and processed food to the maximum extent practicable. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Vendor hereby certifies and agrees that it is in compliance with all applicable provisions of the Buy American provisions applicable to food purchases.

**This is your electronic signature.

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

47

X. Certification of Access to Records (2 C.F.R. §200.337)

Vendor agrees that: (a) **Records of *recipients and subrecipients***. The Federal Agency or District, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives must have the right of access to any records of the recipient or subrecipient pertinent to the Federal award to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general; (b) ***Extraordinary and rare circumstances***. The recipient or subrecipient and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency; and (c) ***Expiration of right of access***. The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon recipients and subrecipients.

**This is your electronic signature.

☐ I have read and hereby certify.

(Required: Check all that apply)

48

Y. Certification of Applicability to Subcontractors

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

**This is your electronic signature.

☐ I have read and hereby certify.

(Required: Check all that apply)

49

Z. Copyright (2 C.F.R. § 200.315)

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

**This is your electronic signature.

☐ I have read and hereby certify.

(Required: Check if applicable)

50

AA. Professional Services Contracts with Federal Funds

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

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318-.327.
5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

**This is your electronic signature.

☐ I have read and hereby certify.

(Required: Check all that apply)

51

BB. Certification of Compliance with Other Federal Provisions

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

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

**This is your electronic signature.

☐ I have read and hereby certify.

(Required: Check all that apply)

52 Contractor Certification

Contractor certifies that the information listed above has been reviewed and the information furnished is true to the best of their knowledge. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certify compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

**This is your electronic signature.

☐ I have read and hereby certify.

(Required: Check all that apply)

53 Addendum

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

**This is your electronic signature.

☐ I have read and hereby acknowledge.

(Required: Check all that apply)

54 Legal Name of Bidding Firm / Entity

(Required: Maximum 1000 characters allowed)

55 Year Founded / Established

(Required: Numbers only)

56 Principal Office Address

Provide the physical street address, city, state, and zip code of the firm's headquarters or primary place of business.

(Required: Maximum 1000 characters allowed)

57 Authorized Representative / Primary Contact Person

(Required: Maximum 1000 characters allowed)

58 Authorized Representative / Primary Contact Person's Email

(Required: Email address)

59 Authorized Representative / Primary Contact Person's Phone Number

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

60 **Prescription Drug Benefit Experience - Number of Active School District Clients**

(Required: Numbers only)

61 **Prescription Drug Benefit Experience - Number of Active Non-School District Clients**

(Required: Numbers only)

62 **Upload a list of offices and facilities that would provide services under this contract to the "Response Attachments" tab.**

Upload a comprehensive directory of all corporate offices, dispensing facilities, call centers, and fulfillment locations that will directly support or provide services under this contract. Refer to Specifications & SOW 11.3.5.

- Company / Facility Name
- Physical Street Address *(City, State, ZIP Code)*
- Primary Phone Number
- Designated Contact Person Name
- Contact Person Title
- Email Address

63 **Provide three (3) different current client references of similar size and service type**

The District respects the privacy of all respondent's client lists, but we require the information for proper evaluation. Failure to provide client information may affect respondent in the evaluation process.

64 **Reference 1 - Client Name / Organization**

(Required: Maximum 1000 characters allowed)

65 **Reference 1 - Contact Person Name & Title**

(Required: Maximum 1000 characters allowed)

66 **Reference 1 - Contact Phone Number & Email Address**

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

67 **Reference 1 - Number of Covered Employees / Lives (Receiving Services)**

(Required: Numbers only)

68 **Reference 1 - Dates of Service / Contract Period**

(Required: Maximum 1000 characters allowed)

69 **Reference 2 - Client Name / Organization**

(Required: Maximum 1000 characters allowed)

70 **Reference 2 - Contact Person Name & Title**

(Required: Maximum 1000 characters allowed)

71 **Reference 2 - Contact Phone Number & Email Address**

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

72 **Reference 2 - Number of Covered Employees / Lives (Receiving Services)**

(Required: Numbers only)

73 **Reference 2 - Dates of Service / Contract Period**

(Required: Maximum 1000 characters allowed)

74 **Reference 3 - Client Name / Organization**

(Required: Maximum 1000 characters allowed)

75 **Reference 3 - Contact Person Name & Title**

(Required: Maximum 1000 characters allowed)

76 **Reference 3 - Contact Phone Number & Email Address**

(__ __ __) __ __ __ - __ __ __ __ ext:

(Required)

77 **Reference 3 - Number of Covered Employees / Lives (Receiving Services)**

(Required: Numbers only)

78 **Reference 3 - Dates of Service / Contract Period**

(Required: Maximum 1000 characters allowed)

79 **NOTE**

If any of the following questions are not applicable, respond with N/A.

80 **SERVICES**

81 **Does your proposed pricing include access to real-time claims adjudication tracking software at no additional cost to the client?**

☐ Yes ☐ No
(Required: Check only one)

82 **Real-Time Claims Adjudication Software Costs**

If an additional charge applies for access to real-time claims adjudication tracking software, state the exact licensing fee structure (e.g., Per Member Per Month, annual licensing fee, or flat fee).

(Optional: Maximum 1000 characters allowed)

83 **Does your proposal utilize a fully transparent pass-through pricing model?**

The District prefers a transparent pass-through pricing model. Proposals utilizing this model will receive maximum preference during evaluation.

☐ Yes ☐ No
(Required: Check only one)

84 **Alternative Pricing Model Explanation**

If you answered "No" to the transparent pass-through pricing model above in Bid Attribute 83, provide a detailed description of your proposed service and pricing model.

(Optional: Maximum 1000 characters allowed)

85 **The vendor certifies that the District will not be required to pay any additional fees, costs, or expenses other than those expressly outlined in the proposal response.**

**This is your electronic signature.

☐ I acknowledge I have read, understand, and agree.
(Required: Check if applicable)

86 **Cold Chain Capabilities**

Do you provide temperature-controlled, cool, and cold chain medication dispensing and delivery services?

☐ Yes ☐ No
(Required: Check only one)

87 **Shipping & Transport Methods**

Describe your shipment methods for cool and cold chain medications, including carrier selection, delivery speed options, and overnight transport protocols.

(Required: Maximum 1000 characters allowed)

88 **Packaging Standards & Handling Instructions**

Describe your packaging standards and special handling instructions for cold chain shipments, including insulation types, gel pack/refrigerant placement, and exterior warning labels.

(Required: Maximum 1000 characters allowed)

89 **Temperature Safeguarding & Monitoring Equipment**

Describe the equipment and processes used to safeguard medication temperatures during storage, transit, and delivery.

(Required: Maximum 1000 characters allowed)

90 **Reusable Container & Shipping Return Protocols**

Outline the return requirements and protocols for specialized cold chain containers, totes, or monitoring equipment, including whether return shipping labels and reusable totes are provided to members at no additional cost.

(Required: Maximum 1000 characters allowed)

91 **Additional Cold Chain Specifications**

Provide any additional relevant information regarding your cold chain capabilities, disaster recovery protocols for power/refrigeration outages, or cold chain quality assurance metrics.

(Required: Maximum 1000 characters allowed)

92 **Third-Party Audit Authorization**

Will the Respondent agree to contractual provisions allowing the District full rights to audit all obligations, financial records, pricing, rebates, and performance metrics under the resulting agreement?

Failure to grant full third-party audit rights may result in disqualification of the proposal.

☐ Yes ☐ No

(Required: Check only one)

93 **Selection of Independent Auditor**

Will the District retain sole discretion in selecting the independent third-party auditor for any audits conducted under this agreement?

☐ Yes ☐ No

(Required: Check only one)

94 **Litigation History (Past five (5) Years)**

Has the bidding entity, its parent company, or any affiliated subsidiaries been a party to or named as a defendant in any state, federal civil, or criminal lawsuit within the preceding five (5) years?

☐ Yes ☐ No

(Required: Check only one)

95 **If answered "Yes" to Bid Attribute 94, provide a complete schedule of each lawsuit**

Include:

- Case style / Case name (Plaintiff v. Defendant)
- Case/Docket number
- Court jurisdiction (State/Federal & County/District)
- Primary subject matter or allegations
- Final disposition, judgment, or current status

(Optional: Maximum 1000 characters allowed)

96 **Pending Administrative & Regulatory Claims**

Are there any unresolved claims, enforcement actions, or administrative proceedings currently pending against your organization before any local, state, or federal agency?

☐ Yes ☐ No

(Required: Check only one)

97 **If answered "Yes" to Bid Attribute 96, provide a full description of each pending matter**

Include:

- The regulatory agency
- Filing date
- Nature of the claim
- Current status

(Optional: Maximum 1000 characters allowed)

98 **Pricing Guarantee Period**

For what specific period of time are all proposed costs, fees, discounts, and guarantees locked and guaranteed?

(Required: Maximum 1000 characters allowed)

99 **District Rebate Pass-Through Participation**

Will the District retain any portion of the manufacturer rebates, administrative fees, or manufacturer concessions collected under this contract?

☐ Yes ☐ No

(Required: Check only one)

100 **If answered "Yes" to Bid Attribute 99**

State the exact percentage of total rebates/concessions retained by the District versus the percentage retained by your firm.

(Optional: Maximum 1000 characters allowed)

101 **Direct Billing Compliance**

Your firm agrees to bill the District directly for all plan costs without utilizing third-party billing intermediaries.

☐ Yes ☐ No

(Required: Check only one)

102 **Allocation of Dispensing & Delivery Costs**

How are the costs associated with prescription dispensing fees, packaging, and mail-order delivery allocated?

☐ Fully Covered by Vendor ☐ Paid by the Member ☐ Both (Company & Member)

(Required: Check only one)

103 **Dispensing & Shipping Fee Explanation**

Provide a detailed explanation of your response to Bid Attribute 102. Explicitly state any shipping fees, expedited delivery surcharges, or dispensing fee structures charged to either the District or plan members.

(Required: Maximum 1000 characters allowed)

104 **Administrative Fees**

Are there any administrative fees, account management charges, implementation fees, or platform usage costs associated with your services?

☐ Yes ☐ No

(Required: Check only one)

105 **If answered "Yes" to Bid Attribute 104**

Provide a complete, itemized description of all administrative costs, including the specific fee structure (e.g., Per Member Per Month, flat monthly fee, or per-claim fee).

(Optional: Maximum 1000 characters allowed)

106 **Three-Year Rate Lock Guarantee**

Are all proposed administrative fees and unit costs fully guaranteed for a minimum period of three (3) consecutive years from contract execution?

☐ Yes ☐ No

(Required: Check only one)

107 **If answered "No" to Bid Attribute 106**

Can your firm guarantee all proposed administrative fees and costs for a minimum of two (2) consecutive years? If no, state the maximum length of time your pricing can be locked.

(Optional: Maximum 1000 characters allowed)

108 **Comprehensive Schedule of Fees and Charges**

Provide a complete, itemized schedule of all fees, rates, and pass-through costs that could potentially be billed to the District under this contract.

(Required: Maximum 1000 characters allowed)

109 **Electronic Payment & Wire Transfer Procedures**

Describe your firm's policies, security protocols, and operational procedures for receiving wire transfers and Electronic Funds Transfers (EFT) for invoice settlements.

(Required: Maximum 1000 characters allowed)

110 **Corporate Bankruptcy History (Past seven (7) Years)**

Has the bidding business entity (or any parent, subsidiary, or predecessor company) filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge of debt under U.S. Bankruptcy Laws within the preceding seven (7) years?

☐ Yes ☐ No

(Required: Check only one)

111 **If answered "Yes" to Bid Attribute 110**

State the specific court jurisdiction (State/District), case number(s), filing date, Chapter filed under (e.g., Chapter 7 or Chapter 11), and current status or disposition.

(Optional: Maximum 1000 characters allowed)

112 **Ownership & Executive Bankruptcy History (Past seven (7) Years)**

Has any current owner, principal officer, general partner, or managing member of the bidding entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge of debt under U.S. Bankruptcy Laws within the preceding seven (7) years?

☐ Yes ☐ No

(Optional: Check only one)

113

If answered "Yes" to Bid Attribute 112

Identify the individual by name, title, court jurisdiction (State/District), case number(s), filing date, and current status or disposition.

(Optional: Maximum 1000 characters allowed)

114

United States Food and Drug Administration - Warning Letters or Other Notifications

Has your organization received any **warning letters** or **other notifications** from the United States Food and Drug Administration related to introduction of drugs into interstate commerce in **violation of sections** 301(a), 301(d), and 505(a) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) [21 U.S.C. §§ 331(a), 331(d), and 355(a)]?

☐ Yes ☐ No

(Required: Check only one)

115

If answered "Yes" to Bid Attribute 114

Provide a complete narrative detailing:

- The date and specific nature of each FDA notification or Warning Letter.
- The specific drug products or facilities cited.
- Your firm's formal response, corrective action plan, and current regulatory resolution status with the FDA.

(Optional: Maximum 1000 characters allowed)

116

Minimum Quality Assurance Standards (Refer to Attachments tab)

The Vendor agrees to comply with, and certify that they meet, all Minimum Quality Assurance Standards. Refer to Specifications and SOW 11.4.1.10 and Attachment B.

☐ **I have read and hereby certify.

☐ **No, unable to certify.

(Required: Check all that apply)

117

If answered "No" to Bid Attribute 116

Provide a comprehensive list of all requested exceptions, deviations, or clarifications regarding the Minimum Quality Assurance Standards outlined in Attachment B.

(Optional: Maximum 1000 characters allowed)

118

Formulary & Unit Price Crosswalk File

Will your firm provide a comprehensive formulary file of all covered medications, including 11-digit National Drug Code (NDC) crosswalks, drug classifications, package sizes, and corresponding unit prices, in an electronic format requested by the District?

☐ Yes ☐ No

(Required: Check only one)

119

If answered "No" to Bid Attribute 118

Provide a detailed explanation of any limitations, alternate data formats, or requested exceptions regarding the formulary and NDC pricing file.

(Optional: Maximum 1000 characters allowed)

120

Prescription Utilization & Billing Data File

Will your firm provide a detailed prescription utilization data file containing itemized claim-level details for all prescriptions filled on behalf of plan members with each billing invoice, as well as on a monthly, quarterly, and annual basis at no additional charge?

☐ Yes ☐ No

(Required: Check only one)

121

If answered "No" to Bid Attribute 120

Provide a detailed explanation of any limitations, alternate delivery schedules, or requested exceptions regarding prescription utilization data reporting.

(Optional: Maximum 1000 characters allowed)

122

Eligibility File Acceptance

Is the Respondent capable of receiving and processing automated electronic eligibility files for active District members and covered dependents?

☐ Yes ☐ No

(Required: Check only one)

123

If answered "Yes" to Bid Attribute 122

Detail your minimum file layout requirements, data transfer protocols, required data fields, and standard processing frequency (e.g., daily, weekly).

(Optional: Maximum 1000 characters allowed)

124

International Drug Sourcing / Personal Importation Programs

Does your firm offer or partner with an international prescription sourcing or personal importation program for select brand-name, maintenance, or specialty medications (e.g. Trulicity) that may be available in foreign markets at different dosages or lower net costs?

☐ Yes ☐ No

(Required: Check only one)

125

If answered "Yes" to Bid Attribute 124

Provide a comprehensive list of all eligible international medications, sourcing countries, dispensing mechanisms, member copay savings, and safety compliance protocols.

(Optional: Maximum 1000 characters allowed)

126

Member Implementation & Enrollment Process

Describe your end-to-end enrollment and onboarding process for District members. Include timelines for initial data loading, welcome kit mailings, ID card distribution, and transition protocols for members with active, ongoing prescriptions or prior authorizations.

(Required: Maximum 1000 characters allowed)

127

Member Communications, Technology & Customer Service

Provide a comprehensive description of your member communication channels, support capabilities, and digital features, specifically addressing:
• Customer Service Center: Operating hours, toll-free support numbers, call center locations, average speed to answer, and multi-lingual/TTY capabilities.
• Member Communications: Written campaigns, welcome kits, electronic notifications (email/SMS), and formulary change notices.
• Digital & Mobile Platforms: Online member portal features and mobile application functionality (e.g., real-time drug pricing tools, pharmacy locators, digital ID cards, claims history, and refill requests).

(Required: Maximum 4000 characters allowed)

128

Minimum Formulary Drug List Compliance (Refer to Attachments tab)

Does your proposed drug list include all medications listed in **Attachment C (Formulary Drug List)** at a minimum? Refer to Specifications and SOW 11.1.

☐ Yes ☐ No

(Required: Check only one)

129

If answered "No" to Bid Attribute 128

List the specific medications from Attachment C that are excluded or restricted, along with any proposed substitutions or clarifications.

(Optional: Maximum 1000 characters allowed)

130

District Right to Modify Formulary

Does the Respondent acknowledge and agree that the District retains sole authority and discretion to modify, add, or remove medications from the covered formulary throughout the contract term?

☐ **I confirm and agree.

☐ **I do not confirm and agree.

(Required: Check all that apply)

131 **If answered "No" to Bid Attribute 130**

Provide a detailed explanation of any limitations, restrictions, or required notice periods regarding District-directed formulary updates.

(Optional: Maximum 1000 characters allowed)

Bid Lines

1 **Package Header**

Humira Pen Pnkt 40 MG/0.8ML or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

- [ ] No bid
- [ ] Alternate specification *(Attach separate sheet)*
- [ ] Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

1.1 Ingredient Cost
(Response required)

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

Supplier Notes:

- [ ] No bid
- [ ] Additional notes *(Attach separate sheet)*

1.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

2 Package Header

Ozempic (0.25 or 0.5 MG/Dose) or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

2.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

2.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

3 Package Header

Ozempic (1 MG/Dose) Soph 4 MG/3ML or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

3.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

3.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

4 Package Header

Farxiga Tabs 10 MG or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

4.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

4.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

5 Package Header

Farxiga Tabs 5 MG or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

5.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

5.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

6 Package Header

TREMFYA ONE-PRESS 100 MG/ML or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

6.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

6.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

7 Package Header

Trulicity Sopn 1.5 MG/0.5 ML or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

7.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

7.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

8 Package Header

Trulicity Sopn 0.75 MG/0.5 ML or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

8.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

8.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

9 Package Header

Jardiance Tabs 10 MG or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

9.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

9.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

10 **Package Header**

Jardiance Tabs 25 MG or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

10.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

10.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

11

Package Header

Xigduo XR TB24 5-1000 MG or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

11.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

11.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

1 2

Package Header

Xigduo XR TB24 10-1000 MG or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

12.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

12.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

13 **Package Header**

Enbrel Sosy 50 MG/ML or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

13.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

13.2 Dispensing Fee
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

14 **Package Header**

Januvia Tabs 100 MG or equal

Quantity: 1 UOM: EA Total: $

Supplier Notes:

☐ No bid
☐ Alternate specification *(Attach separate sheet)*
☐ Additional notes *(Attach separate sheet)*

Package Attributes

1. Metric Quantity

(Required: Maximum 1000 characters allowed)

2. Day Supply

(Required: Maximum 1000 characters allowed)

3. National Drug Code

(Required: Maximum 1000 characters allowed)

Package Items

14.1 Ingredient Cost
(Response required)

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

Supplier Notes:

☐ No bid
☐ Additional notes *(Attach separate sheet)*

14.2 Dispensing Fee
(Response required)

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

Supplier Notes: _____

_____

☐ No bid

☐ Additional notes
(Attach separate sheet)

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Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

_____

_____

_____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

_____

_____

_____

_____

_____

_____

_____

_____

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

_____ _____

Print Name *Signature*

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McALLEN INDEPENDENT SCHOOL DISTRICT

Request for Proposal No. 2027-1010 – Personal Importation Mail Order Prescription Program

Specifications and Scope of Work

1.0 BACKGROUND

McAllen Independent School District (the "District") is a multicultural community of nearly 20,000 students. The District is an inclusive community where all students are empowered to reach their full potential. The District covers thirty-three (33) square miles and employs approximately 3,300 staff. The District has thirty-one (31) campuses, including eighteen (18) elementary schools, six (6) middle schools, three (3) comprehensive high schools, and four (4) specialty campuses.

Officers of the District are:

Lucia Regalado, President
Robert J. Carreon, Vice-President
Roberto A. Haddad, Secretary
Erica de la Garza-Lopez, Trustee
Dr. Elizabeth Kittleman, Trustee
Sofia M. Peña, Trustee
Aaron D. Rivera, Trustee
Dr. René Gutiérrez, Superintendent

2.0 INTENT

It is the intent of the District, through this Request for Proposal ("RFP"), to select respondent(s) ("Respondent"), offering the best value for the purchase of personal prescription drugs through an importation mail order program.

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 cause a Respondent to be disqualified.

4.0 TERM AND TERMINATION OF AGREEMENT

The period of the contract ("Contract") resulting from this RFP will be for a term of three (3) years at a fixed rate.

4.1 Absent a fixed three (3) year term rate agreement, the District will accept a term agreement for one (1) year with the option to renew for up to two (2) additional, one (1) year terms, subject to favorable renewal rates and terms at the expiration of each twelve (12) month term.

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

4.3 **Termination with Cause.**

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

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

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

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

4.3.1.4 In addition, if the Respondent commits a material breach of any of the terms of this Contract, other than those listed in subsections 4.3.1.1 through 4.3.1.3 above,

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District may terminate this Contract upon no less than thirty (30) days' written notice.

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

5.0 PRICING, INVOICING AND PAYMENT

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

6.0 RE-SOLICIT

The District has the right to reject all responses, re-solicit if only one response is received by the deadline, or to extend the **RFP response** deadline.

REFERENCES

7.0 Respondent shall submit a minimum of three (3) different current client references of similar size and service type. References must complete the "District Reference Form" (Refer to Attachments tab).

8.0 EVALUATION CRITERIA

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

8.1 the purchase price;
8.2 the reputation of the vendor and of the vendor's goods or services;
8.3 the quality of the vendor's goods or services;
8.4 the extent to which the goods or services meet the District's needs;
8.5 the vendor's past relationship with the District;
8.6 the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses in accordance with Texas Education Code 44.031(b)(6) or Veteran-Owned Businesses;
8.7 the total long-term cost to the District to acquire the vendor's goods or services;
8.8 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:
  8.8.1 has its principal place of business in this state; or
  8.8.2 employs at least 500 persons in this state; and
8.9 any other relevant factor specifically listed in the request for proposals.

Refer to Attachment "A" for weights.

9.0 EVALUATION COMMITTEE.

The evaluation committee comprised of Lorena Garcia, Deputy Superintendent for Business & Operations; Dr. Albert Canales, Chief Human Resources Officer; Karina Perez, Director of Employee Benefits, Safety, & Risk Management; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Mariza Malm, Senior Buyer, will evaluate the RFP and recommend the successful vendor(s). The District may consult with an outside consultant on submittals.

10.0 COMMUNICATION WITH DISTRICT PERSONNEL

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

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disqualification at the discretion of the District. All questions must be posted on the Questions tab.

11.0 SCOPE OF WORK

The District is soliciting proposals for prescription pharmaceuticals mail order services for District's employees and eligible dependents (the "Members") that are part of a personal importation mail order prescription program.

11.1 Pharmaceuticals requested under the RFP shall include the medications on **Attachment C Formulary Drug List** (refer to Attachments tab and see Bid Attribute 128) initially, but are not limited to, and may be subject to change based on plan utilization, cost shifts in the market, dosage changes, etc.

11.2 Evidence of authorized Member eligibility of personal importation mail order prescription program will include a drug discount card or evidence of authorized eligibility, issued directly by the District or by the District's third party pharmacy benefits manager.

11.3 Respondents shall:

- **11.3.1** Ensure all pharmaceuticals follow current Food and Drug Administration ("FDA") regulations.
- **11.3.2** Upload a complete list of countries with participating pharmacies (refer to response attachments tab).
- **11.3.3** Upload a sample of Respondent's standard monthly reporting package (refer to response attachments tab).
- **11.3.4** Upload the audited financial statement for the preceding fiscal year (refer to response attachments tab).
- **11.3.5** Upload a list of offices and facilities that would provide services under this contract. (refer to response attachments tab and see bid attribute 62).

11.4 Awarded Respondent shall:

- **11.4.1** Collaborate with awarded third party pharmacy benefits manager by:
  - **11.4.1.1** Providing monthly electronic files of members to third party pharmacy benefits manager.
  - **11.4.1.2** Sending weekly letters, on the District's letterhead, to members who have used a U.S.-based pharmacy to obtain a medication that is available through third party pharmacy benefits manager, with information on how to access third party pharmacy benefits manager services and member's copay savings.
  - **11.4.1.3** Incorporate claims from Awarded Respondent into pharmacy benefits manager data warehouse to support clinical programs.
  - **11.4.1.4** Include claims from third party pharmacy benefits manager in summary financial reports on a monthly basis.
  - **11.4.1.5** Awarded Respondent shall provide information directly to third party pharmacy benefits manager.
  - **11.4.1.6** Accepting a monthly file from third party pharmacy benefits manager of all medications filled for the members.
  - **11.4.1.7** Work with District and District's Pharmacy Benefit Manager to develop a revolving formulary of various pharmaceuticals that provide the most competitive pricing for the members.
  - **11.4.1.8** Ensure that the **proposed** pharmaceutical price in U.S. dollars shall **only** be increased or decreased to reflect the following:
    - **11.4.1.8.1** global currency fluctuations; and
    - **11.4.1.8.2** price increases or decreases by the manufacturer and/or distributor for the cost of the pharmaceutical(s).
  - **11.4.1.9** Arrange for the supply of those pharmaceuticals to the members with a valid prescription from their United States ("U.S.") attending physician.

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11.4.1.10 Provide pharmaceuticals that meet quality assurance standards. The District's preferred quality assurance standards are outlined in Attachment B Minimum Quality Assurance Standards. (refer to Attachments tab and Bid Attribute 116).

11.4.1.11 Provide a list to the District of the fulfilled pharmaceuticals, including prices, in U.S. dollars, upon request.

11.4.1.12 Make available, upon request, the listed price in U.S. dollars of any handling and delivery costs incurred by the pharmacy with respect to the shipment of the pharmaceuticals to the members.

11.4.1.13 Prepare and submit, monthly, a detailed invoice for all pharmaceuticals purchased by the members to the District.

12.0 AWARD INFORMATION

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

13.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

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

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Attachment A
Evaluation Criteria
RFP No. 2027-1010 Personal Importation Mail Order Prescription Program

No.	Criteria	Max. Pts. 100
	Total Points	**100**
1	**Price**	**12**
2	**Reputation of the vendor and of the vendor's goods or services**	**6**
3	**The quality of the vendor's goods or services**	**10**
4	**The extent to which the goods or services meet District's needs**	**38**
5	**Past Relationship with District**	**2**
6	**HUB (TEC 44.031(b)(6)) or Veteran-Owned Businesses**	**0**
	N/A	
7	**Total long-term cost to the district to acquire the vendor's goods or services**	**30**
8	**Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state**	**1**
9	**Any other relevant factor specifically listed in the request for bids or proposals.**	**1**

Any item with zero (0) points will not be included in the total maximum evaluation points for consideration. Only when a value is assigned to the above criteria is it utilized and applied. Historically Under-Utilized Businesses (HUB), women minority, small, disadvantaged businesses selection criteria are excluded; District does not have HUB utilization goals.

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Attachment B
Minimum Quality Assurance Standards

- All prescription drug products shipped through Vendor supply chains meet or exceed all safety concerns that have been addressed by the Food and Drug Administration (“FDA”).
- The Active Pharmaceutical Ingredients (“API”) of any product being sourced internationally are comparable to the United States (“U.S.”) FDA version. Vendor uses the following ways and means to demonstrate similarity:
    - Vendor warrants that it only ships drugs whose product monograph is substantially similar to the FDA approved version of that particular product monograph. The chemical name, chemical description, empirical formula, molecular weight, and the molecule of the active pharmaceutical ingredient, are identical but may be shown in different areas of the product monograph. Drug manufacturers are required by the regulatory bodies in each country to attest to the monographs annually and produce a monograph in every country that the particular drug is sold in.
    - Vendor only sources drug products from Good Manufacturing Process (“GMP”) countries whose regulatory environments are comparable to, or more robust than, the U.S.
    - Vendor warrants that it only ships drug products when purity and dissolution tests confirm absolute similarity based on the standards set by the United States Pharmacopeia (“USP”). To determine whether a particular drug meets this expectation, Vendor shall contract with an approved Good Laboratory Practices (“GLP”) certified prescription drug testing lab to test FDA approved drugs compared to their locally regulated and approved international counterparts.
    - Vendor affirms that all prescription medications shipped will only be manufactured in accordance with FDA manufacturing standards in facilities that maintain the designation, "FDA Approved Manufacturing Facility."
    - Vendor assures that prescriptions dispensed through Vendor and Vendor networks are labeled similarly to those dispensed in the US.
    - Vendor network is fully Health Insurance Portability and Accountability Act (“HIPAA”) compliant.
    - Utilizing Drug Utilization Reviews (“DUR”) at multiple points, a pharmacy administration management system and the dispensing pharmacist will red flag a contraindicated medication after reviewing a patient's drug history and current drug profile. Both the U.S. attending physician and the local dispensing pharmacist must complete a DUR process prior to prescribing or dispensing a drug to a patient.
- Multilingual phone support to eligible Members will be provided through a call center during U.S. business days and standard business hours, at a minimum.
- Members will be advised of potential prescription or non-prescription drug reactions, interactions, and adverse side effects or appropriate precautions, based on current information available to the dispensing pharmacist at the time the prescription is fulfilled. If available, a drug information sheet will be provided with every prescription fulfilled through the Vendor Network to the covered Members.
- Members and/or the U.S. attending physician will be contacted when a prescription item may be unduly delayed. In the event a delay occurs, the employee could obtain a limited quantity short-fill prescription through a local pharmacy.
- Vendor will create and maintain full medication profiles for all Members.
- Vendor will conduct both retrospective and prospective DUR’s including current non-prescription/over the counter ("OTC") medications and for herbal or nutraceutical type preparations, prior to dispensing the prescribed pharmaceutical medication.
- Vendor will ensure that all pharmaceuticals are maintained in accordance with appropriate temperature, light, and humidity standards, during warehousing, shipping, and storage, by our fully licensed regulated licensed pharmacy networks.
- Vendor will notify Members of any relevant prescription drug recalls, or any regulatory alerts associated with any prescription drug fulfillments.
- Requirements for the fulfillment of pharmaceuticals will be anticipated on a best effort basis to secure adequate inventory of such pharmaceuticals for Member on a timely basis. Vendor will always utilize the most cost-effective and competitive shipping rates.
- Vendor participating pharmacy networks will always maintain fully secure supply chains, warehousing, and retail pharmacy facilities.
- Vendor will ensure that all legal, regulatory, and other relevant documentation, including customs declarations to allow for the personal importation of the pharmaceuticals by the Member in to the U.S. diligently prepared, stored, and forwarded with all fulfilled prescription drug products
- Vendor will maintain Member confidentiality, protect Member identity and safeguard Member participant specific personal health information in order to meet and/or exceed both domestic and international privacy legislation guidelines.
- Any access to a Member profile is limited to authorized personnel only including the pharmacies/pharmacists/call center personnel and other designated Vendor contractors, employees, the Member who owns the personal health information, and the U.S. attending physician.

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Attachment C

Formulary Drug List

APTIOM	NOVOLOG
BENLYSTA	NURTEC
BREO ELLIPTA	OLUMIANT
BREZTRI AEROSPHERE	OTEZLA
Cimzia	Ozempic
CREON	QULIPTA
DOVATO	REXULTI
ELIQUIS	RINVOQ
ENBREL SURECLICK	RYBELSUS
ENTRESTO	SOOLANTRA
ERLEADA	SYMTUZA
FARXIGA	SYNJARDY
GLYXAMBI	TAGRISSO
HUMALOG KWIKPEN	TALTZ
HUMALOG MIX 75/25 KWIKPEN	TIVICAY
Humira	TRELEGY ELLIPTA
JANUMET	TREMFYA ONE-PRESS
JANUMET XR	TRESIBA FLEXTOUCH
JANUVIA	TRINTELLIX
JARDIANCE	TRULICITY
JULUCA	UBRELVY
KERENDIA	VELPHORO
KESIMPTA	XARELTO
LINZESS	XIGDUO XR
MYRBETRIQ	XIIDRA

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LAURA WILLIAMS
Director of Purchasing Services

ADDENDUM # 1

McAllen Independent School District is providing the following clarification(s) and/or modification(s) to the referenced project. This information is to be considered a part of the solicitation documents.

September 3, 2026

RE: Request for Proposal 2027-1010 Personal Importation Mail Order Prescription Program

Please note the following changes for the referenced project.

1. The deadlines listed below have been revised as follows:
   Close Deadline: ~~09/04/2026 10:00:00 AM (CT)~~ 09/18/2026 10:00 AM (CT)
   Questions Deadline: ~~09/01/2026 10:00:00 AM (CT)~~ 09/15/2026 10:00 AM (CT)

NOTE: Vendors are responsible for viewing Ionwave regularly to ensure that no addenda or additional information have been issued for the solicitation.

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LAURA WILLIAMS
Director of Purchasing Services

ADDENDUM #2

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.

September 17, 2026

RE: Request for Proposal 2027-1010 Personal Importation Mail Order Prescription Program

Please note the following changes for the referenced project.

1. The deadlines listed below have been revised as follows:

   Close Deadline: ~~09/18/2026 10:00 AM (CT)~~ 09/25/2026 10:00 AM (CT)

   Questions Deadline: ~~09/15/2026 10:00 AM (CT)~~ 09/22/2026 10:00 AM (CT)

NOTE: Vendors are responsible for viewing Ionwave regularly to ensure that no addenda or additional information have been issued for the solicitation.

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

1. Proposer Guarantee:
   - 1.1 Proposer agrees to comply with all terms and conditions contained in this document and the RFP.
   - 1.2 Proposal must comply with all federal, state, county, and local laws concerning these types of goods/services.
   - 1.3 Proposer guarantees products/services offered will meet or exceed the written specifications identified in the RFP.
   - 1.4 Proposer agrees to protect the District from claims involving infringement of patents or copyrights.
   - 1.5 Minimum Standards for Responsible Prospective Proposers: The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective Proposer must affirmatively demonstrate Proposer's responsibility. The District may request representation and other information sufficient to determine Proposer's ability to meet the following minimum standards:
     - 1.5.1 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in district, state, or federal procurements or contracts;
     - 1.5.2 are not identified in the "Debarment and Suspension" issued by the General Services Administration;
     - 1.5.3 have adequate financial resources, or the ability to obtain such resources as required;
     - 1.5.4 be able to comply with the required or proposed delivery schedule;
     - 1.5.5 have a satisfactory record of performance;
     - 1.5.6 have a satisfactory record of integrity and ethics;
     - 1.5.7 be otherwise qualified and eligible to receive an award.
   - 1.6 Contract: This proposal, when properly accepted by the District, shall constitute a contract equally binding between the awarded Proposer and the District. Different or additional contractual terms may become a part of this contract.
   - 1.7 Conflict of Interest: Any purchase order of contract resulting from this process shall be considered null and void if the awarded Proposer fails to comply with Section 1, Subtitle C, Title 5, Local Government Code Chapter 176: Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information, specifically Sec. 176.006: Disclosure Requirements for Contractors and Other Persons; Conflict of Interest Questionnaire Form CIQ.
   - 1.8 Criminal History Record Information Review: Proposer agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. Proposer, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. Proposer agrees to certify the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. Proposer agrees that if awarded a contract, Proposer will provide to the District a list of names of all of their employees and any subcontractor's employees before commencing any services. Proposer further agrees to provide written notice of any new employees and any new subcontractor's employees to the District immediately after employment. Proposer further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.
   - 1.9 Entities Certification regarding Boycotting of Israel & Prohibition on Contracts with Certain Companies Engaged in Business with Iran, Sudan, Or Foreign Terrorist Organization and Listed Companies - Govt Code 808 (HB89) and Govt Code 2252 (SB252): Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies of services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.
   - 1.10 Form 1295: Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1,46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the District before Proposer may enter into a contract with that business entity. Form must be completed online. If this is your first time accessing the Texas Ethics Commission (TEC), you will be required to create an account and establish a username and password. This will require you to have a valid email address and know your email username and password as you will be required to access your email to validate your identity. After creating a username and password at TEC, you will log in and begin completing Form 1295. Completing Form 1295 will require a contract number, which identifies and ties the form to the District's contract number, which is the assigned RFP No. for this solicitation.
     How to complete Form 1295:
     - Go to website: https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php
     - Enter Required information
     - Print form
     - Submit with proposal
   - 1.11 Campus Visitation Procedures: If Proposer is awarded a contract which requires on-site visit, Proposer must first report to the front office and must be prepared to present a valid driver's license for clearance through the District's security system.
   - 1.12 Representations: Proposer represents that the products/services provided by Proposer hereunder shall conform to the representations of same as represented and described in the Attachments. Notwithstanding anything to the contrary herein, if for any reason the District determines in its sole discretion that part or all of such products/services fail to meet the expectations of the District, the District may on ten (10) days' notice terminates this Contract and receive the pro-rata portion of the contract sum paid to Proposer by the District for the unexpired term of the Contract.
   - 1.13 Proposer, in submitting this proposal, agrees that the District shall not be liable to prosecution for damages in the event that the District declares Proposer in default.
   - 1.14 Purchases made for school use are exempt from the state sales tax and federal excise tax. Do not include these taxes in your proposal. Both unit prices and extension must be submitted. Unit prices shall govern.
   - 1.15 Adherence to Specifications and Anti-Collusion: Proposer is responsible for reading the instructions and specifications to Proposer. Each Proposer, by making his proposal, represents that he has read and understands the proposal documents and his proposal is made in accordance therewith. Signing this proposal affirms that your company will enter into a binding contract with the District for products/services awarded to your company. Proposer, by signing and executing this proposal, certifies and represents to the District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by §1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; Proposer

also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the District concerning this proposal on the basis of any consideration not authorized by law; Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal.

1.16 Bid Guarantee: Bid bonds may be required for certain bids/proposals in excess of $25,000, if stated in the RFP. A bid guarantee will be submitted in the form of a bid bond, postal money order, certified check, or cashier's check in an amount not less than 5% of the total maximum amount bid/proposed, payable without recourse to McAllen Independent School District. Failure to furnish a bid guarantee in the proper form and amount by the time set for opening may be cause for rejection of the proposal. If the awarded Proposer, upon acceptance of his proposal by the District within the period specified therein for acceptance, fails to execute such further contractual documents, if any, and give such bond(s) (i.e., performance bonds, payment bonds, delivery, etc.) as may be required within the time specified (ten days if no period is specified) after receipt of the forms by him, then he shall be liable for any cost of procuring the work which exceeds the amount of his proposal, and the bid guarantee shall be available toward offsetting such difference.

1.17 Performance and Payment Bonds: Payment bonds are required on construction projects costing $25,000 or more. Performance bonds are required on construction projects costing $100,000 or more. Payment and Performance bonds may be required for projects other than construction, if stated in the RFP. When a performance or payment bond is required, the amount shall be 100% of the contract amount.

1.17.1 Any required bond(s) must be filed with the District within 10 days from the date of the NOA.

1.17.2 Payment and performance bonds must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

1.17.3 Bonds may be executed only by a surety company that is authorized and admitted to write surety bonds in the State of Texas.

1.17.4 A separate performance or payment bond MUST be provided for each contract awarded and must reference the contract number(s) for which the bond is provided.

1.17.5 All references to the bond by Proposer and/or surety companies must reference the contract number in lieu of or in addition to the bonding company's number, and the effective dates of the contract.

1.17.6 Bonds and other forms of surety must be made payable to McAllen Independent School District. Bonds in excess of $100,000 must be from a surety that holds a Certificate of Authority from the United States Department of Treasury or have reinsurance for liability in excess of $100,000 from a United States Treasury listed reinsurer.

2. General Provisions:

2.1 Term of Contract and Purchase Order Dates:

2.1.1 The RFP shall state the terms of the contract and applicable extensions.

2.1.2 Purchase Order: Purchase order(s) shall be generated by the District to the awarded Proposer(s). **The purchase order number must appear on all itemized invoices and packing slips. The District will not be held responsible for any orders placed/ delivered without a valid signed purchase order.**

2.1.3 Purchase orders dated during the term of the contract must be honored even if received after the contract expiration date. Proposers may not specify a "final order" receipt date. Pricing is established by the date the order is placed unless otherwise stated in the contract.

2.1.4 Confirmation orders will be the date the order is mailed but will show the date the order was originally placed.

2.1.5 Grace Period: The District requests the right to continue to enforce this contract for a period not to exceed ninety (90) days after the expiration date for unforeseeable reasons.

2.1.6 The District reserves the right to reorder from this proposal for the term of the contract at the proposed award prices or lower provided the terms and conditions remain the same. Proper authorization for reorders and issuance of approved and manually signed purchase orders will be through Purchasing Services only.

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

2.2.1 Identification of Shipments: In addition to the complete destination address, each package must be clearly marked with the District's purchase order number and the ATTN: addressee as shown on the order. Each shipment must be accompanied by an itemized packing slip.

2.2.2 Packaging and Labeling: All items shipped must be properly labeled showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information usually used by Proposer.

2.2.3 Hours for Delivery: Delivery shall be made between 8:00 a.m. and 3:00 p.m. unless prior approval for after-hours delivery has been obtained from the District.

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

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

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

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

2.7 Emergency Deliveries: In case of an emergency experienced by a qualified ordering entity, the awarded Proposer is requested to supply the needed material immediately, if possible. If the awarded Proposer cannot respond, then the emergency requirement may be purchased on

the open market. The District or Proposer shall not consider such purchases a breach of contract.

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

2.9 Purchases Off Contract: Under certain circumstances, the District permits campuses and other District users to purchase commodities available through a contract on the open market. Such circumstances may be identified in the RFP. Proposers are to allow for such purchases provided purchase orders are issued for these purchases.

2.10 References: The District may request Proposers to supply, with this proposal, a list of at least three (3) references where like goods/services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

2.11 Proposals from unresponsive Proposers will not be accepted. Proposers having a history of inconsistent service and unreliability will not be considered by the District to be a responsible Proposer.

2.12 Proposer will employ accounting policies and procedures hereunder to preserve all contract-related records for the term of this Contract and such further period of time thereafter as may be prescribed by Federal, State or Local regulations. All Proposers are subject to having any records or other documentation related to any transaction with the District available for public access or for review and auditing purposes by any local, state or federal agency, as well as the public in accordance with the provisions of Government Code, Title 5, Subtitle A, Chapter 552, Open Records.

2.13 Notice: Any notice provided by this proposal (or required by Law) to be given to the awarded Proposer by the District shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in McAllen, Texas, by Registered or Certified mail, addressed to the awarded Proposer at the address provided; provided this shall not prevent the giving of actual notice in any other manner.

2.14 Venue: This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that the venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

2.15 Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.

2.16 Deviations from Specifications: All deviations from the specifications must be noted in writing, in detail, by Proposer at the time of submittal of the proposal. The absence of a written list of specification deviations will hold Proposer strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2.17 Proposers that fail to comply with the conditions of the RFP may be removed from the District's Centralized Master Contractors List for a period of two years.

2.18 Proposers wishing to reinstate their status must request it in writing at the end of the two-year period.

3. Preparation of Proposal:

3.1 Freight Charges & F.O.B. Point: Quote all proposals F.O.B. destination, transportation prepaid and allowed, i.e., included in the price proposed, unless special contract instructions direct or permit otherwise. Alternate F.O.B. point or freight terms may be offered but are subject to rejection by the DISTRICT.

3.2 Proposal prices: must be firm for acceptance for 120 days from the proposal opening date unless otherwise specified in the RFP. Proposal prices shall remain in effect for a period of one year from the date of acceptance by the Board of Trustees unless otherwise specified in the proposal documents. Refer to Section 7 for additional information regarding proposal prices.

3.3 Usage Figures: Quantities shown on the RFP under the term "Quantity or Qty" are estimated requirements based upon purchase orders for a prior period indicated in the RFP. These figures are not to be construed as guaranteed purchases under the contract; however, the figures will be used as a factor for determining the award and bonding requirements. The District users will purchase all commodity requirements from contract Proposers but only in such quantities as actual needs require. To keep consistency of the item description and item numbers, some item quantity(s) is/are marked with a zero (0) quantity on the proposal sheet. Proposals are requested on these items as well.

3.4 Referenced Example: Any catalog number, brand name or manufacturer's reference used in an RFP is descriptive only (not restrictive) and is used to indicate type and quality desired. Proposals for brands of like nature and quality will be considered. Proposer should not construe specifications for the referenced example to be the minimum requirements acceptable. The District is the sole determinate as to acceptability of specifications in its best interest. If proposing other than the referenced example, Proposer must show the manufacturer, brand or trade name, and model number and give a full description of the product offered. The submission of illustrations and specification brochures is encouraged to provide a complete description of the product being offered. If a Proposer takes no written exception to the referenced example in the proposal, the brand names, numbers, etc., exactly as specified in the RFP, shall be furnished.

3.5 Condition of Products: All items proposed shall be new and unused and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the RFP.

3.6 Warranty: Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

3.7 Unit of Measure: If offering a proposal price for a different unit of measure, the exception and proposed packaging must be shown by the line-item proposal.

3.8 Alternate Proposals: Alternate or supplemental proposals shall be submitted as a separate item and be identified by Proposer's name and signature and be cross-referenced to the applicable item in the RFP.

3.9 Samples: DO NOT send samples unless requested. Any samples submitted must be furnished at no cost to the District. If not destroyed in examination, samples will be returned to Proposer on request at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained at Proposer's expense. Samples submitted to verify compliance with specifications prior to making an award may be retained for the duration of the contract for later comparison with items delivered. Each sample should be marked with Proposer's name, address, proposal opening date and proposal number. Do not attach samples to proposal pages. Failure to submit samples when requested shall cause items not to be considered for award. All samples are to be delivered to:

McAllen Independent School District
Attn: Purchasing Services
2000 N. 23rd Street
McAllen, TX 78501-7734

3.10 Signature on Proposal: Electronic signatures are acceptable. The person signing the proposal must have the authority to bind the represented company to a contract. An unsigned proposal cannot be signed after the proposal opening time even though Proposer or a representative is present at the proposal opening.

3.11 Attachments: Proposers may include attachments to describe commodities being proposed and/or to exhibit those products offered meet all written specifications; however, do not submit samples unless requested to do so. No terms or conditions recorded on any

attachment will be considered binding unless specifically made a part of the proposal in writing. WARNING: Any added terms or conditions may result in disqualification of a proposal, e.g., proposals subject to laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.

3.12 Addendums: Should an addition or correction become necessary after an RFP is issued, an addendum relating to the necessary information will be issued electronically. It is the Proposer's responsibility to view the District's Bidding Portal regularly, or prior to submitting a quote, to ensure that no addenda or additional information have been issued for the solicitation. The web address is https://mcallenisd.ionwave.net/Login.aspx .

3.13 Discounts for large one-time order deliveries, educational purposes, etc.: The conditions for earning the discount may be indicated by the item being proposed or by submitting a separate page with the information. These discounts will not be considered in determining the low proposal but will be part of any contract issued.

3.14 Proposal Preparation Expense: Any expense related to the submission of a proposal is the sole responsibility of the Proposer. The District will not reimburse Proposers for any cost related to proposal preparation or submission.

3.15 All Proposers doing business with the District must have on file a Form W-9 Request for Taxpayer Identification Number and Certification.

3.16 All Proposers must provide a Felony Conviction Notification as required by Texas Education Code, Subchapter B, Section 44.034, Notification of Criminal History, Subsection (a). A copy of this form is included for your use as part of the Contractor Certifications Form.

4. Submission of Proposal:

4.1 No Bids: To remain on Proposer's list, "NO BIDS" must be submitted by Proposers wishing to remain on the District's Centralized Master Contractors List (CMBL). Continued submittal of "NO BIDS" will result in Proposer being removed from the District's Centralized Master Contractors List (CMBL). Proposers not submitting proposals or submitting "no bids" may be removed without notice at any time and must reapply for inclusion in the District's Centralized Master Contractors List (CMBL). The District is not responsible for any errors occurring as a result of this procedure.

4.2 Public Proposal Opening: Proposals are opened in a manner to avoid disclosure of contents to competing Proposers and the contents are kept secret during the process of proposal negotiations. A copy of the proposal tabulation is generally available for public review after proposal awards. Tabulation information is available for download the day after award from the following purchasing webpage: https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors.

4.3 Late Proposals: Late proposals will NOT be considered. The District will not be responsible for missent or misplaced proposals.

4.4 Amending/Withdrawing Proposal: A proposal cannot be altered or amended after the proposal opening date and time. Any alterations made before the opening date and time shall be initialed by Proposer or Proposer's authorized agent identified in the proposal. No proposal can be withdrawn after the opening date and time without the approval of the District. All approvals shall be based upon an acceptable written reason for the action.

4.5 Proposal Package(s): The District encourages and prefers proposals submitted on the District's RFP form(s) electronically; however, the DISTRICT will be accepting sealed packages on CD, USB, paper/hardcopy through mail or hand delivery. Each proposal must be placed in a separate submittal. Proposals must be submitted, and time stamped at the District no later than the date and time specified for the proposal opening. Only the completed W-9, Contractor Certifications Form, Form 1295, Conflict of Interest, and those pages on which a Proposer is submitting a proposal need to be returned. Blank pages or pages with no proposal information should not be returned.

4.6 Price lists must be included in the RFP: Any terms and conditions in a price list will not be considered a part of a proposal unless specifically identified by Proposer and referenced in writing.

4.7 Proposals via the U. S. Postal Service are to be sent to the address shown below.

McAllen Independent School District
ATTN: Purchasing Services (RFP# /Name)
2000 N. 23rd Street
McAllen, TX 78501-7734

4.8 Confidential: Subject to the requirements of the Texas Open Records Act, if a company believes that a proposal is, or parts of a proposal are confidential, then the company must specify. The company must stamp in bold letters the term "CONFIDENTIAL" on that part of the proposal, which the company believes to be confidential. The awarded proposal may be considered public information even though parts are marked confidential.

4.9 Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

5. Proposal Evaluation and Award:

5.1 Proposal Evaluation: The District reserves the right to award based on a low-line item, low-total (group or groups) or any other combination that will best serve the interests of the District. The lowest proposal will not necessarily be the awarded proposal. Proposals will be assessed not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of the proposed goods/services to the District's needs and requirements. The District reserves the right to accept or reject all or any part of a proposal, waive minor technicalities and make an award in the best interest of the District.

5.2 A response to an RFP is an offer to contract with the District based upon the terms, conditions and specifications contained in the RFP.

5.3 Proposals do not become contracts until a Notice of Award (NOA) is issued.

5.4 The contract shall be governed, construed, and interpreted under the laws of the state of Texas.

5.5 The District will not be bound by any communication with Proposers other than the RFP, these General Terms and Conditions, Specifications and Scope of Work, Specifications, any written addendums issued by the District, the District Policies and Procedures, and State Law.

5.6 The District shall be the sole judge of what constitutes the best interest of the District.

5.7 The District reserves the right to reject proposals requiring minimum orders.

5.8 Fees charged for shipping and handling will be considered in awarding proposals.

5.9 Evaluation Criteria: In determining to whom to award a contract, the District shall consider in accordance with the Texas Education Code, Subchapter B, Section 44.031(b) Purchasing Contracts, Subsection (b): (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the vendor's past relationship with the District; (6) the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; (7) the total long-term cost to the District to acquire the vendor's goods or services;(8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:(A) has its principal place of business in this state; or (B) employs at least 500 persons in this state; and (9) any other relevant factor specifically listed in the request for bids or proposal.

5.10 Notice of Award (NOA): NOA/Tabulation information is available for download from our website at https://mcallenisdtx.sites.thrillshare.com/page/awarded-vendors. Award information will be posted approximately ninety (90) days from the proposal opening. Proposer must advise the District within 10 (ten) days from the date of the award by the Board of Trustees of any errors requiring correction.

5.11 Qualified Ordering Entity: All campuses and departments are considered the Districts' users and qualified ordering entities. In some instances, other governmental entities may have Interlocal Contracts with the District. These entities may have access to the prices offered to the District. Proposers are responsible for identifying and requesting information on these entities.
5.12 To expedite evaluation of the proposals, it is preferable that the District forms be used.
5.13 Assignment: The awarded Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the District.

6. Insurance Requirements:
6.1 Statutory Workman's Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits - $500,000.
6.2 Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job.
6.3 Business Commercial or Personal Automobile Liability Insurance in the amounts specified by the Texas Tort Claims Act, Chapter 101 of the Texas Practice and Remedies Code for all owned, non-owned and hired vehicles; each person $100,000; each accident $300,000; and for property damage, each occurrence of $100,000; No deletions/exclusions from standard coverage form allowed without written consent of the District. The District shall be named as an additional insured by endorsement on the Contractor's policy as to the subject job. (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY).
6.4 Successful Contractor will provide a certificate of insurance, in Acord 25 Form, to the Administrator of the Department evidencing such coverage and will notify the Administrator in writing immediately if any change in coverage occurs for any reason.
6.5 Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage.
6.6 Successful Contractor shall provide Certificates of Insurance evidencing the above- required insurance, prior to commencement of this contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to Purchasing Services.
6.7 For non-subscribers that do not carry Workers' Compensation coverage, the District will, on a case-by-case basis, consider contractors who provide an Occupational Accident Policy, including Employers' Indemnity coverage with a $1,000,000 limit. However, the District reserves the right to require Workers' Compensation coverage if it feels it is in the best interest of the District to do so.

7. Price Changes: During the life of a contract only industry-wide published price changes as reflected in a manufacturer's printed price list, published documentation, or other approved method in a RFP may be submitted to the District for price adjustment consideration.
7.1 Procedures to Follow:
7.1.1 Firm Bids: No price increases allowed unless approved by the DISTRICT in accordance with Section 7.2.
7.1.2 Catalog Bids: Submit a copy of the new manufacturer's price/cost list. Proposer shall compute new unit prices at the same percentage as reflected in the original proposal (See Sec. II. B. for formula). Prices will be verified for accuracy.
7.1.3 Requirement Contracts: No price increases allowed unless approved by the DISTRICT in accordance with Section 7.2.
7.2 Acceptance of Price Increases: The District will accept or reject increases within seven (7) working days after receipt of a properly submitted request. If a properly submitted increase is rejected, Proposer may cancel such items from the contract by giving the District written notice. Cancellation will not go into effect for thirty (30) working days after receipt of the written request. Old prices must be honored on orders dated up to the official date of cancellation.
7.3 Price Decreases: Proposers are required to implement immediately any price decreases, roll backs, etc. that may become available. The District must be notified in writing of any decreases for file updating purposes and notice to contract users.

8. Administrative Procedure for Bid/Proposal Complaints: Members of the public having complaints regarding the District's purchasing procedures or operations may present their complaints or concerns to the District following this procedure. Please contact Purchasing Services for a copy of the procedures at (956) 657-4480.

9. Invoicing:
9.1 Original invoices must be submitted in duplicate to the Accounting Department in compliance with the following procedure: INVOICES shall show purchase order number, copy of signed delivery ticket and proposal name, and shall be mailed directly to:

McAllen Independent School District
ATTN: Director of Accounting
2000 N. 23rd Street
McAllen, TX 78501-7734

9.2 The invoice must show the name of Proposer exactly as shown on the purchase order and the correct "Remit to:" address.
9.3 The invoice must show the name of the receiving entity.
9.4 The invoice should include a description of each item. Items should be shown in numerical order and must correspond with the item numbers shown on the purchase order.
9.5 Quantity, unit, and price of each item must be shown. All prices should be extended on the invoice.
9.6 Total all extensions on invoice.
9.7 Discount, if applicable, must be stated, extended, and deducted to arrive at a NET TOTAL for invoice.
9.8 Shipment date of merchandise must be shown.
9.9 Date of purchase order must be shown.

10. Payment:
10.1 Payment normally will be made to Proposer within 30 days after receipt of a properly prepared original invoice or the receipt of and the acceptance of goods ordered, whichever is later.
10.2 Payments for merchandise purchased with the District appropriated funds will be made through the District approved and manually signed purchase orders issued by the District's Purchasing Services. Payments by qualified ordering entities will be made through the District's Accounting System.
10.3 Partial payments are an exception but may be made with the prior written approval of the District.
10.4 A purchase for goods or services cannot be made using the District funds without prior approval from Purchasing Services in the form of an approved Purchase Order. All invoices shall reflect Purchase Order dates that are on or after Purchasing Services' final approval print date.
10.5 The District reserves the right to adjust any invoice which is in error due to incorrect quantity(s), printing errors or pricing of services or goods on this contract. Upon either written or verbal notification the provider will promptly adjust the error within thirty (30) days from the date the provider is notified of the error.

11. Cancellation:

11.1 Cancellation of Contract Orders: Orders are canceled in writing by the District. Orders may be canceled without the consent of Proposer for failure to meet contractual obligations. If cancellation is requested by the District for some other reason, through no fault of Proposer, Proposer's permission to cancel is required. All correspondence from Proposer pertaining to the cancellation of an order is to be addressed to the District. In the event the awarded Proposer shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the District shall give the awarded Proposer written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the District within five (5) working days of receipt of such notice by the awarded Proposer, default will be declared and all the awarded Proposer's rights shall terminate.

11.2 Authorized Relief from Performance (Force Majeure): The District will grant relief, as necessary, from performance of the contract if Proposer is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of Proposer. The burden of proof for the need of such relief rests with Proposer. To obtain release based on Force Majeure, Proposer must provide the District with sufficient documentation to show that suitable merchandise or service is unobtainable from any source.

11.3 Termination/Cancellation of Contract: The District reserves the right to cancel the entire contract or any portion of a contract with any vendor that fails to perform in accordance with contract terms and conditions. The District and Proposer each shall have the right to terminate Contract without cause on thirty (30) days written notice to the other. The Contract will be monitored for acceptable services rendered throughout the contract period. The District will have the option to cancel the Contract within thirty (30) days from notification. In the event of any actual contract termination/cancellation, the District will not be held responsible for loss of business or any termination expenses incurred by the vendor.

11.4 Non-Appropriation of Funds: The District intends to remit to the Contractor all payments for the full term if funds are legally available. In the event no funds or insufficient funds are appropriated and budgeted for the services and funds are otherwise unavailable, by any means whatsoever, in any fiscal period in which the Payments for the services are due under any Agreement as a result of this RFP, the District shall, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify the Contractor and any assignee of such occurrence. The Agreement(s) shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to the District of any kind, except as to (i) the portions of the Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and (ii) the 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: The 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 the District in the event of breach or default on this contract. The District reserves the right to terminate the contract immediately in the event the awarded Proposer fails to:

11.5.1 Meet schedules;
11.5.2 defaults in the payment of any fees;
11.5.3 otherwise perform in accordance with these specifications.

11.6 Breach of contract or default authorizes the District to exercise any or all the following rights:

11.6.1 The District may take possession of the assigned premises, and any fees accrued or becoming due to date;
11.6.2 The District may take possession of all goods, fixtures, and materials of awarded Proposer therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereinafter becoming due.
11.6.3 The District reserves the right to award the canceled contract to the next lowest and best Proposer as it deems to be in the best interest of the District. In such an event, the District shall charge the canceled Proposer the difference for any additional cost of such proposal item(s) from the next lowest and best Proposer.

12 Other Provisions:

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

McAllen Independent School District
ATTN: Purchasing Services
2000 N. 23rd Street
McAllen, TX 78501-7734

12.1.1 When proposing, please consider the following:

12.1.1.1 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.

12.1.1.2 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.

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

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

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

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

12.1.1.7 All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USD 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that

each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation, to which he is otherwise entitled. School districts shall report all suspected or reported violations to TEA.

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

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

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

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

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

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

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

13.2 All contracts in excess of $10,000 must address termination for cause and for convenience including how it will be affected 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 awarded by recipients or subrecipients 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 recipients or subrecipients 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 recipient or subrecipients 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 recipients or subrecipients 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 by recipients or subrecipients in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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): Proposers 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 non-Federal award.

13.10 An entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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DATA SHARING AGREEMENT
Between The McAllen Independent School District and Vendor Name

This Data Sharing Agreement, herein referred to as "DSA", for confidential data sharing is entered into by and between the McAllen Independent School District ("MISD") and Vendor Name ("Contractor") who, as parties to the DSA, elect to accept its terms.

PREAMBLE

The mission of Contractor is to _____.

To that end, data is being requested in furtherance of the organization's mission which aligns with the goals of MISD.

To the extent permitted by law, MISD grants Contractor license to use data received pursuant to this DSA only for the following purpose and for no other purpose.

The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of _____.

THEREFORE, the parties agree to the following terms of this DSA:

1. Data Sharing

   This data shall be provided by MISD to Contractor. Contractor agrees that the data transferred from MISD to Contractor is and shall remain the sole and exclusive property of MISD. The format will vary depending on integration method and requirements. Any data received by Contractor pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. Notwithstanding the foregoing, or anything contained hereto the contrary, to the extent that Contractor maintains regular backup or centralized retention of electronically created data or electronically stored information (collectively "ESI"), such ESI may be retained as necessary to comply with the existing policy for backup and archiving of ESI, so long as no information required to be kept confidential hereunder is otherwise accessible to any of Contractor's employees, contractors or agents.

2. Confidentiality

   Contractor will maintain the confidentiality of any and all data obtained from MISD as a part of this DSA. Data that is provided by MISD must be maintained and used consistent with the Family Education Rights and Privacy Act (FERPA), HIPAA, if applicable, all state and federal laws and regulations applicable to the released data, and MISD's policies for managing student education records, confidential employee information, and other confidential information.

   Contractor acknowledges that individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act ("HIPAA"), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers will not be released under this DSA. Notwithstanding the foregoing, if Contractor comes into knowledge or possession of any protected health information ("PHI"), social security numbers, or other confidential information it will maintain the confidentiality of any such PHI or other confidential information in accordance with laws and regulations as applicable to that information, including without limitation HIPAA, and not use or disclose any such information in any manner that would constitute a violation of any applicable laws or

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regulation.

The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, Contractor shall establish a system of safeguards that will at minimum include the following:

a. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from or on behalf of MISD. These measures will be extended by contract to all subcontractors used by Contractor.

b. Contractor and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.

c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under the DSA.

d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under the DSA.

e. Procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.

f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal (HIPPA, FERPA, E-Government, etc.) and Texas state laws relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.

g. Contractor shall return to MISD all data or any portions thereof requested by MISD, or at MISD's election, and subject to clause 1 above, Contractor shall destroy all or any part of MISD's data that is within the possession or control of Contractor and shall, upon request by MISD, provide certification of such destruction.

h. Permission shall be obtained from MISD prior to publications or disclosure of data, or other uses not outlined in this DSA.

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3. Data Breach

Should Contractor reasonably suspect and/or become aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Contractor shall notify MISD within 24 hours. Contractor shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Contractor will follow direction from the Law Enforcement Agencies involved in the case.

a. The security breach notification to MISD shall be written in plain language, and address the following:
    i. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    ii. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and whether the notification was delayed as a result of a law enforcement investigation.
b. Contractor agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation and immediate reporting to federal, state and local law enforcement.
c. In the event of a breach or unauthorized disclosure, Contractor shall cooperate fully with MISD, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Contractor will reimburse MISD in full for all reasonable costs incurred by the MISD in investigation and remediation of any security breach caused in whole or in part by Contractor or Contractor's subcontractor's, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if personally identified information is exposed during the breach could be used to commit financial identity theft.
d. Contractor's obligations under section shall survive termination of this Agreement.

4. INDEMNIFICATION

CONTRACTOR SHALL HOLD MISD AND ITS PAST AND PRESENT AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES HARMLESS AND SHALL INDEMNIFY ALL SUCH PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF WHATEVER KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF CONTRACTOR AND ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS DONE IN CONNECTION WITH THIS DSA.

NOTHING IN THIS DSA SHALL BE CONSTRUED TO CREATE A CLAIM OR CAUSE OF ACTION AGAINST MISD FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH MISD MAY BE ENTITLED NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF MISD.

5. Right to Audit

Contractor shall provide MISD and its designees with information and access to its premises (upon giving reasonable notice) as MISD may reasonably require evidence of compliance with DSA and applicable state and federal law.

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6. Entire Agreement

   This document states the entire agreement between Contractor and MISD with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

7. Execution

   Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

8. Assignment

   None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories under this DSA.

9. Severability

   If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

10. Waiver

    Waiver by and signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

11. Modification and Amendments

    This DSA may be amended or modified at any time by mutual agreement of the authorized representatives of the signatories to this DSA. MISD and Contractor further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to MISD and Contractor are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

12. Term of this DSA

    This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship ends between MISD and Contractor.

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13. Governing Law

This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXECUTED _____.
Date

DISTRICT:

McALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. René Gutiérrez, Superintendent

CONTRACTOR:

VENDOR NAME

By: _____
Name, Title

Approved as to form by
MISD Staff Attorney 10/12/2023

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MCALLEN INDEPENDENT SCHOOL DISTRICT
CONTRACT NO. XXXX-XXX Project Name through Request for Proposal No. XXXX-XXX (Vendor Name)

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. OBLIGATIONS OF THE VENDOR

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

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

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

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

A. This Contract

B. Exhibit "A" – District's Request for Proposal No. xxxx-xxxx

C. Exhibit "B" – Vendor's Services, Products and Fees Pursuant to Request for Proposal No. xxx-xxx/ **OR Vendor's Response to District's Request for Proposal No. xxxx-xxxx (Depending on whether it is one awarded vendor or multiple.)**

D. Exhibit "C" – Certificate of Insurance

E. Exhibit "D" – Data Sharing Agreement (if not applicable, delete this section)

This Contract is entered into subject to the following conditions:

A. Vendor shall use its best efforts to keep to a minimum disruption or interruption of duties and/or work of employees of District and /or the learning environment of students of District while performing its work in accordance with the Contract Documents.

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

2. INSURANCE COVERAGE

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

A. Statutory Workers' Compensation (REQUIRED FOR WORK PERFORMED ON DISTRICT PROPERTY) and Employer's Liability Limits Coverage of at least - $500,000

B. Commercial General Insurance (occurrence basis only) $1,000,000 each claim and in the aggregate.

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

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

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

3. TRANSFER, ASSIGNMENT, ETC.

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

4. ADJUDICATION

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

5. PROVISIONS, PARAGRAPHS

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

6. PAYMENT

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

7. TAXES AND BENEFITS

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

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thereto. Vendor also agrees to pay for and provide workers compensation insurance in accordance with State law covering all employees working for Vendor in performing labor pursuant to this Contract or any activity incident thereto.

8. INCURRING FINANCIAL OBLIGATION

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

9. ACCESS TO BOOKS AND RECORDS

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

10. DOCUMENT RETENTION

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

11. NON-DISCRIMINATION

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

12. HOLD HARMLESS

VENDOR AGREES TO HOLD HARMLESS AND INDEMNIFY DISTRICT FROM ANY LIABILITY AND/OR DAMAGES, WHICH MAY DIRECTLY OR INDIRECTLY ARISE FROM OR OCCUR IN CONNECTION WITH VENDOR'S PERFORMANCE UNDER THIS CONTRACT OR ANY ACTION, ACTIVITY OR OMISSION INCIDENT THERETO. SUCH INDEMNIFICATION SHALL INCLUDE BUT NOT BE LIMITED TO ALL DISTRICT'S ATTORNEYS' FEES AND COSTS INCURRED IN DEFENDING OR RESPONDING TO ANY ACTION BROUGHT OR THREATENED AGAINST DISTRICT FOR ANY ACTION OR OMISSION ARISING FROM OR INCIDENT TO VENDOR'S PERFORMANCE UNDER THIS CONTRACT.

13. TERM AND TERMINATION OF CONTRACT

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

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

B. Termination with Cause.

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

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

ii. Failure to provide evidence of insurance, as required by numbered Paragraph 2 hereof.

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

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

b. Termination by Vendor. In the event District breaches any material term of this Contract, Vendor may terminate this Contract upon no less than thirty (30) days written notice.

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

14. NOTICES

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

If to District: McAllen Independent School District
Attn: Dr. René Gutiérrez, Superintendent
2000 N. 23rd Street
McAllen, Texas 78501

If to Vendor: COMPANY NAME

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Attn:
Street:
City:

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

15. LAW

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

16. NO IMPLIED WAIVER

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

17. SEVERABILITY

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

18. ASSIGNABILITY

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

19. AMENDMENTS

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

20. ENTIRE CONTRACT

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

21. INTERPRETATION

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

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22. VARIATIONS OF PRONOUNS

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

23. AUTHORIZATION FOR CONTRACT

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

24. IMMUNITIES

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

25. NON-APPROPRIATION OF FUNDS.

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

26. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).

Parental consent must be obtained before personally identifiable information is used for any purpose other than meeting a requirement under the Individuals with Disabilities Education Act or disclosed to anyone other than officials of agencies collecting or using this information. Neither party may release information from these records without parental consent except as provided in the Family Educational Rights and Privacy Act (FERPA).

27. CRIMINAL HISTORY INFORMATION.

Pursuant to Texas Education Code Section 22.0834, Vendor shall obtain criminal history record information that relates to an employee, applicant for employment, agent or subcontractor of the Vendor if the employee, applicant, agent,

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or subcontractor has or will have continuing duties related to the contracted services herein, and the duties are or will be performed on school property or at another location where students are regularly present. Vendor shall certify to District before beginning work and at no less than on an annual basis thereafter, that this process was followed.

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

28. ENTITIES THAT BOYCOTT ISRAEL

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

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

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

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

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

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

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

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

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

32. SUSPENSION AND DEBARMENT COMPLIANCE REQUIREMENTS

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.

33. BREACH OF CONTRACT AND FEES

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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.

34. 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.

35. 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.

36. 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:	**VENDOR:**
McAllen Independent School District	Vendor Name
By:_____	By:_____
Dr. René Gutiérrez, Superintendent	Name and Title

Approved as to form:
by: _____
Johnathan Ball, Staff Attorney

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Exhibit "A" – District's Request for Proposal No. 2018-157

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Exhibit "B" – Vendor's Services, Products and Fees Pursuant to

Request for Proposal No. 2018-157

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Exhibit “C” – Certificate of Insurance

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Exhibit "D" – Data Sharing Agreement

(if not applicable, delete this page)

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *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**

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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).

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2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, 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 territory.

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 as defined under section 581.

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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN*. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

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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 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

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

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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 877-777-4778 or TTY/TDD 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 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.

Go to *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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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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.**

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

_____ _____ _____

Name of signatory | Signature | Date

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CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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Exhibit "B" – Vendor's Services, Products and Fees Pursuant to

Request for Proposal No. 2027-1010

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McALLEN
INDEPENDENT SCHOOL DISTRICT

Laura Williams
Director of Purchasing Services

October 30, 2026

David Ewonce
ElectRX
276 South Logan Street
Elyria, OH 44035
E-mail: dewonce@electrx.com

RE: Request for Best and Final Offer ("BAFO") – Request for Proposal No. 2027-1010 Personal Importation Mail Order Prescription Program

Mr. Ewonce,

Thank you for participating in the above-referenced project. McAllen Independent School District invites you to provide the best and final offer.

McAllen Independent School District invites you to submit a Best and Final Offer ("BAFO") for your fees and services.

Please complete the Best and Final Offer form below and return via email to laura.williams@mcallenisd.net and meralda.gonzalez@mcallenisd.net, no later than 4:00 p.m., CST, Monday, November 02, 2026. Should you have any questions, please email laura.williams@mcallenisd.net and meralda.gonzalez@mcallenisd.net.

Sincerely,

Signed by:
Laura Williams
FF540C4FE69A487...

Laura Williams
Director of Purchasing Services

☐ The **original proposal** submitted is the Best and Final Offer.

☒ The Best and Final Offer is as follows (Note: if making this selection pricing matrix must be completed).

This is a revision from the letter submitted on 11/2/26 due to disucssions with Ms. Gonzalez clarifying the additional medications referened on Page 2 herein that were not in the original proposal. There are no other changes to the original proposal except as stated in the Repricing Analysis section herein.

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Repricing Analysis See attached spreadsheet

Drug	Days	RX Cost
Mounjaro	30	
Ozempic	30	
Rinvoq	30	
Calquence	30	
Dupixent	30	
Enbrel Sureclick	30	
Tremfya One-Press	30	
Rezdiffra	30	
Ingrezaa	30	
Vascepa	30	
Jardiance	30	
Dexcom G7 Censor	30	
Descovy	30	
Consentyx Unoready	30	
Hadlima Pushtouch	30	
Synjardy XR	30	
Otelza XR	30	
Dapagliflozin	30	
Trulicity	30	

If the prices differ based on drug dosage, please provide the dosage and price in a separate table if needed

Questions:

1. Are all shipping costs, marketing, and any other fees included in the cost of the medication? Yes or No
2. Does the total cost of the medication include shipping and any additional fees? Yes

Acknowledgement must be legible, preferably typed, and signed by an authorized official with legal binding authority.

ACKNOWLEDGEMENT BEST AND FINAL OFFER:

SIGNATURE: C. Martella **DATE:** 11/4/26

PRINTED NAME: Christopher R. Martella, Esq.

TITLE: Authorized Agent

COMPANY NAME: ElectRx and Health Solutions LLC, d/b/a ElectRx

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Repricing Analysis

RFP No. 2027-1010 Personal Importation Mail Order Prescription Program — Best and Final Offer (McAllen ISD)

Drug	Days	RX Cost
Mounjaro	30	See prices on the side *
Ozempic	30	$451.11
Rinvoq	30	See prices on the side **
Calquence	30	$10,492.76
Dupixent	30	200mg $3122.56
Dupixent	30	300mg $2409.40
Enbrel Sureclick	30	$3,213.42
Tremfya One-Press	30	$5,875.92
Rezdiffra	30	n/a
Ingrezaa	30	n/a
Vascepa	30	$413.93
Jardiance	30	10mg $179.87 25mg $188.29
Dexcom G7 Censor	30	n/a
Descovy	30	n/a
Consentyx Unoready	30	$4,410.71
Hadlima Pushtouch	30	$1,670.58
Synjardy XR	30	n/a
Otelza XR	30	n/a
Dapagliflozin	30	5mg $160.48 10mg $171.05
Trulicity	30	$526.66

*	Mounjaro 2.5	$	491.90
	Mounjaro 5	$	491.90
	Mounjaro 7.5	$	570.09
	Mounjaro 10	$	570.09
	Mounjaro 12.5	$	759.42
	Mounjaro 15	$	759.42
**	Rinvoq 15mg	$	2,893.42
	Rinvoq 30mg	$	3,786.65
	Rinvoq 45mg	$	5,348.22

Yellow cells: enter RX Cost per 30-day supply. Drug names copied exactly as spelled in the District's form *(including apparent misspellings, e.g., "Ingrezaa," "Censor," "Consentyx," "Otelza").*

Per the form: if prices differ by dosage, provide dosage and price in a separate table.

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2027-1010 Addendum 3
ElectRx
Supplier Response

Event Information

Number: 2027-1010 Addendum 3
Title: Personal Importation Mail Order Prescription Program
Type: Request for Proposal
Issue Date: 8/21/2026
Deadline: 9/25/2026 10:00 AM (CT)
Notes: McAllen Independent School District (the “District”) invites your submittal on the above referenced project.

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

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

Any questions regarding this solicitation must be submitted through the “Questions” option located on the Ionwave website, no later than the date and time specified on the solicitation. Questions/clarifications regarding this solicitation will not be answered by phone or email.

COMMUNICATION WITH DISTRICT PERSONNEL
Proposer submitting a proposal shall not discuss this RFP with

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

Contact Information

Contact: Mariza Malm, Senior Buyer
Address: Purchasing Services
Administration Office
2000 N 23rd St
McAllen, TX 78501-6126
Phone: (956) 657-4484
Fax: (956) 657-4481
Email: mariza.malm@mcallenisd.net

ElectRx Information

Contact: David Ewonce
Address: 276 South Logan Street
Elyria, OH 44035
Phone: (855) 353-2879
Email: dewonce@electrx.com
Web Address: Electrx.com

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

CHRISTOPHER R MARTELLA, Esq.
Signature

cmartella@dawdalaw.com
Email

Submitted at 9/25/2026 09:54:59 AM (CT)

Requested Attachments

Completed Conflict of Interest Questionnaire. — CIQ McAllen RFP 2026.pdf

Upload your completed CIQ. Note: If there is none, please indicate "N/A" on the form.

Reference Forms — Combined Completed McAllen Reference Forms.pdf

Upload three (3) reference forms. Refer to Specifications & SOW 7.0.

Completed Form 1295 Form or Exemption Statement — Form 1295 Certificate 101599050.pdf

Upload your completed 1295 Form. Form must be completed online: https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php. If it is not applicable to your company, please attach a statement indicating the reason.

Completed W9 Form — W-9 ElectRx 2026.pdf

Upload your completed W9 form.

Proof of Insurance (Acord Certificate of Insurance Form) — Elect RX COI - McAllen Independent School - 20260917.pdf

Upload your certificate of insurance in Acord form.

Participating Pharmacy Network Country List — Country List No. 6.pdf

Upload a complete list of countries with participating pharmacies. Refer to Specifications and SOW 11.3.2.

Sample Standard Monthly Reporting Package — Billing - Reporting ElectRx.pdf

Upload a sample of Respondent’s standard monthly reporting package. Refer to Specifications & SOW 11.3.3.

Prior Fiscal Year Audited Financial Statement — ElectRx 2025 Financial Statmenets - Confidential.pdf

Upload the audited financial statement for the preceding fiscal year. Refer to Specifications and SOW 11.3.4.

List of Offices and Facilities — Participating Entities.pdf

Upload a list of offices and facilities that would provide services under this contract. Refer to Specifications & SOW 11.3.5 and Bid Attribute 62.

Bid Attributes

1 General Terms and Conditions

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

**This is your electronic signature.

☑ I have read, understand, and accept.

2 Specifications and Scope of Work

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

**This is your electronic signature.

☑ I hereby acknowledge.

3 Deviations and Exceptions

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

Due to the Company's size, they do not have audited financials and have provided an un-audited financial statement.

4 Form 1295 - Certificate of Interested Parties

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 before the District may enter into a contract with that business entity. Form 1295 must be submitted with your proposal and is required as condition of award. Form must be completed online.
Access form at:

- https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php
- Complete the form
- Enter solicitation number and name
- Print and sign form
- Attach form on "Response Attachments" tab

If exempt, attach documentation.

☑ I have read and understand.

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

Attach Completed W-9 under "Response Attachments" tab

ElectRx and Health Solutions LLC

6 Felony Conviction Notification

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

Select where applicable:

A. My company is not owned nor operated by anyone who has been convicted of a felony.
B. My company is owned or operated by an individual(s) who has/have been convicted of a felony.
C. My company is a publicly held corporation; therefore, this above reporting does not apply as per Section 44.034, Texas Education Code, Subsection (c).

**This is your electronic signature.

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

7 Felony Conviction Details

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

N/A

8 Criminal History Record Information Review of Certain Contract Employees

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with a school district to provide services to the school district (“Contractors”) and entities that contract with school district contractors (“Subcontractors”). Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors/Subcontractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to district; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22.

Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code. The undersigned Contractor shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, Contractor 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.

DEFINITIONS:

Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. District will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
Continuing duties related to contracted services: Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. See 19 Tex. Admin. Code §153.1101(2).
Direct contact with students: The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with

students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. See 19 Tex. Admin. Code § 153.1101(7).

Public Works Contractor: An entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district.

Exception for Certain Public Works Contractors' Employees and Applicants: The criminal history record information requirements outlined above do not apply to an employee or applicant for employment of a public works contractor (as defined above) if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

Disqualifying criminal history:

(1) A conviction or other criminal history information designated by district or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085(a), that is: (a) conviction of a felony offense under Title 5, Texas Penal Code if at the time of the offense, the victim was under 18; (b) conviction of or placement on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) conviction of an offense under federal law or the laws of another state that is equivalent to (a) or (b).

Types of Criminal History Record Information:

National criminal history record information from the Texas Department of Public Safety criminal history clearinghouse. District may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a covered employee.

Contractor hereby certifies to McAllen Independent School District ("DISTRICT") (and, in the case of a Subcontractor, certify to Contractor and DISTRICT) that [**select one**]:

OPTION A. Contractor/Subcontractor certifies that none of the employees of Contractor/Subcontractor are covered employees, as defined above. For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/ Subcontractor certifies to DISTRICT that it will timely complete the "Waiver for Criminal History Record Information" form and submit such to DISTRICT. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Contractor/Subcontractor will ensure that these precautions or conditions continue to exist throughout the time that the contracted services are provided. If DISTRICT, in its sole discretion, determines that employees of Contractor/Subcontractor are covered employees, as defined above, Contractor/Subcontractor will provide DISTRICT with the name, date of birth, and any other requested information of such covered employees so that DISTRICT may obtain criminal history record information on the covered employees, upon request by DISTRICT.

OR

OPTION B. Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees, but the criminal history record information ("CHRI") requirements do not apply to its employees or applicants for employment because:

(1) Contractor/Subcontractor is a public works contractor (an entity that contracts directly or subcontracts with an entity that contracts with a school district to provide construction services to the school district); **and**

(2) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; the employee's duties will be completed not later than the seventh (7th) day before a new instructional facility will be used for instruction; **or** for an existing instructional facility, the work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

If this option is selected, Contractor/Subcontractor further certifies to McAllen Independent School District ("DISTRICT") that:

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a) Contractor/Subcontractor shall ensure that the conditions or precautions that resulted in the determination that the criminal history record information requirements do not apply to its employees or applicants for employment continue to exist throughout the time that the contracted services are provided;

b) For each covered employee who is employed by or under a current offer of employment by Contractor/Subcontractor,
Contractor/Subcontractor will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to DISTRICT; and

c) If DISTRICT, in its sole discretion, determines that the conditions in paragraph (1) and/or (2) above are not satisfied as to Contractor/Subcontractor, Contractor/Subcontractor will provide DISTRICT with the name, date of birth, and any other requested information of its covered employees so that DISTRICT may obtain criminal history record information on the covered employees, upon request by DISTRICT.

OR

OPTION C: Contractor/Subcontractor certifies that some or all of the employees of Contractor/Subcontractor are covered employees. If this option is selected, I further certify that:

(1) For each covered employee **who is employed by or under a current offer of employment by Contractor/Subcontractor, Contractor/Subcontractor certifies to DISTRICT that will timely complete the "Contractor Criminal History Background Check Certification" form and submit such to DISTRICT,** providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that DISTRICT may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information.

(2) Contractor/Subcontractor shall provide DISTRICT "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person. Any covered employee whose criminal history record information is not received prior to start of the services to be performed by Contractor/Subcontractor at DISTRICT is subject to exclusion from service, in DISTRICT's sole discretion, until his or her criminal history record information can be obtained and reviewed by DISTRICT. **Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.** Contractor/Subcontractor will not be permitted to view the criminal history record information obtained by DISTRICT.

(3) DPS shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that DISTRICT will obtain all criminal history record information that relates to a covered employee through the criminal history clearinghouse as provided by Texas Government Code 411.0845. Contractor/Subcontractor agrees that DISTRICT will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by DISTRICT through the procurement and/or contracting processes, to determine, in DISTRICT's sole discretion, whether any covered employee(s) should be prohibited from serving at DISTRICT. DISTRICT will notify Contractor/Subcontractor of its determination.

(4) If DISTRICT at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at DISTRICT, in DISTRICT's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by DISTRICT through the procurement and/or contracting processes, DISTRICT will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

Upon contract award and/or initiation of PO/contract from DISTRICT, the winning proposer/Contractor shall

complete DISTRICT's "Waiver for Criminal History Record Information" form, providing the following information regarding each covered employee as required by DPS in order to provide criminal history record information, so that DISTRICT may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph; (f) if the employee has ever been fingerprinted by a public school district in Texas (and if so, the name of the school district); and (g) the person's written consent to the release of his or her criminal history record information. Contractor/Subcontractor shall be solely responsible to send or ensure that each covered employee sends to DPS all information that may be required by DPS for obtaining national criminal history record information, which may include, but is not limited to, a complete set of the person's fingerprints and a recent electronic digital image photograph of the person.

If, during the term of the contract with DISTRICT, Contractor/Subcontractor employs additional covered employees or assigns new covered employees to perform services at DISTRICT, Contractor shall immediately notify DISTRICT and provide DISTRICT with all of the information listed in the preceding paragraph as to each additional covered employee, so that DISTRICT may obtain the additional covered employees' criminal history record information. If, during the term of the contract with DISTRICT, Contractor/Subcontractor ceases to employ a covered employee in connection with a DISTRICT contract, whose information was previously provided to DISTRICT, Contractor/Subcontractor shall immediately notify DISTRICT of the same and provide DISTRICT with each former covered employee's (a) Full name (first, middle, and last); (b) Date of birth; (c) Sex; (d) Social Security number; and (e) number assigned to any form of unexpired identification card issued by Texas or another state, the District of Columbia, or a U.S. territory that includes the person's photograph, so that DISTRICT may unsubscribe from that individual's criminal history record.

If DISTRICT, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by DISTRICT through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at DISTRICT.

I also certify to DISTRICT (and, in the case of a Subcontractor, certify to Contractor and DISTRICT) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

**This is your electronic signature.

OPTION A. None of the Employees - I hereby agree and certify.

9 Conflict of Interest Disclosure Statement

McAllen Independent School District ("District") is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with DISTRICT or who seeks to do business with DISTRICT must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

1. If the vendor has an employment or other business relationship with a local government officer of DISTRICT or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2. If the vendor has given a local government officer of DISTRICT, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3. If the vendor has a family relationship with a local government officer of DISTRICT.

- "*Vendor*" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).
- "*Business relationship*" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).
- *"Family relationship*" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).
- "*Local government officer*" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

**This is your electronic signature.

☑ I have read and hereby agree.

10 Confidential/Copyrighted Information

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

**This is your electronic signature.

☑ I have read and hereby agree.

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

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

A. Has its principal place of business in the State of Texas; OR
B. Employs at least 500 persons in the State of Texas
C. Principal place of business is not in the State of Texas.

**This is your electronic signature.

C. Principal place is NOT in Texas

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

Specify principal place of business (City/State).

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

**This is your electronic signature.

Elyria, Ohio

13 **Delinquent Taxpayers - Texas Education Code 44.044**

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

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

**This is your electronic signature.

I am not a delinquent taxpayer to McAllen ISD

14 **Texas Historically Underutilized Businesses (HUB) – Texas Education Code 44.031(b)(6)**

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

[ ] I am an Active certified HUB vendor (upload HUB certificate in "Response Attachments" tab)
[ ] Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
[ ] I am neither

**This is your electronic signature.

I am neither.

15 **Prohibition on Contracts with Companies Boycotting Certain Energy Companies - Texas Government Code 2276**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Pursuant to TEX. GOV'T CODE Ch. 2276 of SB 13 (87th session), Vendor hereby certifies and verifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this Agreement, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

**This is your electronic signature.

☑ I have read and hereby certify.

16 **Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries - Texas Government Code 2274**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; (c) this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) DISTRICT has determined that Vendor is not a sole-source provider or DISTRICT has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), Vendor hereby certifies and verifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**This is your electronic signature.

☑ I have read and hereby certify.

17 **Entities That Boycott Israel - Texas Government Code 2271**

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

Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term ''boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**This is your electronic signature.

☑ I agree and hereby certify.

18 **Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited - Texas Government Code 2252.152**

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 or 2252.153.

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

**This is your electronic signature.

☑ I have read and hereby certify.

19 **Listed Companies - Texas Government Code 2252.153**

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.

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

**This is your electronic signature.

☑ I have read and hereby certify.

20 **Exception - Texas Government Code 2252.154**

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.

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

**This is your electronic signature.

☑ I have read and hereby certify.

21 **Certification Regarding Certain Foreign-Owned Companies in Connection with Critical Infrastructure - Texas Government Code 2275**

DISTRICT is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by DISTRICT for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. The prohibition described applies regardless of whether: (1) the company's or its parent company's securities are publicly traded; or (2) the company or its parent company is listed on a public stock exchange as: (A) a Chinese, Iranian, North Korean, or Russian company; or (B) a company of a designated country. For purposes of this Agreement, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” See TEX. GOV’T CODE § 2275.0101(2) of SB 1226 (87th leg.).

Vendor hereby verifies and certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**This is your electronic signature.

☑ I have read and hereby certify.

22 **Non-Collusion Statement**

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

**This is your electronic signature.

☑ I have read and hereby certify.

23 **Required Contract Provisions for Contracts for Non-Federal Entity / Recipient and Subrecipient Contracts under Federal Awards - Appendix II to 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by McAllen ISD (“DISTRICT”) for any contract resulting from this procurement process. McAllen ISD is the subgrantee or subrecipient by definition. In the event of a conflict or inconsistency between the following terms and conditions and any provision of any contract, agreement, or Purchase Order, the following terms and conditions shall control.

In addition to other provisions required by the federal agency or recipient and subrecipient, all contracts made by the recipient or subrecipient under the Federal award must contain provisions covering the following, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the Contract/PO between McAllen ISD and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

Contractor/Sub-contractor agrees to comply with the following provisions.

**This is your electronic signature.

☑ I have read and hereby certify.

24

A. Contracts in Excess of $250,000

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Vendor has read the above and hereby certifies to comply.

**This is your electronic signature.

☑ I have read and hereby certify.

25

B. Contracts in Excess of $10,000

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

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

**This is your electronic signature.

☑ I have read and hereby certify.

26

C. 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."

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

**This is your electronic signature.

☑ I have read and hereby certify.

27

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by recipients or subrecipients 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 recipients or subrecipients 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 recipient or subrecipient 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 recipient or subrecipient must report all suspected or reported violations to the Federal awarding agency.

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

**This is your electronic signature.

☑ I have read and hereby certify.

28

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

Where applicable, all contracts awarded by the recipient or subrecipient 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 which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

**This is your electronic signature.

☑ I have read and hereby certify.

29

F. 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 subrecipient 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 subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

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

**This is your electronic signature.

☑ I have read and hereby certify.

30

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

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

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

**This is your electronic signature.

☑ I have read and hereby certify.

31

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

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

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

**This is your electronic signature.

☑ I have read and hereby certify.

32

I. 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 non-federal award.

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

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

    This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**This is your electronic signature.

☑ I have read and hereby certify.

33

J. Contract Cost and Price (2 C.F.R. § 200.324)

(a) The District must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted is dependent on the facts surrounding the particular procurement transaction, but as a starting point, the District must make independent estimates before receiving bids or proposals. (b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the District under Subpart E—Cost Principles of this part. The district may reference its own cost principles as long as they comply with the Federal cost principles. (c) “Cost plus a percentage of cost” and “percentage of construction costs” methods of contracting must not be used.

Vendor certifies and agrees to comply with all applicable requirements.

**This is your electronic signature.

☑ I have read and hereby certify.

34

K. Procurement of Recovered Materials (2 C.F.R. § 200.323)

When federal funds are expended by McAllen ISD, McAllen ISD 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: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

McAllen ISD and its contractors will, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

- Pursuant to Federal Rule (K) above, when federal funds are expended by McAllen ISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that (1) the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements; and (2) vendor will ensure compliance with all of the aforementioned requirements in Federal Rule (K) above.

**This is your electronic signature.

☑ I have read and hereby certify.

35

L. Contracting with Small and Minority Businesses, Women's Business Enterprise, Veteran-Owned businesses, and Labor Surplus Area Firms (2 C.F.R § 200.321)

When federal funds are expended by McAllen ISD, Vendor must ensure that small business, minority businesses, women’s business enterprise, Veteran-Owned businesses, and labor surplus area firms (See U.S. Department of Labor’s list) are considered as set forth below.

Such consideration means: (1) these business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential resources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.

**This is your electronic signature.

☑ I have read and hereby certify.

36

M. Never Contract with the Enemy (2 C.F.R. § 200.215)

When federal funds are expended by McAllen ISD for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 during the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, District will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is not an excluded entity under the System for Award Management (SAM) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The District has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

**This is your electronic signature.

☑ I have read and hereby certify.

37

N. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216)

The District, as a recipient, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; (c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained. (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. (f) For additional information, see section 889 of Public Law 115-232 and § 200.471

Vendor certifies that they will not procure or obtain equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**This is your electronic signature.

☑ I have read and hereby certify.

38

O. Certification of Compliance with Whistleblower Protections (2 CFR § 200.217)

If vendor is a subrecipient of McAllen ISD, vendor must not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Vendor certifies that they will inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

***This is your electronic signature.

☑ I have read and hereby certify.

39

P. Records Retention Requirements for Contracts Paid for with Federal Funds (2 C.F.R § 200.334)

When federal funds are expended by McAllen ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334, including, without limitation, financial records, supporting documentation, and statistical records, for a **period of three (3) years** after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**This is your electronic signature.

☑ I have read and hereby certify.

40

Q. Record Retention Requirements for Contracts Paid for with U.S. Department of Agriculture (USDA) Funds (Child Nutrition)

When U.S. Department of Agriculture funds are expended by McAllen ISD, District is required to keep documentation related to school nutrition programs for **a minimum of five (5) Years.** When there is a conflict between USDA regulations and other regulations, District must follow USDA regulations. Vendor certifies that it will comply with the record retention requirements detailed in Texas Department of Agriculture/Food and Nutrition Division, Administrator's Reference Manual (ARM) /Section 17a, Procurement Procedures.

***This is your electronic signature.

☑ I have read and hereby certify.

41

R. Certification of Compliance with EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts In Excess Of $100,000 of Federal Funds

When federal funds are expended by McAllen ISD for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

***This is your electronic signature.

☑ I have read and hereby certify.

42

S. Certification of Compliance with the Energy Policy and Conservation Act

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

***This is your electronic signature.

☑ I have read and hereby certify.

43

T. Certification of Compliance as a Responsible Contractor (2 C.F.R. § 200.318)

When federal funds are expended by McAllen ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory regulations, legal requirements, standards, and policies relating to: contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction.

***This is your electronic signature.

☑ I have read and hereby certify.

44

U. Certification of Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322(a) and (b))

To the greatest extent practicable and consistent with law, McAllen ISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds.

Vendor agrees that the requirements of this section will be included in all subawards, contracts, and purchase orders under this federal award. (Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.)

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**This is your electronic signature.

☑ I have read and hereby certify.

45

V. Certification of Domestic Certification of Domestic Preferences for Procurements and Compliance with Buy America Provisions (2 C.F.R. § 200.322(c))

2 CFR § 200.322(c) requires federal agencies providing Federal financial assistance for infrastructure projects to implement the Buy America preferences set forth in 2 CFR part 184. Consequently, to the extent applicable and pursuant to the Build America, Buy America Act ("BABA"), when McAllen ISD is the recipient of an award of Federal financial assistance from a program for infrastructure, none of the funds provided under the award may be used for an infrastructure project unless all iron and steel, manufactured products, and construction materials incorporated into the project are produced in the United States. "Infrastructure" means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

Vendor hereby certifies and agrees that it is in compliance with all applicable provisions and requirements of the Buy America Preference, including, but not limited to, all BABA requirements and/or guidance that are specific to the Federal agency awarding the Federal financial assistance, including, but expressly not limited to: the U.S. Department of Education, the U.S. Department of Health and Human Services, and the U.S. Department of Agriculture (collectively, the "Buy America Preference Requirements"). The Buy America Preference Requirements shall flow down to and be included in all subawards of the Federal award to all subrecipients at all tiers, including all contracts and purchase orders for work performed or products supplied under the Federal award. Vendor shall be responsible to obtain certifications of compliance with the Buy America Preference Requirements from such subrecipients, to retain such certifications in accordance with the record retention requirements applicable to the Federal award, and to provide copies of such certifications, upon request, to McAllen ISD and/or the awarding Federal agency.

***This is your electronic signature.

☑ I have read and hereby certify.

46

W. Certification of Compliance with Buy American Provisions Applicable to Food Purchases made with School Nutrition Program (SNP) funds

The Buy American provision applies to all food purchases made with SNP funds. This provision requires CEs and third parties, acting on behalf of CEs, to purchase domestically grown and processed food to the maximum extent practicable. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Vendor hereby certifies and agrees that it is in compliance with all applicable provisions of the Buy American provisions applicable to food purchases.

**This is your electronic signature.

☑ I have read and hereby certify.

47

X. Certification of Access to Records (2 C.F.R. §200.337)

Vendor agrees that: (a) **Records of *recipients and subrecipients***. The Federal Agency or District, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives must have the right of access to any records of the recipient or subrecipient pertinent to the Federal award to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general; (b) ***Extraordinary and rare circumstances***. The recipient or subrecipient and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency; and (c) ***Expiration of right of access***. The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon recipients and subrecipients.

**This is your electronic signature.

☑ I have read and hereby certify.

48

Y. Certification of Applicability to Subcontractors

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

**This is your electronic signature.

☑ I have read and hereby certify.

49

Z. Copyright (2 C.F.R. § 200.315)

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

**This is your electronic signature.

☑ I have read and hereby certify.

50

AA. Professional Services Contracts with Federal Funds

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

1. All services will be completed during the effective dates of the contract.
2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318-.327.
5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

**This is your electronic signature.

☑ I have read and hereby certify.

51

BB. Certification of Compliance with Other Federal Provisions

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

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

**This is your electronic signature.

☑ I have read and hereby certify.

52 **Contractor Certification**

Contractor certifies that the information listed above has been reviewed and the information furnished is true to the best of their knowledge. Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certify compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

**This is your electronic signature.

☑ I have read and hereby certify.

53 **Addendum**

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

**This is your electronic signature.

☑ I have read and hereby acknowledge.

54 **Legal Name of Bidding Firm / Entity**

ElectRx and Health Solutions LLC

55 **Year Founded / Established**

2009

56 **Principal Office Address**

Provide the physical street address, city, state, and zip code of the firm’s headquarters or primary place of business.

276 S. Logan Street, Elyria, Ohio 44035

57 **Authorized Representative / Primary Contact Person**

David Ewonce

58 **Authorized Representative / Primary Contact Person's Email**

dewonce@electrx.com

59 **Authorized Representative / Primary Contact Person's Phone Number**

(855) 353-2879

60 **Prescription Drug Benefit Experience - Number of Active School District Clients**

25

61 **Prescription Drug Benefit Experience - Number of Active Non-School District Clients**

1250

62 **Upload a list of offices and facilities that would provide services under this contract to the "Response Attachments" tab.**

Upload a comprehensive directory of all corporate offices, dispensing facilities, call centers, and fulfillment locations that will directly support or provide services under this contract. Refer to Specifications & SOW 11.3.5.

- Company / Facility Name
- Physical Street Address *(City, State, ZIP Code)*
- Primary Phone Number
- Designated Contact Person Name
- Contact Person Title
- Email Address

63 **Provide three (3) different current client references of similar size and service type**

The District respects the privacy of all respondent's client lists, but we require the information for proper evaluation. Failure to provide client information may affect respondent in the evaluation process.

64 **Reference 1 - Client Name / Organization**

Rosen Medical / Rosen Health Plan

65 **Reference 1 - Contact Person Name & Title**

Kenneth Aldridge, Jr.

66 **Reference 1 - Contact Phone Number & Email Address**

(407) 996-4554

67 **Reference 1 - Number of Covered Employees / Lives (Receiving Services)**

3000

68 **Reference 1 - Dates of Service / Contract Period**

2009 to present

69 **Reference 2 - Client Name / Organization**

School District of Osceola County

70 **Reference 2 - Contact Person Name & Title**

Lauren Haddox

71 **Reference 2 - Contact Phone Number & Email Address**

(407) 870-4989 x67556

72 **Reference 2 - Number of Covered Employees / Lives (Receiving Services)**

8000

73 **Reference 2 - Dates of Service / Contract Period**

Since 2020 annual

74 **Reference 3 - Client Name / Organization**

Sharyland Independent School District

75 **Reference 3 - Contact Person Name & Title**

Mark Dougherty

76 **Reference 3 - Contact Phone Number & Email Address**

(956) 580-5200 x1012

77 **Reference 3 - Number of Covered Employees / Lives (Receiving Services)**

1300

78 **Reference 3 - Dates of Service / Contract Period**

2023 to present, annual

79 **NOTE**

If any of the following questions are not applicable, respond with N/A.

80 **SERVICES**

81 **Does your proposed pricing include access to real-time claims adjudication tracking software at no additional cost to the client?**

Yes

82 **Real-Time Claims Adjudication Software Costs**

If an additional charge applies for access to real-time claims adjudication tracking software, state the exact licensing fee structure (e.g., Per Member Per Month, annual licensing fee, or flat fee).

No response

83 **Does your proposal utilize a fully transparent pass-through pricing model?**

The District prefers a transparent pass-through pricing model. Proposals utilizing this model will receive maximum preference during evaluation.

Yes

84 **Alternative Pricing Model Explanation**

If you answered "No" to the transparent pass-through pricing model above in Bid Attribute 83, provide a detailed description of your proposed service and pricing model.

No response

85 **The vendor certifies that the District will not be required to pay any additional fees, costs, or expenses other than those expressly outlined in the proposal response.**

**This is your electronic signature.

☑ I acknowledge I have read, understand, and agree.

86 **Cold Chain Capabilities**

Do you provide temperature-controlled, cool, and cold chain medication dispensing and delivery services?

Yes

87

Shipping & Transport Methods

Describe your shipment methods for cool and cold chain medications, including carrier selection, delivery speed options, and overnight transport protocols.

Cold-chain shipments are transported exclusively using Canada Post Xpresspost, Completed shipments remain under appropriate temperature-controlled conditions until transferred to Canada Post. Shipping schedules are reviewed to minimize avoidable delays, including weekends and holidays. Anticipated transit time is assessed against both the qualified duration of the selected shipping system and the documented stability characteristics of the medication. Once tendered to Canada Post, transportation and delivery status are tracked electronically using the carrier tracking number. If a transportation delay or delivery exception could affect product integrity, the shipment is reviewed and associated temperature data can be retrieved as part of the quality-assurance process.

88

Packaging Standards & Handling Instructions

Describe your packaging standards and special handling instructions for cold chain shipments, including insulation types, gel pack/refrigerant placement, and exterior warning labels.

Shipments are packaged using either TempAid temperature-controlled shipping systems manufactured by Cold Chain Science Enterprises or pre-qualified Cryopak systems, selected based on medication type, stability requirements, and anticipated shipping duration. Packaging components are prepared according to the applicable qualified shipping configuration. Reusable components are inspected and cleaned/sanitized before reuse, and gel packs or phase-change materials are preconditioned as required. The medication is positioned within the pack-out using insulated packaging, conditioned thermal components, protective materials, and temperature-monitoring equipment, avoiding direct contact with frozen components where applicable. Each assembled package is inspected for correct component placement and secure closure. Photographs of the pack-out are retained in the pharmacy's shipping system. Exterior labeling and shipment identification follow applicable shipping and program requirements.

89

Temperature Safeguarding & Monitoring Equipment

Describe the equipment and processes used to safeguard medication temperatures during storage, transit, and delivery.

Shipments are packaged using either TempAid temperature-controlled shipping systems manufactured by Cold Chain Science Enterprises or pre-qualified Cryopak systems, selected based on medication type, stability requirements, and anticipated shipping duration. Packaging components are prepared according to the applicable qualified shipping configuration. Reusable components are inspected and cleaned/sanitized before reuse, and gel packs or phase-change materials are preconditioned as required. The medication is positioned within the pack-out using insulated packaging, conditioned thermal components, protective materials, and temperature-monitoring equipment, avoiding direct contact with frozen components where applicable. Each assembled package is inspected for correct component placement and secure closure. Photographs of the pack-out are retained in the pharmacy's shipping system. Exterior labeling and shipment identification follow applicable shipping and program requirements.

90

Reusable Container & Shipping Return Protocols

Outline the return requirements and protocols for specialized cold chain containers, totes, or monitoring equipment, including whether return shipping labels and reusable totes are provided to members at no additional cost.

Shipments are packaged using either TempAid temperature-controlled shipping systems manufactured by Cold Chain Science Enterprises or pre-qualified Cryopak systems, selected based on medication type, stability requirements, and anticipated shipping duration. Packaging components are prepared according to the applicable qualified shipping configuration. Reusable components are inspected and cleaned/sanitized before reuse, and gel packs or phase-change materials are preconditioned as required. The medication is positioned within the pack-out using insulated packaging, conditioned thermal components, protective materials, and temperature-monitoring equipment, avoiding direct contact with frozen components where applicable. Each assembled package is inspected for correct component placement and secure closure. Photographs of the pack-out are retained in the pharmacy's shipping system. Exterior labeling and shipment identification follow applicable shipping and program requirements.

91

Additional Cold Chain Specifications

Provide any additional relevant information regarding your cold chain capabilities, disaster recovery protocols for power/refrigeration outages, or cold chain quality assurance metrics.

Electronic records are maintained for each cold-chain shipment and may include temperature requirements, shipping system, monitoring device, packing date and time, responsible staff member, packaging photographs, carrier tracking, delivery status, and deviations. Any suspected temperature excursion, delay, or other cold-chain exception is reviewed by a pharmacist against the medication's stability data. The pharmacist determines whether it remains suitable for use, needs further investigation, or must be replaced, and the incident and disposition are documented. Refrigerated storage is backed by multiple refrigerated areas on separate power sources and by capacity at alternate pharmacy locations. If storage conditions may be compromised, affected inventory is moved to qualified alternate storage and held from dispensing until its temperature history and stability information are reviewed. Together, these controls provide an auditable cold-chain quality-assurance and continuity process.

92

Third-Party Audit Authorization

Will the Respondent agree to contractual provisions allowing the District full rights to audit all obligations, financial records, pricing, rebates, and performance metrics under the resulting agreement?

Failure to grant full third-party audit rights may result in disqualification of the proposal.

Yes

93

Selection of Independent Auditor

Will the District retain sole discretion in selecting the independent third-party auditor for any audits conducted under this agreement?

Yes

94

Litigation History (Past five (5) Years)

Has the bidding entity, its parent company, or any affiliated subsidiaries been a party to or named as a defendant in any state, federal civil, or criminal lawsuit within the preceding five (5) years?

Yes

95

If answered "Yes" to Bid Attribute 94, provide a complete schedule of each lawsuit

Include:

- Case style / Case name (Plaintiff v. Defendant)
- Case/Docket number
- Court jurisdiction (State/Federal & County/District)
- Primary subject matter or allegations
- Final disposition, judgment, or current status

Gilead Sciences, Inc. v. Proact, Inc., RX Valet, LLC et.al. 24-cv-3566-JRR, US District Court Maryland, Lanham Act and improper importation. Currently in pre-discovery stage.

96

Pending Administrative & Regulatory Claims

Are there any unresolved claims, enforcement actions, or administrative proceedings currently pending against your organization before any local, state, or federal agency?

No

97 **If answered "Yes" to Bid Attribute 96, provide a full description of each pending matter**

Include:

- The regulatory agency
- Filing date
- Nature of the claim
- Current status

No response

98 **Pricing Guarantee Period**

For what specific period of time are all proposed costs, fees, discounts, and guarantees locked and guaranteed?

International prescription prices are subject to change based on currency fluctuations, supply issues, and force majure. Price changes are communicated regularly.

99 **District Rebate Pass-Through Participation**

Will the District retain any portion of the manufacturer rebates, administrative fees, or manufacturer concessions collected under this contract?

No

100 **If answered "Yes" to Bid Attribute 99**

State the exact percentage of total rebates/concessions retained by the District versus the percentage retained by your firm.

Not a rebate program

101 **Direct Billing Compliance**

Your firm agrees to bill the District directly for all plan costs without utilizing third-party billing intermediaries.

Yes

102 **Allocation of Dispensing & Delivery Costs**

How are the costs associated with prescription dispensing fees, packaging, and mail-order delivery allocated?

Fully Covered by Vendor

103 **Dispensing & Shipping Fee Explanation**

Provide a detailed explanation of your response to Bid Attribute 102. Explicitly state any shipping fees, expedited delivery surcharges, or dispensing fee structures charged to either the District or plan members.

Shipping and handling borne by the Vendor, not the Member.

104 **Administrative Fees**

Are there any administrative fees, account management charges, implementation fees, or platform usage costs associated with your services?

No

105 **If answered "Yes" to Bid Attribute 104**

Provide a complete, itemized description of all administrative costs, including the specific fee structure (e.g., Per Member Per Month, flat monthly fee, or per-claim fee).

No response

106

Three-Year Rate Lock Guarantee

Are all proposed administrative fees and unit costs fully guaranteed for a minimum period of three (3) consecutive years from contract execution?

No

107

If answered "No" to Bid Attribute 106

Can your firm guarantee all proposed administrative fees and costs for a minimum of two (2) consecutive years? If no, state the maximum length of time your pricing can be locked.

ElectRx medication prices are quoted at a flat rate, meaning the quoted and billed prices include all fees, shipping and handling, etc. There are no additional fees.

108

Comprehensive Schedule of Fees and Charges

Provide a complete, itemized schedule of all fees, rates, and pass-through costs that could potentially be billed to the District under this contract.

ElectRx medication prices are quoted at a flat rate, meaning the quoted and billed prices include all fees, shipping and handling, etc. There are no additional fees.

109

Electronic Payment & Wire Transfer Procedures

Describe your firm’s policies, security protocols, and operational procedures for receiving wire transfers and Electronic Funds Transfers (EFT) for invoice settlements.

ElectRx invoices the District directly twice monthly and accepts payment by ACH/EFT or wire transfer to its U.S. business operating account, held in the name of ElectRx and Health Solutions LLC and matching its IRS Form W-9. Remittance instructions are delivered once and confirmed on each invoice. ElectRx will never change banking instructions by email alone: any change is issued in writing and must be confirmed by the District through a call-back to ElectRx's published number, (855) 353-2879 attn: Kathy Wallace, before use. Each invoice carries the District's purchase order number and invoice number, and payments are reconciled against them on receipt; ElectRx confirms receipt to the District on request. Account access is limited to authorized finance personnel using multi-factor authentication. ElectRx charges the District no fee for electronic payment, and any discrepancy is resolved within thirty days of notice.

110

Corporate Bankruptcy History (Past seven (7) Years)

Has the bidding business entity (or any parent, subsidiary, or predecessor company) filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge of debt under U.S. Bankruptcy Laws within the preceding seven (7) years?

No

111

If answered "Yes" to Bid Attribute 110

State the specific court jurisdiction (State/District), case number(s), filing date, Chapter filed under (e.g., Chapter 7 or Chapter 11), and current status or disposition.

No response

112

Ownership & Executive Bankruptcy History (Past seven (7) Years)

Has any current owner, principal officer, general partner, or managing member of the bidding entity filed a voluntary or involuntary petition in bankruptcy, obtained an order for relief, or received a discharge of debt under U.S. Bankruptcy Laws within the preceding seven (7) years?

No

113

If answered "Yes" to Bid Attribute 112

Identify the individual by name, title, court jurisdiction (State/District), case number(s), filing date, and current status or disposition.

No response

114

United States Food and Drug Administration - Warning Letters or Other Notifications

Has your organization received any **warning letters** or **other notifications** from the United States Food and Drug Administration related to introduction of drugs into interstate commerce in **violation of sections** 301(a), 301(d), and 505(a) of the Federal Food, Drug, and Cosmetic Act (FD&C Act) [21 U.S.C. §§ 331(a), 331(d), and 355(a)]?

Yes

115

If answered "Yes" to Bid Attribute 114

Provide a complete narrative detailing:

- The date and specific nature of each FDA notification or Warning Letter.
- The specific drug products or facilities cited.
- Your firm's formal response, corrective action plan, and current regulatory resolution status with the FDA.

FDA Warning Letter, March 2, 2023 regarding the introduction of foreign drugs into US commerce. ElectRx timely responded to the statements and corrected the misunderstanding and ElectRx's roles. No further communication has been received from FDA.

116

Minimum Quality Assurance Standards (Refer to Attachments tab)

The Vendor agrees to comply with, and certify that they meet, all Minimum Quality Assurance Standards. Refer to Specifications and SOW 11.4.1.10 and Attachment B.

☑ **I have read and hereby certify.

☐ **No, unable to certify.

117

If answered "No" to Bid Attribute 116

Provide a comprehensive list of all requested exceptions, deviations, or clarifications regarding the Minimum Quality Assurance Standards outlined in Attachment B.

No response

118

Formulary & Unit Price Crosswalk File

Will your firm provide a comprehensive formulary file of all covered medications, including 11-digit National Drug Code (NDC) crosswalks, drug classifications, package sizes, and corresponding unit prices, in an electronic format requested by the District?

Yes

119

If answered "No" to Bid Attribute 118

Provide a detailed explanation of any limitations, alternate data formats, or requested exceptions regarding the formulary and NDC pricing file.

No response

120

Prescription Utilization & Billing Data File

Will your firm provide a detailed prescription utilization data file containing itemized claim-level details for all prescriptions filled on behalf of plan members with each billing invoice, as well as on a monthly, quarterly, and annual basis at no additional charge?

Yes

121

If answered "No" to Bid Attribute 120

Provide a detailed explanation of any limitations, alternate delivery schedules, or requested exceptions regarding prescription utilization data reporting.

No response

122

Eligibility File Acceptance

Is the Respondent capable of receiving and processing automated electronic eligibility files for active District members and covered dependents?

Yes

123

If answered "Yes" to Bid Attribute 122

Detail your minimum file layout requirements, data transfer protocols, required data fields, and standard processing frequency (e.g., daily, weekly).

Eligibility is handled through secure FTP or secure portal access based on the District's protocol. Eligibility can also be received from a third party at the District's directive.

124

International Drug Sourcing / Personal Importation Programs

Does your firm offer or partner with an international prescription sourcing or personal importation program for select brand-name, maintenance, or specialty medications (e.g. Trulicity) that may be available in foreign markets at different dosages or lower net costs?

Yes

125

If answered "Yes" to Bid Attribute 124

Provide a comprehensive list of all eligible international medications, sourcing countries, dispensing mechanisms, member copay savings, and safety compliance protocols.

ElectRx builds a formulary specific to each plan and does not publish a fixed drug list or dispensing pharmacies, because international availability, pricing, and pharmacy placement change regularly. The formulary starts from Attachment C and District utilization; ElectRx quotes prices and the District decides what is covered, reviewing at least quarterly. Sourcing is limited to Tier One countries: Canada, the United Kingdom, Australia, and New Zealand. Licensed brick-and-mortar pharmacies dispense on a valid U.S. prescription and ship directly to the member. ElectRx administers the program but does not itself dispense, store, or ship medications. Prices are flat and all-inclusive; savings depend on formulary and participation and are not guaranteed. Member cost share follows District plan design. Safety protocols include pharmacist drug utilization review, monograph comparison, licensed wholesalers, temperature control, recall notices, and HIPAA safeguards.

126

Member Implementation & Enrollment Process

Describe your end-to-end enrollment and onboarding process for District members. Include timelines for initial data loading, welcome kit mailings, ID card distribution, and transition protocols for members with active, ongoing prescriptions or prior authorizations.

McAllen ISD is an existing ElectRx client, so initial data loading, onboarding, and transition steps are not required; the current eligibility feed continues without interruption. Member communications, outreach, welcome materials, and ID cards are handled by the District's PBM. ElectRx confirms each member's enrollment and eligibility through its call center at 276 S. Logan Street, Elyria, Ohio 44035, toll-free (855) 353-2879, Monday through Friday, 8:30 a.m. to 4:30 p.m. Eastern, with an answering service after hours. Eligibility is received by secure FTP or secure portal under the District's protocol. At enrollment, the call center verifies the member's demographics and current medications. Renewals, prescription confirmation, refill outreach, and all other medication-related activity are handled exclusively by the licensed dispensing pharmacy, which contacts the member and prescriber directly. Prior authorizations remain with the PBM and dispensing pharmacy..

127

Member Communications, Technology & Customer Service

Provide a comprehensive description of your member communication channels, support capabilities, and digital features, specifically addressing:
• Customer Service Center: Operating hours, toll-free support numbers, call center locations, average speed to answer, and multi-lingual/TTY capabilities.
• Member Communications: Written campaigns, welcome kits, electronic notifications (email/SMS), and formulary change notices.
• Digital & Mobile Platforms: Online member portal features and mobile application functionality (e.g., real-time drug pricing tools, pharmacy locators, digital ID cards, claims history, and refill requests).

Customer Service Center. ElectRx's call center is located at 276 S. Logan Street, Elyria, Ohio 44035. It operates Monday through Friday, 8:30 a.m. to 4:30 p.m. Eastern (7:30 a.m. to 3:30 p.m. Central), and an answering service takes calls at all other hours. Members may reach ElectRx by toll-free phone at (855) 353-2879, toll-free fax at (833) 353-2879, email, or text message. The call center confirms each member's eligibility and enrollment and answers program questions. Clinical and dispensing questions about a specific prescription are answered by a licensed pharmacist at the dispensing pharmacy with multi-lingual capacity. Member Communications. Written campaigns, welcome materials, ID cards, and formulary change notices are issued by the District's pharmacy benefits manager, consistent with the District's plan design. ElectRx supports those communications by supplying the PBM and the District with eligibility, pricing, and formulary data. Because the District reviews its program formulary at least quarterly, ElectRx provides updated pricing before each review so that any change can be communicated to members on the District's schedule. Shipment-level communications come from the dispensing pharmacy: members receive a tracking number by email or text when a shipment leaves the pharmacy and are told when it is out for delivery. Every prescription ships with a drug information sheet where one is available, and cold-chain shipments include illustrated handling instructions in English and Spanish. Members, and where appropriate their U.S. prescriber, are notified of any material shipping delay and of any recall or regulatory alert affecting a medication they have received. Digital and Mobile Platforms. ElectRx maintains an informational website at www.electrx.com. Member portal, pharmacy locator, digital ID card, and claims history functions reside with the District's PBM, so members use a single set of tools for their pharmacy benefit rather than two. Refill requests are handled directly by the dispensing pharmacy, which contacts the member when a refill is due. For the District, ElectRx provides reporting and invoicing twice monthly, including savings and activity reports, opportunity reports, and prescription identification and status reports, and it can develop custom reports to the District's specifications. Eligibility and reporting data move by secure FTP or secure portal under the District's data protocol.

128

Minimum Formulary Drug List Compliance (Refer to Attachments tab)

Does your proposed drug list include all medications listed in **Attachment C (Formulary Drug List)** at a minimum? Refer to Specifications and SOW 11.1.

No

129

If answered "No" to Bid Attribute 128

List the specific medications from Attachment C that are excluded or restricted, along with any proposed substitutions or clarifications.

ElectRx is unable to include Eliquis in any drug list at this time due to regulatory and supply chain restrictions.

130

District Right to Modify Formulary

Does the Respondent acknowledge and agree that the District retains sole authority and discretion to modify, add, or remove medications from the covered formulary throughout the contract term?

☑ **I confirm and agree.

☐ **I do not confirm and agree.

131

If answered "No" to Bid Attribute 130

Provide a detailed explanation of any limitations, restrictions, or required notice periods regarding District-directed formulary updates.

No response

Bid Lines

1 Package Header

Humira Pen Pnkt 40 MG/0.8ML or equal

Quantity: 1 UOM: EA Total: $3,063.14

Package Attributes

1. Metric Quantity

.8ml

2. Day Supply

1.6

3. National Drug Code

00074-4339-02

Package Items

1.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $3,063.14 Total: $3,063.14

1.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

2 Package Header

Ozempic (0.25 or 0.5 MG/Dose) or equal

Quantity: 1 UOM: EA Total: $414.45

Package Attributes

1. Metric Quantity

.68ml

2. Day Supply

3

3. National Drug Code

00169-4181-13

Package Items

2.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $414.45 Total: $414.45

2.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

3 Package Header

Ozempic (1 MG/Dose) Soph 4 MG/3ML or equal

Quantity: 1 UOM: EA Total: $414.45

Package Attributes

1. Metric Quantity

1.34ml

2. Day Supply

3

3. National Drug Code

00169-4130-13

Package Items

3.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $414.45 Total: $414.45

3.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

4 Package Header

Farxiga Tabs 10 MG or equal

Quantity: 1 UOM: EA Total: $423.16

Package Attributes

1. Metric Quantity

10mg

2. Day Supply

90

3. National Drug Code

00310-6210-30

Package Items

4.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $423.16 Total: $423.16

4.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

5 Package Header

Farxiga Tabs 5 MG or equal

Quantity: 1 UOM: EA Total: $391.44

Package Attributes

1. Metric Quantity

5mg

2. Day Supply

90

3. National Drug Code

00310-6205-30

Package Items

5.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $391.44 Total: $391.44

5.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

6 Package Header

TREMFYA ONE-PRESS 100 MG/ML or equal

Quantity: 1 UOM: EA Total: $5,875.92

Package Attributes

1. Metric Quantity

100mg

2. Day Supply

1

3. National Drug Code

57894-0640-11

Package Items

6.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $5,875.92 Total: $5,875.92

6.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

7 Package Header

Trulicity Sopn 1.5 MG/0.5 ML or equal

Quantity: 1 UOM: EA Total: $489.99

Package Attributes

1. Metric Quantity

1.5mg

2. Day Supply

2

3. National Drug Code

00002-1434-80

Package Items

7.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $489.99 Total: $489.99

7.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

8 Package Header

Trulicity Sopn 0.75 MG/0.5 ML or equal

Quantity: 1 UOM: EA Total: $489.99

Package Attributes

1. Metric Quantity

.75mg

2. Day Supply

2

3. National Drug Code

00002-1433-80

Package Items

8.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $489.99 Total: $489.99

8.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

9 Package Header

Jardiance Tabs 10 MG or equal

Quantity: 1 UOM: EA Total: $449.63

Package Attributes

1. Metric Quantity

10mg

2. Day Supply

90

3. National Drug Code

00597-0152-90

Package Items

9.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $449.63 Total: $449.63

9.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

10 Package Header

Jardiance Tabs 25 MG or equal

Quantity: 1 UOM: EA Total: $449.63

Package Attributes

1. Metric Quantity

25mg

2. Day Supply

90

3. National Drug Code

00597-0153-90

Package Items

10.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $449.63 Total: $449.63

10.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

11 Package Header

Xigduo XR TB24 5-1000 MG or equal

Quantity: 1 UOM: EA Total: $530.01

Package Attributes

1. Metric Quantity

5mg

2. Day Supply

180

3. National Drug Code

00310-6260-60

Package Items

11.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $530.01 Total: $530.01

11.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

12 Package Header

Xigduo XR TB24 10-1000 MG or equal

Quantity: 1 UOM: EA Total: $382.15

Package Attributes

1. Metric Quantity

10mg

2. Day Supply

84

3. National Drug Code

00310-6280-30

Package Items

12.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $382.15 Total: $382.15

12.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

13 Package Header

Enbrel Sosy 50 MG/ML or equal

Quantity: 1 UOM: EA Total: $3,213.42

Package Attributes

1. Metric Quantity

50mg

2. Day Supply

4

3. National Drug Code

58406-0021-04

Package Items

13.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $3,213.42 Total: $3,213.42

13.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

14 Package Header

Januvia Tabs 100 MG or equal

Quantity: 1 UOM: EA Total: $425.93

Package Attributes

1. Metric Quantity

100mg

2. Day Supply

90

3. National Drug Code

00006-0277-31

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Package Items

14.1 Ingredient Cost

Quantity: 1 UOM: EA Price: $425.93 Total: $425.93

14.2 Dispensing Fee

Quantity: 1 UOM: EA Price: $0.00 Total: $0.00

Response Total: $17,013.31

Docusign Envelope ID: 11339542-393C-84E5-805B-E900A971C28D

Exhibit “C” – Certificate of Insurance

Docusign Envelope ID: 11339542-393C-84E5-805B-E900A971C28D

ELECTRX&01 ASSISTANT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/17/2026

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

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

PRODUCER JCH & Associates Agency LLC 134 Warner Avenue Roslyn Heights, NY 11577	CONTACT NAME: PHONE (A/C, No, Ext): (516) 300-0456 FAX (A/C, No): E-MAIL ADDRESS: jonathan.hartwell@breiergroup.com
INSURED Elect RX & Health Solutions, LLC 276 South Logan St. Elyria, OH 44035	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Co — 18056 INSURER B : Hartford Insurance Company of Illinois INSURER C : RLI Insurance Company — 13056 INSURER D : Houston Casualty Company INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHBX21002304	6/11/2026	6/11/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		08 WEC AG7LUP	6/23/2026	6/23/2027	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
C	MPL / Errors & Omissions	X		RTP0051628	6/11/2026	6/11/2027	Aggregate	4,000,000
D	Cyber Liability	X		H26NGP251150-01	2/25/2026	2/25/2027	Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured.

CERTIFICATE HOLDER

McAllen Independent School District
2000 N. 23rd St
Mcallen, TX 78501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exhibit “D” – Data Sharing Agreement

Docusign Envelope ID: 1B3BDDB0-1494-823B-8212-B28C5D625D04

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 01, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2027-1018 Specific and Aggregate Medical Claims Stop Loss Insurance

REFERENCE: Goal 2: Financial Priorities; Strategy 7: Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District solicited proposals for the purchase of an individual and group aggregate stop loss insurance policy to protect the self-funded benefit plan from catastrophic claims. The District requested quotes for Medical Claims.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Two hundred eleven (211) vendors were invited to submit proposals, one (1) vendor responded, including one (1) non-responsive and three (3) no-bid.

The evaluation committee, comprised of Lorena Garcia, Deputy Superintendent for Business & Operations; Dr. Albert Canales, Chief Human Resources Officer; Karina Garza, Director for Employee Benefits and Safety/Risk Management; Laura Williams, Director of Purchasing Services; Elizabeth Cabrera, Coordinator for Purchasing Services; and Meralda Gonzalez, Senior Buyer, consulted with Valley Risk Consulting; and evaluated the proposals and recommends the top ranked.

LEGAL REVIEW:

None required

BUDGETARY CONSIDERATIONS:

The premiums are a fixed cost expense to Fund 753-Self Funded Benefit Plan.

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BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: November 10, 2026

SUBJECT: Discussion and Possible Action on Request for Proposal No. 2027-1018 Specific and Aggregate Medical Claims Stop Loss Insurance

REFERENCE: Goal 2: Financial Priorities; Strategy 7: Financial Priorities

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees:

A) Approve the ranking of Request for Proposals No. 2027-1018 Specific and Aggregate Medical Claims Stop Loss. The term of the policy shall be for a period of three (3) years, commencing on January 1, 2027, at a fixed rate; and

B) Approve that Administration begin negotiations with the top ranked. If the District is unable to negotiate a satisfactory rate with the selected vendor, the District shall, formally and in writing, end negotiations with that vendor and proceed to the next vendor in the order of the selection ranking until a contract is reached or all submittals are rejected; and

C) Authorize the Superintendent to execute policy application forms and related documents.

Attachment: ☑

SUBMITTED BY: Signed by: Karina G. Perez A734C9313EE34B0... **SUPERVISOR:** DocuSigned by: Albert Canales 781210883BE840C...

For further information contact:
Name: Mrs. Karina Garza, Director for Employee Benefits & Safety/Risk Management
Office: 956-618-7380
Email: karina.garza@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

EVALUATION MATRIX

PROJECT NO./NAME: 2027-1018 Specific and Aggregate Medical Claims Stop Loss Insurance

EVALUATION MEETING DATE: 11/18/26

No.	Criteria	Max. Pts. 100	The Monty Group Piedmont, SC	SA Benefit Services, a Division of Afore Insurance Services LLC Helotes, TX
	Total Points	**100**	**92**	**Non-Responsive**
	Ranking		**1**	**N/A**
1	**Price (LI 1-10)**	**60**	**60**	**0**
	Year 1 Specific & Aggregate (Total Combined Premium)		$2,355,586.80	Non-Responsive
2	**Reputation of the vendor and of the vendor's goods or services;**	**10**	**7**	**0**
	AM Best Rating Max pts (10 pts) (BA 61) A+ = 10 pts; A- to A = 7 pts; B+ below = 0 pts.		rating of A	Non-Responsive
3	**The quality of the vendor's goods or services**	**10**	**10**	**0**
	Does Proposal include 120% corridor (BA 76) Yes = 10 pts; No = 0 pts.		Answered Yes	Non-Responsive
4	**The extent to which the goods or services meet District's needs (LI43)**	**13**	**13**	**0**
	Is Advanced Funding included (BA 86):	6.5	6.5	Non-Responsive
	Yes = 6.5 pts; No = 0 pts.		Answered Yes	Non-Responsive
	Is the contract basis a 12/15 (BA102):	6.5	6.5	Non-Responsive
	Yes = 6.5 pts; No = 0 pts.		Answered Yes	Non-Responsive
5	**Past Relationship with District**	**2**	**2**	**0**
	Yes = 2 pts; No = 0 pts.		Yes; current vendor	Non-Responsive
6	**HUB (TEC 44.031(b)(6)) or Small and Minority Firms, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms (2 CFR 200.321)**	**0**	**0**	**0**
	N/A		N/A	N/A
7	**Total long-term cost to the district to acquire the vendor's goods or services**	**5**	**0**	**0**
	Multi-year offered (5 pts Max): Yes = calculated formula; No = 0 pts.		None	Non-Responsive
8	**Vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state**	**0**	**0**	**0**
	N/A		N/A	N/A
9	**Any other relevant factor specifically listed in the request for bids or proposals.**	**0**	**0**	**0**
	N/A		N/A	N/A

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Report Regarding 2026 Bond Update

REFERENCE: Goal 4, Strategy 7 - Financial Priorities

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The District has been steadfast in its efforts to provide factual information regarding the 2026 Bond and then to report its progress to the Board of Trustees and the community.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The Board of Trustees has called for a Bond election for May 2, 2026. This report is regarding the District's efforts to provide factual information regarding the 2026 Bond to teachers, parents and community members. The report will also provide an update on the next steps.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Not Applicable.

RECOMMENDED BOARD ACTION:

This report is for information purposes only, requires no Board action.

Attachment: ☑

SUBMITTED BY: Signed by: Ruben Trevino 185D4294ECB6439...

SUPERVISOR: Signed by: F91D3BE666D0441...

For further information contact:
Name: Ruben Trevino, Executive Director for Facilities, Maintenance and Operations
Office: 956-618-3200
Email: ruben.trevino@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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McALLEN ISD

BOARD OF TRUSTEES · BOARD PACKET

2026 Bond Program Monthly Update

December 1, 2026

Presented by Brownstone Consultants, Program Manager

BROWNSTONE CONSULTANTS

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IN THIS REPORT

Topics

01 **Capital Projects**
Two Design-Build Packages
RFQ and RFP Timeline

02 **District-Wide**
Design Under Way at Three Campuses
Four Requests for Qualifications
RFQ Timeline
Delivery Method Approved

03 **Program Management Services**

Click a topic to jump to it. “Agenda” on any slide brings you back.

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01

TOPIC 1

Capital Projects

Design-build procurement for the first campus packages.

‹ AGENDA

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Two Design-Build Packages

PACKAGE 1

Gonzalez and Milam Elementary Schools

Design-Build · Request for Qualifications

PACKAGE 2

Morris Middle School

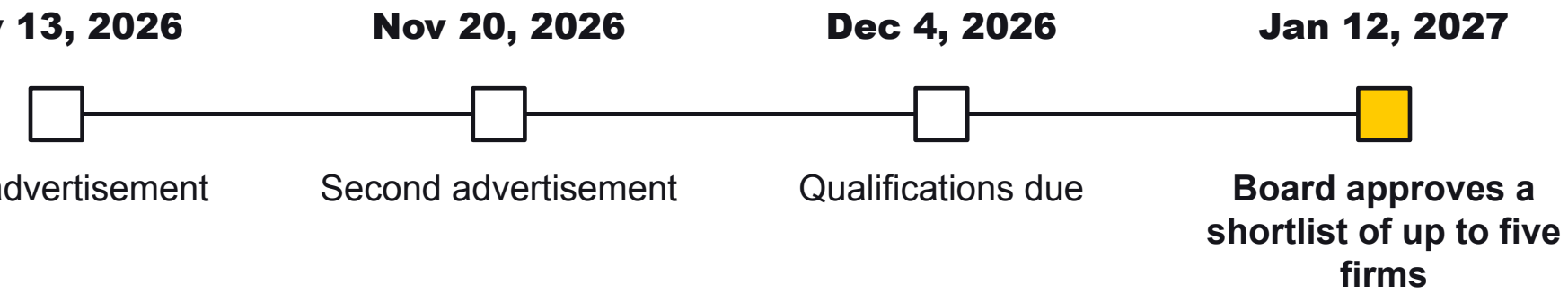
Design-Build · Request for Qualifications

Two-step selection: firms qualify first (RFQ), then a shortlist of up to five submits proposals (RFP).

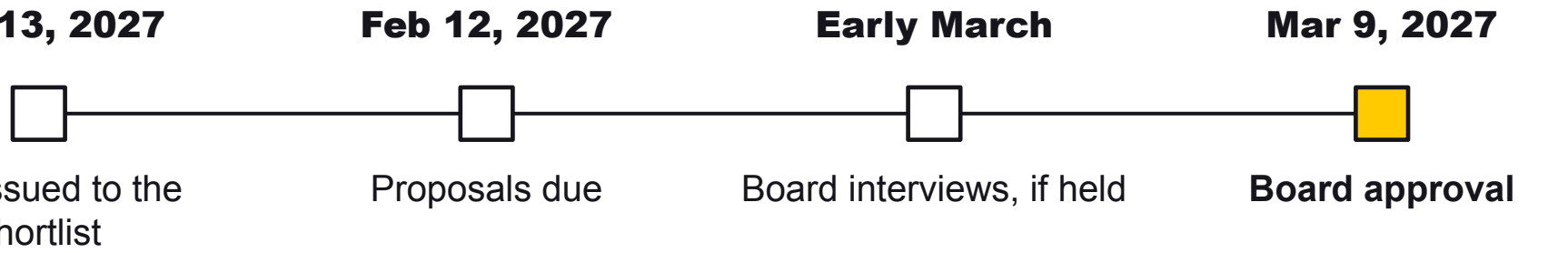
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Two Step Selection Process

STEP 1 · RFQ
Qualify Firms



STEP 2 · RFP
Pricing Methodology & Selection



Board action. Both packages follow this schedule.

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02

TOPIC 2

District-Wide

Design, procurement and delivery for the district-wide projects.

‹ AGENDA

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Design Under Way at Three Campuses

1

McAllen Memorial High School

HVAC Improvements

DESIGN FIRM
Halff Associates

2

James "Nikki" Rowe High School

Security Surveillance

DESIGN FIRM
Halff Associates

3

William B. Travis Middle School

Exterior Modification

DESIGN FIRM
Chanin Engineering

DELIVERY METHOD **Competitive sealed proposals (CSP), approved for all three projects.**

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Four Requests for Qualifications

MEP

7

CAMPUSES

Mechanical, electrical and plumbing (MEP) engineering

A/E Services

13

CAMPUSES

Architectural or engineering services for roof improvements

Civil Engineering

15

CAMPUSES

Civil engineering for site improvements

Environmental

All

CAMPUSES

Geotechnical, materials testing and asbestos surveys

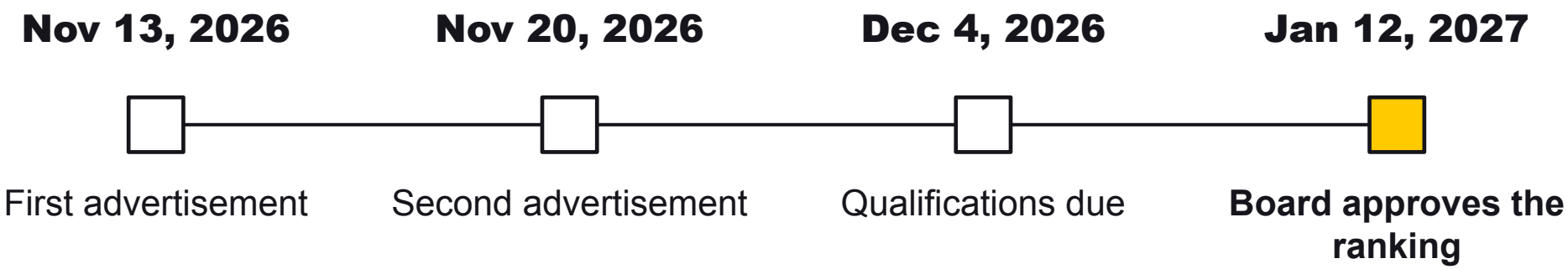
Each request selects firms on qualifications. Numbers are the campuses included in each request.

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RFQ Procurement Timeline

ALL FOUR RFQs

Qualify Firms



Board action.

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Project Delivery Method Approved

DISTRICT-WIDE PROJECTS

Competitive sealed proposals (CSP) approved as the delivery method for district-wide projects.

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03

TOPIC 3

Program Management Services

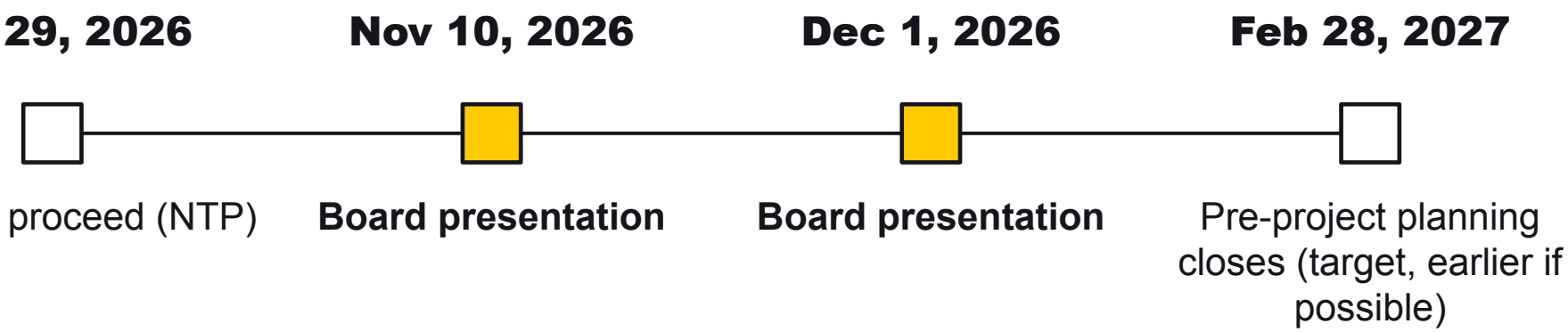
‹ AGENDA

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Program Management Timeline

PROGRAM MANAGER

Pre-Project Planning



Board presentation.

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Scope Items in Progress

1	**Public Program Website**	• Public bond website built • Working with the District on final edits for presentation to the Board
2	**Procurement Strategy**	• Delivery methods recommended: design-build, CMAR and competitive sealed proposal • Board memos prepared and reviewed with District staff • Finalizing pending project procurement strategies, to be brought to the Board at a later date
3	**Procurement Support**	• Design-build solicitations released Nov 13 • District-wide solicitations released Nov 13 • Remaining solicitations in preparation
4	**Meetings and Presentations**	• Standing weekly meeting with District staff • Board presentation delivered Nov 10; Dec 1 presentation in progress • Proposed cadence: 2nd Board meeting of every month

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Scope Items in Progress

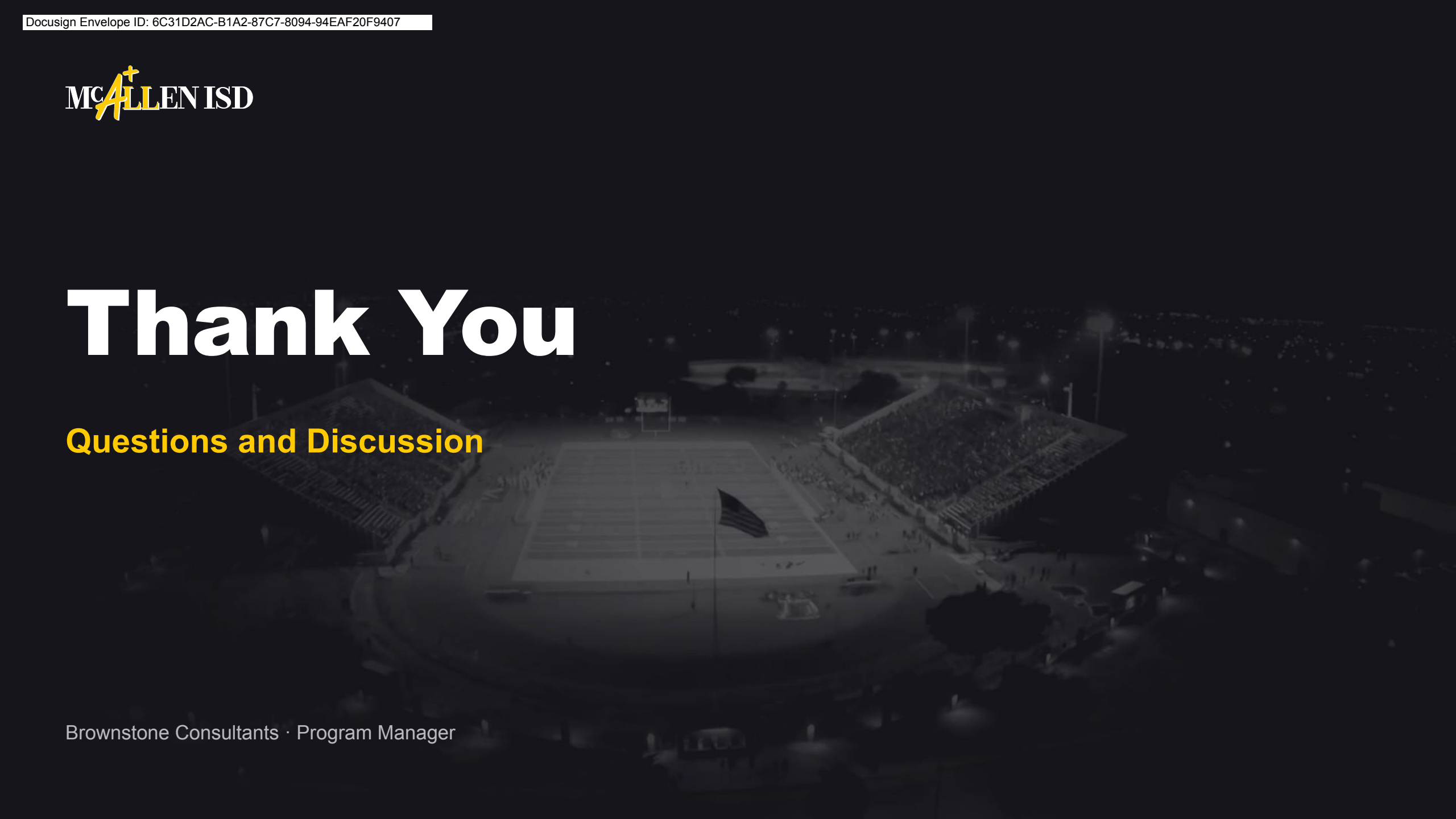
5	**Community Engagement**	• Attended and presented at Board advisory committee meetings
6	**Design Standards**	• Developed draft of design standards • Working with the District to finalize design standards
7	**PMIS**	• Built prototype project in Autodesk Forma • Working with District staff to finalize the project template • Final data sets to feed the website
8	**Master Program Schedule**	• Draft built for 26 projects across 14 campuses • Under review and refinement
9	**Master Program Budget**	• Reviewing budget provided by the District • Developing a standard budget format for PMIS and reporting
10	**Program Management Plan (PMP)**	• Draft in progress

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McALLEN ISD

Thank You

Questions and Discussion



Brownstone Consultants · Program Manager

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Report Regarding Interlocal Cooperative Agreement No. 2020-008 Region One ESC Library Services and Instructional Resources Cooperative

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Region One ESC Library Services and Instructional Resources Cooperative ("Agency") is a customized electronic purchasing system which is administered through the Local Government Purchasing Cooperative. The Agency was created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to provide efficiencies for members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. McAllen Independent School District ("District") benefits from the Purchasing Cooperative membership.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The District utilizes the contracts available through purchasing cooperatives as an additional resource for the acquisition of goods and services for students and staff on an as-needed basis. Additionally, in accordance with Texas Education Code, Chapter 44, Section 44.0331 - Management Fees Under Certain Cooperative Purchasing Contracts, a school district is required to report the fees paid for purchases through Interlocal Cooperative Agreements, if any. The membership fees charged by Region One are to cover administrative costs to provide the District instructional resources and services such as eBooks, videos, and other on-line, instructional resources.

LEGAL REVIEW:

None required.

BUDGETARY CONSIDERATIONS:

The District paid $65,690.30 in membership fees for the 2026-2027 school year. The District's membership fees for the 2026-2027 school year were paid using budgeted funds.

RECOMMENDED BOARD ACTION:

This item is for informational purposes only.

SUBMITTED BY: Signed by: Laura Williams FF540C4FE69A487...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

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

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

Docusign Envelope ID: 539E0624-2DDE-8E74-80CE-4B663001FA4E

Region One Education Service Center
1900 W. Schunior, Edinburg, TX 78541 ◆ Ph (956) 984-6000 ◆ Fax (956) 984-7655

Daniel P. King, Ph.D.
Executive Director

May 27, 2026

Dear Dr. Rene Gutierrez

The Region One Education Service Center appreciates your district's participation in the Library Services and Instructional Resources Virtual Library Cooperative. We impact student achievement by providing high-quality instructional resources and services that help students develop twenty-first century skills. In addition, district and charter schools realize financial benefits from volume purchasing discounts provided through cooperative membership.

The Region One ESC Library Services and Instructional Resources Cooperative District/Charter Commitment Form for 2026-2027 is enclosed. Membership in the Region One ESC Library Services and Instructional Resources Cooperative delivers many instructional resources/services to your campuses. (See Attachment A) We list of resource subscriptions is listed on Attachment A.

The cost of cooperative membership will be $3.38 per student enrollment for the 2026-2027 school year. The enclosed Cost Benefits Analysis indicates district level savings. The new Innovative Library Services Professional Development package is included in commitment total. Cost benefit analysis is enclosed for professional development package.

Please return the enclosed District/Charter Commitment Form to Region One Education Service Center, ATTN: Library Services and Instructional Resources Cooperative before **August 3, 2026**. Thank you for your assistance.

Sincerely,

Library Services and Instructional Resources Department
Technology Solutions Division

VG:AS Catalog of Library Services
Cost Benefit Analysis

Enclosure: District/Charter Commitment Form

Region One Education Service Center does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, gender identity, national origin, age, disability, or any other basis prohibited by law in its programs and activities.

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Region One Education Service Center
1900 West Schunior ◆ Edinburg, TX 78541 ◆ Phone (956) 984-6000 Fax (956) 984-7655

DISTRICT/CHARTER COMMITMENT FORM
LIBRARY SERVICES & INSTRUCTIONAL RESOURCES COOPERATIVE
2026-2027 School Year

McAllen ISD

School District Name

1. Membership Rate Per Student	$3.38
2. Total Enrollment (PEIMS 2025-2026 Enrollment)	19,435
3. District's Participation Commitment	$65,690.30
4. Innovative Library Professional Development Package (INCLUDED IN FEE)	$7,000.00
5. Total	$65,690.30

NOTE: **DO NOT SEND A PURCHASE ORDER BEFORE September 1, 2026**
Please email a purchase order *after September 1, 2026, to asepeda@esc1.net* for the district's participation commitment.

Committing to the Library Services & Instructional Resources Cooperative ensures that your district will continue to receive services for the 2026-2027 school year.

Please return this commitment form to confirm participation in the Library Services & Instructional Resources cooperative for the 2026-27 school year before August 3, 2026.
Signed form can be emailed to asepeda@esc1.net or vilgarcia@esc1.net .

AUTHORIZATION	
Region One ESC	**Participating District**
Signature Daniel King (Aug 19, 2026 11:34:12 CDT) Dr. Daniel P. King Executive Director	**Signature here** RENE GUTIERREZ (Aug 19, 2026 09:13:37 CDT) Dr. Rene Gutierrez Superintendent or Designee
Date: 08/19/2026	**Date:** 08/19/2026
Email: dking@esc1.net	**Email:** rene.gutierrez@mcallenisd.net
Phone: 956.984.6000	**Phone:** 956-618-6000

Approved as to form:
by: JOHNATHAN BALL (Aug 19, 2026 08:36:34 CDT)
Johnathan Ball, Staff Attorney

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Library Services and Instructional Resources Cooperative

2026-2027 Cost Benefit Analysis

District: McAllen ISD

SERVICE/RESOURCE	# OF STUDENTS	CO-OP MEMBERSHIP $3.43 PER STUDENT	Cost for district direct purchase from vendor		
			COST	STUDENT/ CAMPUS/ DISTRICT	TOTAL
BrainPOP, BrainPOP Jr, BrainPOP Español, BrainPOP Francais	19,435	Included in the Coop	$5,000	/campus	$53,446.25
News-O-Matic	19,435	Included in the Coop	$2.75	/student	$53,446.25
Gale Presents Peterson's Test Prep	19,435	Included in the Coop	$2,231.00	/campus	$64,699.00
TexQuest (State Funded Databases	19,435	Included in the Coop	$32	/student	$291,525.00
MackinVIA eBook Library/Resource	19,435	Included in the Coop	$24,000	/district	$24,000
Purchasing Cooperative		Included in the Coop			
Total		$65,690.30			$588,116.50

Innovative Library Services Professional Development

SERVICE DESCRIPTION	COST NON MEMBERS	ILPD MEMBERSHIP COST
2 full day onsite professional development days	$1,500 per day X 2 days = $2,400	Included in the Membership
Webinars, Online Course	$150 per course, $40 per webinar	Included in the Membership
All Library Services PD, minimum of 6	$150 per workshop X 6 = $900	Included in the Membership
Fall Media Fair, Spring Workshop	$150 per conference X 2 = $300	Included in the Membership
Book Studies	$650 per book study X 2 = $1,300	Included in the Membership
	$4,900 per participant X number of librarians =	
Total	$7,000.00	$204,300.00

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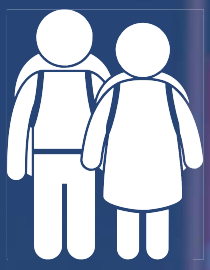
Library Services & Instructional Resources

Service Catalog

School Year 2026-2027



Serving
49 School Systems
across Region One



Impacting
2.3 million+
students



Aligning with state
standards and adapt
to evolving needs

www.esc1.net/libraryservices

Docusign Envelope ID: 539E0624-2DDE-8E74-80CE-4B663001FA4E

LIBRARY SERVICES & INSTRUCTIONAL RESOURCES
CATALOG OF SERVICES | A

LIBRARY SERVICES & INSTRUCTIONAL RESOURCES COOPERATIVE

A comprehensive collection of high-quality instructional resources and services aids students in developing information and digital literacy skills.
Schools also benefit financially from volume purchasing discounts through cooperative membership.

Regional Reading Competition

Top district winners compete to test their knowledge of selected books promoting literacy through team-based trivia.

Cooperative Members

- Receive invitation to participate and discounted entry fees
- Participate in the book selection committee

DIVISIONS

JUNIOR
GRADES 1-2

ELEMENTARY
GRADES 3-5

MIDDLE SCHOOL
GRADES 6-8

HIGH SCHOOL
GRADES 9-12

PROFESSIONAL DEVELOPMENT

Library Workshops (District Library Staff)

- Attend designated workshops at no additional cost
- Fall Media Fair
- Spring Workshop

MegaBYTE Membership (Librarians Only)

- Access on-demand learning
- Discount registration for MegaBYTE conferences
- Professional learning for effective technology use

Library Leadership Network

- Monthly meetings for district library leadership

PURCHASING COOPERATIVE

- Audio Visual/Multimedia Equipment & Software
- Consultants | Authors & Presenters
- Instructional Software & Applications
- Library Books, Furniture & Supplies
- Magazines Subscriptions | Print & Digital
- Technology Hardware & Equipment
- Other Library and Technology Resources/Services

DIGITAL LIBRARY INSTRUCTIONAL RESOURCES

Access digital learning resources from school or home with Region One ESC Instructional Resources in MackinVIA™, which offers eBooks, audiobooks, online databases, videos, and more to support traditional instruction. Access varies by school classification (Public vs. Private).

- Premium digital resources for K-12 students aligned with TEKS and the new SAT.
- Includes features like text-to-speech, translation, and TEKS/lexile search.

- Additional Resources

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LIBRARY SERVICES & INSTRUCTIONAL RESOURCES
CATALOG OF SERVICES | B

2026-2027 | INNOVATIVE LIBRARY PROFESSIONAL DEVELOMENT (ILPD)

High-quality professional development for school library staff offers support and expert knowledge. Programs encourage collaboration and sharing of best practices through in-person workshops and online courses tailored to library professionals' needs. Emphasizing practical applications, these offerings empower librarians to integrate new technologies and methodologies, fostering a vibrant community of lifelong learners committed to enhancing library services and educational resources.

30
Workshops
1,389
Participants

19
Districts
508
Participants

18
Webinars
242
Participants

SPECIALIZED SUPPORT

- New Librarian Academy
- Library Staff Academy
- School Library Mentor Academy
- Google & Apple Certifications

WORKSHOPS

- SERIES | AI for School Libraries
- Makerspace & Ed Tech Workshops
- Legislative Updates
  - Library Compliance, Parent Rights & Professional Practice
  - SB 13 & HB900

EVENTS

- Fall Media Fair
- Spring Refresh
- Instructional Materials Publisher Showcase

FLEXIBLE TRAINING

- Two district on-site professional development workshops
- Access selected online courses & webinars

PROFESSIONAL GROWTH

- Book Studies
- Mentorship Programs

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LIBRARY SERVICES & INSTRUCTIONAL RESOURCES
CATALOG OF SERVICES | C

2026-2027 | ADDITIONAL CONTRACT SERVICES

LIBRARY SERVICES SUPPORT

Certified Librarian of Record
Ensures compliance with state standards and guidelines. Responsibilities include supporting material selection—aligned with Senate Bill 13 (effective Sept. 1, 2025), which requires school board approval of library materials—while promoting information literacy and collaborating with educators for materials to enhance student learning.

Book Review & Facilitator Training
Focuses on compliance with mandatory collection development standards, parental involvement, and materials selection/deselection

Library Events
Planning and supporting campus literacy events & makerspace events

Collection Development
Systematic process for planning, selecting, maintaining, and withdrawing library materials ensuring compliance with the mandatory standards in 13 Texas Administrative Code §4.2, as required by Section 33.021 of the Texas Education Code.

Inventory
Verifying, auditing, and maintaining accurate records of collection materials (books, technology, furniture) to track usage, manage losses, and assess collection health

Collection Weeding (De-selection)
Removing outdated, inaccurate, damaged, or unused materials to keep the collection relevant, useful, and in good condition.

INSTRUCTIONAL MATERIALS SUPPORT

Instructional Materials Inventory
A comprehensive inventory system helps schools track textbooks and instructional materials, reduce losses, and ensure students have the resources they need. Effective systems monitor both serialized items—such as barcoded textbooks and lab equipment—and consumable materials like workbooks.

Unique Needs
We offer additional contract services tailored to your school system's specific requirements. Our team is ready to discuss various options to ensure you receive the best support possible.

Barcode Organization & Compliance Support
Ensures accurate tracking and management of library and instructional materials through standardized barcoding, supporting efficient inventory control and compliance with district and state requirements.

Final Status Reporting & Analysis
Provides a clear overview of inventory results, identifying gaps and surpluses to support informed decisions, resource allocation, and compliance with district requirements.

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Annual Events

Battle of the Books
Regional Reading Competition

Inspiring Readers. Building Teams. Celebrating Learning.
Battle of the Books is a district and regional reading competition for students in grades 1–12. Designed to foster a lifelong love of literature while strengthening academic skills, the program challenges student teams to read from a carefully curated book list and compete in exciting quiz-style matches.

Through friendly academic competition, students demonstrate in-depth knowledge of plot, characters, themes, and settings while developing critical thinking, teamwork, communication, and recall skills.

Event Highlights

- Presentation by competition book authors
- Awards for first, second and third place in each division

DIVISIONS

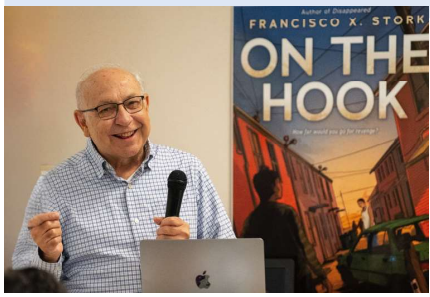
JUNIOR
GRADES 1-2

ELEMENTARY
GRADES 3-5

MIDDLE SCHOOL
GRADES 6-8

HIGH SCHOOL
GRADES 9-12





LEARN MORE
www.esc1.net/battleofthebooks



Fall Media Fair
Annual Library Media Conference

Connecting Library Professionals with Ideas, Innovation, and Inspiration
One-day professional learning conference designed for school library professionals, librarians, media specialists, and educational partners for a day of collaboration, professional growth, and discovery.

The conference also provides opportunities to explore the latest products, resources, and services designed for today's libraries and classrooms.

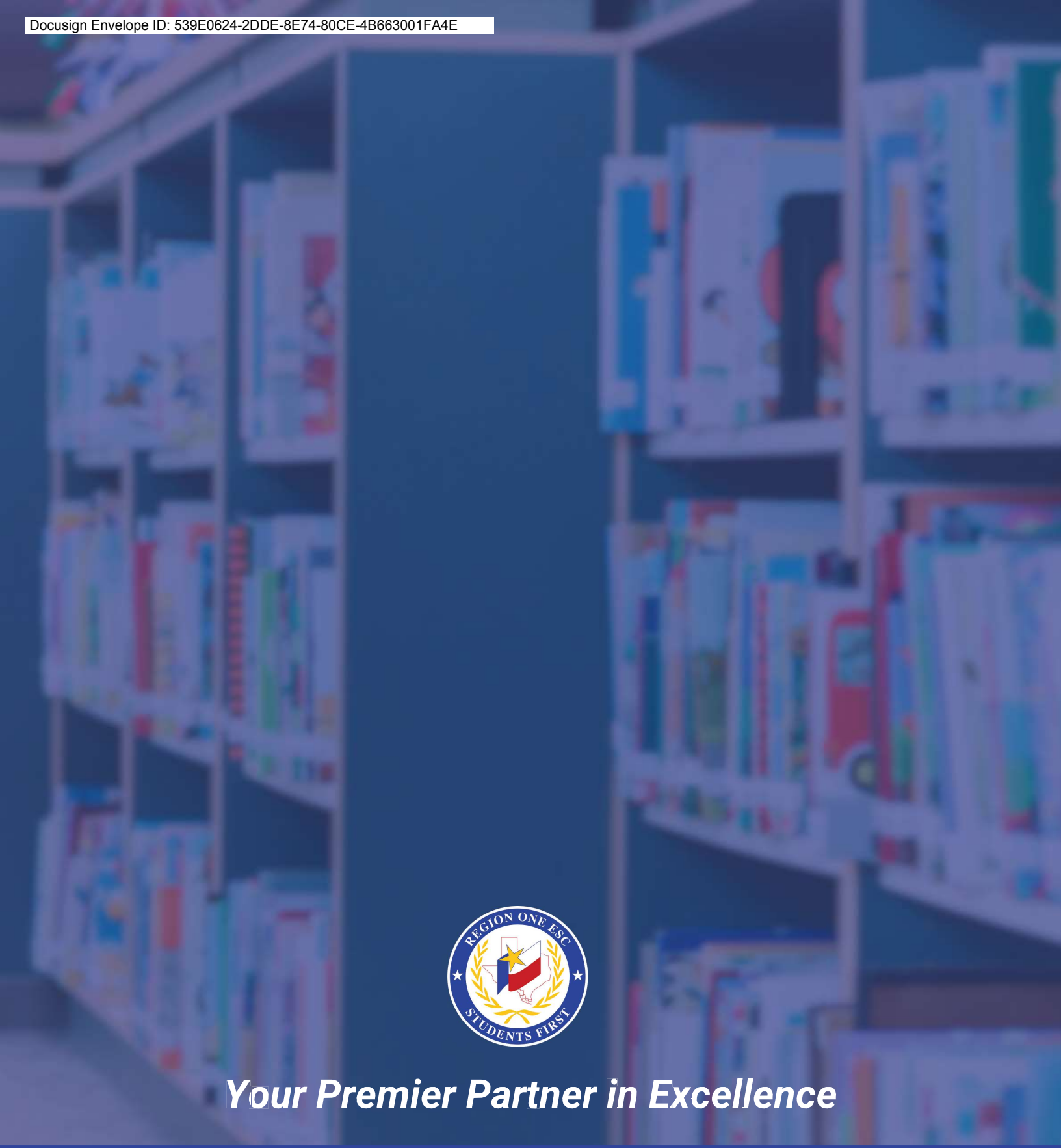
Event Highlights

- Keynote Speaker
- Exhibitors
- Professional Learning Sessions



LEARN MORE
www.esc1.net/media-fair

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Your Premier Partner in Excellence

Division of Technology Solutions
Library Services & Instructional Resources
1900 W Schunior Edinburg, TX 78541
956-984-6072

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion and Possible Action on Memorandum of Understanding (MOU) No. 2027-178 between McAllen ISD and the Texas Department of State Health Services for Preventative Dental Services

REFERENCE: Goal 1: Student Achievement/Student Focus; Strategy 5: Partnerships

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District seeks Board approval of a non-financial Memorandum of Understanding ("MOU") with the Texas Department of State Health Services ("DSHS") to provide preventative dental services to eligible students. This partnership is intended to increase access to oral health services, promote dental health awareness, and identify students who may require additional dental care.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Under the MOU, DSHS and the District will collaborate to provide preventative dental services to eligible students. Both parties will coordinate services in accordance with applicable requirements. The agreement will remain in effect for five (5) years, with no renewal provisions.

LEGAL REVIEW:

MOU has been reviewed and approved by legal.

BUDGETARY CONSIDERATIONS:

This is a non-financial agreement. Neither party is responsible for payment to the other for services rendered under the MOU. No direct financial expenditure is required from the District.

RECOMMENDED BOARD ACTION:

Administration recommends that the Board of Trustees approve the Memorandum of Understanding between McAllen Independent School District and the Texas Department of State Health Services for Preventative Dental Services, as presented.

Attachment: ☑

SUBMITTED BY: Signed by: Elizabeth Gutierrez ED3CF9A816AF46D...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Mrs. Elizabeth Gutierrez, Director of Health Services
Office: 956-632-3275
eMail: elizabeth.gutierrez@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF STATE HEALTH SERVICES
AND
MCALLEN INDEPENDENT SCHOOL DISTRICT
FOR
PREVENTATIVE DENTAL SERVICES

The **DEPARTMENT OF STATE HEALTH SERVICES** (**DSHS**) and the **MCALLEN INDEPENDENT SCHOOL DISTRICT** (**School**), each a Party and collectively the Parties, enter into the following non-financial Memorandum of Understanding (MOU or Agreement) for the purposes of increasing access to preventative dental services for eligible schoolchildren. The purpose of this written agreement is to set forth the duties and obligations of the Parties neither of which shall be liable for payment to the other Party for any services rendered hereunder.

I. LEGAL AUTHORITY

This agreement is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapter 43 and Title 25 Texas Administrative Code (TAC), Chapter 49, Rule §49.4.

II. DESIGNATION OF REPRESENTATIVES

The following will act as the representative authorized to administer activities including, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted to be given under this MOU.

DSHS
Judy Kropp, CTCM
PO Box 149347 Mail Code 1990
Austin, TX 78756
512-776-2119
Judy.Kropp@dshs.texas.gov

MCALLEN INDEPENDENT SCHOOL DISTRICT
Elizabeth Gutierrez
2000 North 23rd St.
McAllen, TX 78501
956-618-6000
elizabeth.gutierrez@mcallenisd.net

Either Party may change its designated representative by providing written notice to the other Party.

III. ROLES AND RESPONSIBILITIES OF DSHS

DSHS will:

A. Coordinate with School to provide preventive dental services to eligible children at times and locations in accordance with Title 25 TAC, Chapter 49, Rule §49.6. Preventive dental services include but are not limited to: limited oral evaluation data collection, dental sealants, topical fluoride varnish when appropriate, and distribution of written materials for the purposes of outreach, education, and referral, which may include a list of dental resources for follow up treatment. A limited oral evaluation does not constitute or take the

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place of a regular dental checkup, which will be explained on the *Parental Permission Form*, which is provided to School by DSHS.

B. Provide the dentist, dental hygienist, portable dental equipment, and dental supplies for provision of preventative dental services to eligible children. DSHS must have a properly signed *Parental Permission Form* on file for each participating child prior to provision of services.

C. Permit non-DSHS personnel assigned to DSHS preventive dental services clinics to participate in the provision of services for educational purposes. Non-DSHS personnel must be deemed suitable by their governing institution and will be supervised by DSHS and/or faculty members of their educational program.

D. Conduct a dental screening to identify children suspected of, or known to have, therapeutic dental needs. DSHS will share results via the *Results of Limited Oral Evaluation Form* with school staff who will provide the form to the child to take home to his/her parent(s)/legal guardian.

E. Obtain national criminal history record information for each person who will provide services under this MOU, including DSHS personnel or persons accompanying DSHS personnel, in accordance with Texas Education Code Section 22.0834. DSHS will obtain the national criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Texas Government Code. DSHS will send, or ensure that the person sends, the information required to conduct the national criminal history record information to the Texas Department of Public Safety.

F. Certify that national criminal history record information is obtained for each person to whom Section 22.0834, Texas Education Code applies. National criminal history record information will be obtained by DSHS either before employing the person or prior to allowing the person to serve in a capacity described in Section 22.0834, Texas Education Code.

G. Not permit a person to whom Section 22.0834, Texas Education Code applies to provide services under this Agreement if the person has been convicted of a felony or misdemeanor offense that would prevent that person from obtaining certification as an educator under Section 21.060, Texas Education Code.

IV. ROLES AND RESPONSIBILITIES OF SCHOOL

School will:

A. Designate a contact person for coordination of preventive dental services between the School and DSHS upon initial contact by the DSHS Regional Dental Team.

B. Distribute the *Parental Permission Form* and informational materials provided by the DSHS Oral Health Improvement Program prior to each preventative dental services clinic.

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C. Collect the properly signed *Parental Permission Forms* and submit them to the DSHS dental team in advance of each preventive dental services clinic.

D. Complete the *Student Roster Form* provided by the DSHS Oral Health Improvement Program in advance of each preventive dental services clinic.

E. Coordinate with DSHS to provide access to a suitable location for the provision of preventative dental services. The facility must have, at minimum, access to electrical outlets, a water source, and restroom facilities.

F. Facilitate access to the participating children for each preventative dental services clinic.

G. Forward the DSHS *Results of Limited Oral Evaluation Form* to the parent/legal guardian of each participating child which may include a list of dental resources for follow up treatment.

V. CONFIDENTIALITY OF RECORDS (HIPAA/FERPA REQUIREMENTS)

A. The Parties agree that the information created for, or obtained from, participating children and their parents/legal guardians under this Agreement will contain or consist of protected health information (PHI) as defined by, and made confidential under, the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and educational record(s) defined by and subject to the Family Educational Rights and Privacy Act ("FERPA"); or both.

B. The Parties agree to comply with all applicable state and federal laws relating to the privacy and confidentiality of confidential data and records.

C. The Parties will only access the PHI to carry out their respective roles and responsibilities under this Agreement.

D. The Parties will implement appropriate safeguards to prevent unauthorized use or disclosure of the PHI and each Party must report an unauthorized use or disclosure of the PHI to the other Party.

E. The School must make available to DSHS any information necessary to provide a full accounting of any unauthorized use or disclosures of the PHI.

F. The School must make available the PHI to the child's parent/guardian for amendment and must incorporate any amendments.

G. Unless FERPA applies, the school must destroy, in a manner that ensures maintenance of confidentiality (*e.g.*, shredding), all PHI, including the *Parental Permission Form* and *Results of Limited Oral Evaluation Forms*, in compliance with HIPAA.

H. In the event that FERPA applies to an educational record that contains PHI that is also subject to HIPAA, the Parties agree to comply with FERPA in their handling of such educational records of children participating in the program.

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I. Unless required by judicial or regulatory authority, neither Party is permitted to authorize and further disclose the PHI or educational records in the custody of the other Party to persons or entities not a party to this Agreement without first having received permission of the other Party, and without having first obtained assurances that the other Party has fully complied with the provisions of HIPAA and FERPA.

J. Any permitted redisclosure to the persons or entities not a party to this Agreement will be under the condition that no further disclosure by such party will be permitted.

VI. MUTUAL RESPONSIBILITIES

The Parties will communicate as necessary to successfully manage this Agreement and will work in good faith to fulfill the purpose of this Agreement.

VII. TERM OF AGREEMENT

This MOU is effective on the signature date of the latter of Parties to sign this MOU. This MOU will remain in effect for five (5) years from the effective date, unless terminated sooner. This MOU does not include renewals.

VIII. TERMINATION OF AGREEMENT

A. **Termination without Cause**. This Agreement may be terminated by either Party without cause upon thirty (30) days written notice to the other Party.

B. **Notice of Breach and Termination for Cause**. In the event of a Party's failure to comply with the terms of this Agreement, the non-breaching Party will provide notice to the breaching Party of the breach. After thirty (30) days of such notice, if the breach is not cured to the non-breaching party's satisfaction, the non-breaching party may proceed to termination by serving a notice of termination upon the breaching party which shall immediately terminate this Agreement.

DSHS may terminate this agreement immediately if School improperly discloses PHI, or breaches confidentiality and/or security requirements.

C. **Waiver**. The failure of a Party to object to or take affirmative action with respect to the conduct of the other Party which is in violation or breach of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

IX. GENERAL TERMS

A. **Amendments.** This Agreement may be amended by the consent of both Parties at any time during its term. Amendments to the Agreement must be in writing and signed by DSHS and School. No change in, addition to, or waiver of any term or condition of this

Docusign Envelope ID: 46B11DE5-C04A-8CB4-81CB-350A1B43D036

Agreement shall be binding on DSHS unless approved in writing by an authorized representative of DSHS.

B. **Change in Laws and Compliance with Laws**. The Parties shall comply with all applicable federal and state statutes, rules and regulations. Any alterations, additions, deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

C. **Assignment.** School shall not assign its rights under this Agreement or delegate the performance of its duties under the agreement without prior written approval from DSHS. Any attempted assignment in violation of this provision is void and without effect.

D. **No Partnership or Joint Venture.** The Parties agree that nothing in this Agreement shall be deemed to create an association, partnership, or joint venture between DSHS and School, but is intended solely to guide the relationship between the Parties. Each Party shall pay the cost of its participation in this Agreement without cost or reimbursement by the other Party.

E. **Limitation to Authority**. School shall have no authority to act for or on behalf of DSHS or the State of Texas except as expressly provided for in this Agreement. No other authority, power or use is granted or implied. School may not incur any debt, obligation, expense or liability of any kind on behalf of DSHS or the State of Texas.

F. **Sovereign Immunity.** The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by DSHS or the State of Texas of any immunities from suit or from liability that DSHS or the State of Texas may have by operation of law. Notwithstanding the foregoing, if School is a Texas governmental unit, then nothing in this Agreement will be construed to waive any rights or affirmative defenses available to School under the doctrines of sovereign or official immunity.

G. **Governing Law and Venue.** This Agreement is made, performed, and governed by the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.

H. **Non-Discrimination.** The Parties agree to comply with state and federal anti-discrimination laws, including:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and

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vii. DSHS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

I. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

J. **Captions.** The captions contained herein are used solely for convenience and will not be deemed to define or limit the provisions of this Agreement.

K. **Counterparts and Signatures.** The Parties may sign this Agreement in counterparts, each of which will be deemed an original, but all of which will together constitute one document. Electronically transmitted signatures will be deemed originals for all purposes related to this Agreement.

L. **Entire Agreement.** This document constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into this agreement will be harmonized with this agreement to the extent possible.

M. **Attachments.** Attachments listed following the signature block at the end of this Agreement are incorporated in their entirety as terms and conditions of this Agreement.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE MOU AND AGREE TO ITS TERMS, AND THAT THE PERSONS WHOSE SIGNATURE APPEAR BELOW HAVE THE REQUISITE AUTHORITY TO EXECUTE THIS MOU ON BEHALF OF THE NAMED PARTY.

SIGNATURE PAGE FOLLOWS

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DEPARTMENT OF STATE HEALTH SERVICES

By: _____
Signature of Authorized Official

_____
Date of Signature

Kelly Fegan-Bohm M.D., MA
Interim Deputy Commissioner
Community Health Improvement
Texas Department of State Health Services
1100 West 49th Street
Austin, Texas 78756

Approved as to form |

By: Signed by: Johnathan Ball 5CA0E4911E30470...
Johnathan Ball, Staff Attorney

MCALLEN INDEPENDENT SCHOOL DISTRICT

By: _____
Signature of Authorized Official

_____
Date of Signature

_____
Printed Name and Title

_____
Address

_____
City, State, Zip

_____
Counties Served

_____
Telephone Number

_____
Fax number

_____
E-mail Address for Official Correspondence

_____
Federal Tax ID No. (9 digit) or **State of Texas Comptroller Vendor ID No.** (14 digit)

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion and Possible Action to Approve Board of Education Meeting Minutes

REFERENCE: N/A

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

The minutes for each meeting of the Board of Education are traditionally brought to the Board for approval. After approved, the minutes become the official Record for Board Action.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

The meeting minutes have been prepared and reviewed for accuracy. Approval of these minutes ensures proper documentation of Board proceedings and compliance with record-keeping requirements.

LEGAL REVIEW:

No legal issues are anticipated with the approval of meeting minutes. This item is presented as a standard governance practice.

BUDGETARY CONSIDERATIONS:

There are no budgetary considerations associated with this item.

RECOMMENDED BOARD ACTION:

It is recommended that the Board approve the Board of Education meeting minutes as presented for the Regular Board Meeting - November 10, 2026.

Attachment: ☑

SUBMITTED BY: Signed by: Norma Ramirez 2B3A41710C85450...

SUPERVISOR: Signed by: 9F1EE9B50A38423...

For further information contact:
Name: Norma Ramirez
Office: (956) 688-5418
Email: norma.ramirez@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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Regular Meeting

Tuesday, November 10, 2026 5:30 PM
Dr. Ricardo Chapa Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, TX 78501

Attendance Taken at 5:30 PM.

Robert Carreon:	Present
Erica de la Garza-Lopez:	Present
Roberto Haddad:	Present
Lizzie Kittleman:	Present
Sofia Peña:	Present
Lucia Regalado:	Present
Aaron Rivera:	Present

Trustee Roberto Haddad arrived at 5:34 pm.

1. **CALL MEETING TO ORDER**

Meeting was called to order at 5:30 p.m.

2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT(S)**

The following community member(s) addressed the Board: None

5. **CONSENT AGENDA ITEMS**

A) Discussion and Possible Action on Interlocal Facilities Use Agreement between No. 2027-163 between South Texas College and McAllen Independent School District

Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent

Motion to approval of the Interlocal Facilities Use Agreement No. 2027-163 between South Texas College and McAllen Independent School District. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent

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Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent: 1

B) Discussion and Possible Action on Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 12)
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent

Motion to approve Request for Proposal No. 2025-1016 Special Education Equipment, Supplies, and Related Products and Services (Round 12), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2028. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent:1

RECOMMENDED VENDORS
Request for Proposal No. 2025-1016
Special Education Equipment, Supplies, and Related Products and Services (Round 12)

No.	Vendor Name	City	State	Recommendation
1	Gillem Staffing (Gillem Speech-Language Pathology Services, L.L.C.)	Paris	TX	Qualified
2	MER Educational Assessment Services	McAllen	TX	Qualified
3	Next Level Speech Therapy, P.C.	Mukilteo	WA	Qualified
4	Parallel Learning Behavioral Health P.C.	New York	NY	Qualified
5	Texas Therapy Specialists, LLC (Maria Forero)	Austin	TX	Qualified
6	TheraCO Staffing	Monument	CO	Qualified

C) Discussion and Possible Action on Memorandum of Understanding No. 2027-145 Field Placement Affiliation Agreement with Grand Canyon University
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to approve Agreement No. 2027-145 Field Placement Affiliation Agreement with Grand Canyon University through November 11, 2029. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent

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Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent: 1

D) Discussion and Possible Action Regarding Donation and Transfer Agreement No. 2027-173 McAllen Independent School District Police Department Canine
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve the donation of Prince ("Canine") and approve Transfer Agreement No. 2027-173 McAllen Independent School District Police Department canine. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent: 1

E) Discussion and Possible Action to Rescind the Conditional Award and Terminate Contract Negotiations for Competitive Seal Proposal (CSP) No. 2027-1015 Central Kitchen Upgrade and Reject All Proposals
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approves to Rescind the Conditional Award and Terminate Contract Negotiation for Competitive Seal Proposal (CSP) No. 2027-1015 Central Kitchen Upgrades. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent: 1

F) Discussion and Possible Action on Request for Proposal No. 2027-1003 Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 3)
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve Request for Proposal No. 2027-1003 Building and Maintenance,

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Materials, Supplies, Equipment, and Related Services (Round 3), and approve the companies on the attached list as qualified vendors, for a coterminous term through June 30, 2030. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent: 1

Recommended Vendors
Request for Proposal No. 2027-1003
Building and Maintenance, Materials, Supplies, Equipment, and Related Services (Round 3)

No.	Vendor Name	City	State	Recommendation
1	Grand River Maintenance and Services LLC	Mission	TX	Qualified
2	JGA Roofing Systems LLC.	Waco	TX	Qualified
3	MOORE SUPPLY CO (HAJOCA Corporation)	MCALLEN	TX	Qualified
4	Revo Roofing, LLC	Olmito	TX	Qualified
5	SKO Elite Repair, LLC	San Juan	TX	Qualified
6	The Borrego Establishment LLC	Edinburg	TX	Qualified
7	United Roofing & Sheetmetal Inc	San Benito	TX	Qualified
8	Wintergreen Synthetic Grass, LLC	Fort Worth	TX	Qualified

G) Discussion and Possible Action on Amendment to Memorandum of Understanding No. 2025-016 McFun Zone Summer Program (City of McAllen)
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent

Motion to approve the Amendment to Memorandum of Understanding No. 2025-016 McFun Zone Summer Program with City of McAllen, commencing on the effective date through December 31, 2034. This motion, made by Trustee Aaron Rivera and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Absent
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Absent: 1

Motion to reorganize agenda to place item 6.A.6, 6.A.7, and 6.B.2 at this point on the agenda. Motion, moved by Trustee Erica De La Garza-Lopez and seconded by Trustee Aaron Rivera, motion passed. At this time Trustee Roberto Haddad walked

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into the meeting.

Motion to reorganize agenda to place item 6.C.1 at this point on the agenda. Motion, moved by Trustee Lucia Regalado and seconded by Trustee Erica De La Garza-Lopez, motion passed.

Motion to reorganize agenda to place item 6.C.4 at this point on the agenda. Motion, moved by Trustee Sofia Pena and seconded by Trustee Aaron Rivera, motion passed.

Motion to reorganize agenda to place item 6.C.9 at this point on the agenda. Motion, moved by Trustee Sofia Pena and seconded by Trustee Roberto Haddad, motion passed.

6. **INSTRUCTIONAL SERVICES/ INSTRUCTIONAL LEADERSHIP, HUMAN RESOURCES, BUSINESS AND OPERATIONS, AND BOARD OF TRUSTEES ITEMS**

A) **Instructional Services/ Instructional Leadership Item(s)** (Christian Quintanilla and/or Jeanette Nino)

1. Report Regarding Texas Child Health Access Through Telemedicine (TCHATT)
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
Item for information only.

2. Report Regarding Scholarships for Class of 2026
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
Item for information only.

3. Report Regarding Intention to Apply for the Student, Teachers, and Officers Preventing (STOP) School Violence Program Grant through the U.S. Department of Justice
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
Item for information only.

4. Report Regarding Digital Citizenship TEKS and Children's Internet Protection Act (CIPA) Compliance
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
Item for information only.

5. Discussion and Possible Action on Approval of Resolution for Student Digital Safety Education Program and Advisory Committee
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services and Jeanette Nino, Associate Superintendent for Instructional Leadership

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Dr. René Gutiérrez, Superintendent
No motion was made only for discussion.

6. Discussion and Possible Action for the Approval of Donation from Gonzalez PTO (Parent Teacher Organization) to Leonelo H. Gonzalez Elementary (Multi Sports Field)
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
Motion to approve the donation on behalf of Gonzalez PTO to Leonelo H. Gonzalez Elementary. This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

7. Discussion and Possible Action for the Approval of Donation from Gonzalez PTO (Parent Teacher Organization) to Leonelo H. Gonzalez Elementary (Marquee)
Item Submitted: Jeanette Nino, Associate Superintendent for Instructional Leadership
Dr. René Gutiérrez, Superintendent
Motion to approve the donation on behalf of Gonzalez PTO to Leonelo H. Gonzalez Elementary. This motion, made by Trustee Sofia Peña and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

8. Discussion and Possible Action for Approval of the Monetary Donation to McAllen High School by the McAllen High School Spirit Program Booster Cheer Club
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
Motion to approve the monetary donation to McAllen High School by the

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McAllen High School Spirit Program Booster Cheer Club. This motion, made by Trustee Robert Carreon and seconded by Trustee Roberto Haddad, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

9. Discussion and Possible Action on Student and Staff Travel to Salamanca, Spain for the Study Abroad Program
Item Submitted: Christian Quintanilla, Associate Superintendent for Instructional Services
Dr. René Gutiérrez, Superintendent
Motion to approve Student and Staff Travel to Salamanca, Spain for the Study Abroad Program. This motion, made by Trustee Robert Carreon and seconded by Trustee Roberto Haddad, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Did Not Participate in Vote
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0, Did Not Participate: 1
Trustee Erica De La Garza stepped out of the room at the time of voting.

B) **Human Resources Item(s)** (Dr. Albert Canales)

1. Report Regarding Midyear Self-Funded Health Plan Review with United Healthcare and ArayaRx
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Item for information only.

2. Discussion and Possible Action for the Approval Donation from McAllen Swim Club for the Rowe Natatorium Scoreboard
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve the $40,000 donation from McAllen Swim Club toward the purchase of a new scoreboard for the Rowe Natatorium. This motion, made by Trustee Aaron Rivera and seconded by Trustee Erica de la Garza-Lopez, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea

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Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

3. Discussion and Possible Action of the McAllen Independent School District Strategic Planning Final Review by MoakCasey, LLC
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent
Motion to approve the McAllen Independent School District Strategic Planning Development Final Review by MoakCasey, LLC. This motion, made by Trustee Roberto Haddad and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

C) **Business and Operations Item(s)** (Lorena Garcia)

1. Report Regarding the Delinquent Tax Collections for the Period of July 1, 2026 to September 30, 2026 including the 2026 Property Value Study Appeals Services Report
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Item for information only.

2. Report Regarding the Financial and Investment Report for the Quarter of July – September 2026
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Item for information only.

3. Report Regarding Taxes Collected for the Quarter of July – September 2026
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Item for information only.

4. Report Regarding Preliminary Fund Balance and Additional Needs Projects
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent

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Item for information only.

5. Report Regarding Interlocal Cooperative Agreement No. 2020-004 The Interlocal Purchasing System (TIPS)
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Item for information only.

6. Report Regarding 2026 Bond Program
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Item for information only.

7. Discussion and Possible Action Regarding Approval of the Delivery Method for Construction Projects for 2026 Bond Program
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the Delivery Methods for Construction projects for the 2026 Bond Program. This motion, made by Trustee Roberto Haddad and seconded by Trustee Robert Carreon, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

8. Discussion and Possible Action of the 2026 McAllen ISD Tax Roll
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the 2026 McAllen ISD Tax Roll as presented. This motion, made by Trustee Roberto Haddad and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

9. Discussion and Possible Action of the McAllen Independent School District

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October Budget Amendment for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the McAllen Independent School District October Budget Amendment for the General Fund and the Capital Projects Fund for Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027. This motion, made by Trustee Roberto Haddad and seconded by Trustee Sofia Peña, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

10. Discussion and Possible Action on Disposal of Out-of-Adoption Instructional Materials through Sale to Used Book Wholesaler or Disposal at McAllen Recycle Center
Item Submitted: Lorena Garcia, Deputy Superintendent for Business and Operations
Dr. René Gutiérrez, Superintendent
Motion to approve the sale and disposal of the instructional materials no longer being used. This motion, made by Trustee Sofia Peña and seconded by Trustee Roberto Haddad, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

11. Discussion and Possible Action Regarding the Settlement Agreement Related to Severe Thunderstorm Damage that occurred on April 28, 2023
Item Submitted: Johnathan Ball, Staff Attorney
Dr. René Gutiérrez, Superintendent
Motion to Approve the Settlement Agreement. This motion, made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza-Lopez, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea

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Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

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

1. Discussion and Possible Action on Approval of Board of Education Minutes - Special Board Meeting – October 20, 2026 and Regular Board Meeting October 20, 2026

Motion to approve the Board of Education meeting minutes as presented for the Special Board Meeting - October 20, 2026 and Regular Board Meeting October 20, 2026. This motion, made by Trustee Sofia Peña and seconded by Trustee Roberto Haddad, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

2. Discussion and Possible Nomination of McAllen School Board Trustee to the Texas Association of School Board (TASB) Board of Directors, Region 1, Position B

Motion to nominate Megan Sullivan to serve on the TASB Board of Directors, Region 1, Position B. This motion, made by Trustee Sofia Peña and seconded by Trustee Erica de la Garza-Lopez, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Yea
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 7, Nay: 0

7. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, 551.074, 551.076, and 551.089 Texas Government Code, to discuss the following:**

A) Human Resources Recommendation(s) for School Year 2026-2027

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2026-2027

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C) Discussion Regarding School Safety and Security
D) Pending and/or Potential Litigation
E) Possible Real Estate Acquisition

Meeting recessed to closed session at 9:25 pm.

8. **RECONVENE IN OPEN SESSION**

Meeting reconvened at9:43 pm. At this time Trustee Dr. Elizabeth Kittleman left the meeting.

9. **ACTION ON ITEM(S) IN CLOSED SESSION**

A) Discussion and Possible Action of Human Resources Recommendation(s) for School Year 2026-2027
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

Motion to approve Human Resources Recommendation(s) for School Year 2026-2027. This motion, made by Trustee Sofia Peña and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Absent
Sofia Peña:	Yea
Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0

B) Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2026-2027
Item Submitted: Dr. Albert Canales, Chief Human Resources Officer
Dr. René Gutiérrez, Superintendent

For discussion only.

C) Discussion Regarding School Safety and Security
D) Pending and/or Potential Litigation
E) Possible Real Estate Acquisition

10. **SCHEDULED MEETINGS**

A) Regular Board Meeting - December 8, 2026 - 5:30 PM - Administration Building/Dr. Ricardo Chapa Board Room
B) Board Workshop (Student Recognitions) - December 15, 2026 - 5:30 PM - McAllen High School Auditorium

11. **ADJOURNMENT**

Motion to adjourn meeting at 9:45 pm. This motion, made by Trustee Erica de la Garza-Lopez and seconded by Trustee Aaron Rivera, Passed.

Robert Carreon:	Yea
Erica de la Garza-Lopez:	Yea
Roberto Haddad:	Yea
Lizzie Kittleman:	Absent
Sofia Peña:	Yea

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Lucia Regalado:	Yea
Aaron Rivera:	Yea

Yea: 6, Nay: 0

_____ _____

Board President Board Secretary

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion and Possible Action on Human Resources Recommendation(s) for School Year 2026-2027

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

McAllen Independent School District utilizes a comprehensive hiring system that screens, evaluates and recommends the "best" candidates with the skill sets to maximize student learning. All recommended candidates meet compliance with State Law requirements, that is to increase the academic achievement of all students by helping campuses and district improve teacher quality.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Considerations are made in accordance with Board Policy DC (LEGAL) and District Staffing Guidelines. Individual(s) to be identified under separate cover.

LEGAL REVIEW:

Not Applicable.

BUDGETARY CONSIDERATIONS:

Provided with individuals identified under separate cover.

RECOMMENDED BOARD ACTION:

That the Board of Trustees approve Human Resources Recommendation(s) for School Year 2026-2027.

Attachment: ☐

SUBMITTED BY: DocuSigned by: Albert Canales 7812108836E846C...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: albert.canales@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools

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BOARD AGENDA REPORT
MCALLEN INDEPENDENT SCHOOL DISTRICT

MEETING DATE: December 1, 2026

SUBJECT: Discussion of Human Resources Employee Resignation(s) and Retirees for School Year 2026-2027

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

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:

Employees desiring to voluntarily separate from the school district for reasons such as retirement, relocation or other such reasons provide written notice to their immediate supervisor and the Human Resources Department. All resignations include current position, work site and date resignation is to be effective.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:

Human Resources Department shall notify all appropriate personnel of the resignation, including the Payroll Department. All vacant positions will be closely reviewed by corresponding department administration, along with aligning to staffing guidelines and addressing staffing needs in determining position status.

LEGAL REVIEW:

Not Applicable

BUDGETARY CONSIDERATIONS:

Not Applicable

RECOMMENDED BOARD ACTION:

This item is for information only. No Board action required.

Attachment: ☐

SUBMITTED BY: DocuSigned by: Albert Canales 7812108836E846C...

SUPERVISOR: Signed by: Lorena Garcia F91D3BE666D0441...

For further information contact:
Name: Dr. Albert Canales, Chief Human Resources Officer
Office: (956) 618-6009
Email: alberto.canales@mcallenisd.net

Approved for presentation to the Board of Education:

Signed by: Rene Gutierrez E0BFA13512CA427...

Superintendent of Schools