SOUTH TEXAS COLLEGE

Award Proposals/ Rejection of Proposal/ Contract Extension/ Purchases and Renewals/ Interlocal Agreements

Supporting Documentation

Board of Trustees Meeting

August 27, 2019

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
Award Proposals/ Rejection of Proposal/ Contract Extension/
Purchases and Renewals/ Interlocal Agreements
Supporting Documentation

TABLE OF CONTENTS

A. AWARD OF PROPOSALS

1) Maintenance and Repair Parts, Materials, and Supplies (Award)
2) Printing Projects (Award)
3) Purchase and Installation of Irrigation System Equipment (Award)

B. REJECTION OF PROPOSAL

4) Merchant Services (Reject)

C. CONTRACT EXTENSION

5) Merchant Services (Contract Extension)

D. PURCHASES AND RENEWALS

a. Instructional Item

6) Testing Materials (Purchase)

b. Non – Instructional Items

7) Beverage Products (Renewal)
8) Custodial Supplies (Renewal)
9) Office Supplies (Renewal)
10) Pest Control Services (Renewal)
11) Professional Recruitment Services (Renewal)

SOUTH TEXAS COLLEGE

TABLE OF CONTENTS (Continued)

c. Technology Items

12) Banner Application Maintenance Agreement (Renewal)
13) Data Hosting and Maintenance Agreement (Renewal)
14) Email Security Software License Agreement (Renewal)
15) Enterprise Software License and Maintenance Agreements (Renewal)
16) Internet Service – Pecan Campus (Renewal)
17) Network Hardware and Software Maintenance Agreement (Renewal)
18) Oracle License Maintenance Agreement (Renewal)
19) Public Website Hosting Services (Renewal)
20) Server Maintenance Agreements (Renewal)
21) Systems Appliance Maintenance Agreement (Renewal)
22) VMware Maintenance Agreement (Renewal)

E. INTERLOCAL AGREEMENTS

23) Training Services (Interlocal Agreements)

1

SOUTH TEXAS COLLEGE

1. SOUTH TEXAS COLLEGE
MAINTENANCE AND REPAIR PARTS, MATERIALS, AND SUPPLIES
PROJECT NO. 19-20-1005

		Architectural Division 8, Inc.	Burton Companies	Bush Supply Company	Central Plumbing & Electric Supply	Dealers Electrical Supply	Diaz Floors & Interior's, Inc.
	ADDRESS	2810 N Expwy 77 Ste F	529 E Business 83	2308 W Trenton Rd	625 S Airport Dr	1401 E Upas Ave	1205 W Polk Ave
	CITY/STATE/ZIP	Harlingen, TX 78552	Weslaco, TX 78596	Edinburg, TX 78539	Weslaco, TX 78596	McAllen, TX 78539	Pharr, TX 78577
	PHONE	956-440-8160	956-968-3121	956-618-2874	956-968-8525	956-630-2233	956-787-0056
	FAX		956-973-3228	956-618-3208	956-968-7903	956-630-3840	956-781-7917
	CONTACT	Cliff Carnahan	C. Scott Vaughan	Juan Eraña	Gene Paul Pena	Jose Ric Olivarez	Andres Diaz
#	**Description**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**
1	**Electrical Parts, Materials and Supplies**						
	Discount		50%	40-90%	20%	20%	
	Benchmark		Burton List Price	List Price	In-House Catalog		
2	**Plumbing Parts, Materials and Supplies**						
	Discount		50%		20%		
	Benchmark		Burton List Price		In-House Catalog		
3	**Paint and Supplies**						
	Discount		50%				
	Benchmark		Burton List Price				
4	**Lawn and Garden Parts, Materials and Supplies**						
	Discount		50%				
	Benchmark		Burton List Price				
5	**Locksmith Parts, Supplies and Door Hardware**						
	Discount	30%	50%				
	Benchmark	Current Allegion Brand Price Books	Burton List Price				
6	**Lumber and Building Materials and Supplies**						
	Discount						20%
	Benchmark						
7	**Sprinkler Systems Parts and Supplies**						
	Discount						
	Benchmark						
8	**Welding Materials and Supplies**						
	Discount		50%				
	Benchmark		Burton List Price				
9	**HVAC Parts and Supplies**						
	Discount		50%				
	Benchmark		Burton List Price				
10	**Glass, Aluminum, and Store Front Materials**						
	Discount						
	Benchmark						

The Director of Purchasing has reviewed all the responses and evaluations completed.

SOUTH TEXAS COLLEGE

1. SOUTH TEXAS COLLEGE
MAINTENANCE AND REPAIR PARTS, MATERIALS, AND SUPPLIES
PROJECT NO. 19-20-1005

		Ewing Irrigation	Fairway Supply, Inc.	Fastenal Company	Ferguson Enterprise	International Supplier Larey, Inc./dba International Industrial Supply, Co.	Interstate Batteries of the RGV
	ADDRESS	1312 E Upas	8814 Shoal Creek	225 N McColl Rd	705 E Expwy 83	3620 E 14th St	3317 W Expwy 83
	CITY/STATE/ZIP	McAllen, TX 78502	Austin, TX 78757	McAllen, TX 78501	Pharr, TX 78577	Brownsville, TX 78521	McAllen, TX 78503
	PHONE	956-661-9530	512-452-6300	956-682-1747	956-283-0137	956-982-1350	956-688-6060
	FAX	956-661-9533	512-452-8014		956-283-0560	956-982-1397	956-688-6067
	CONTACT	Dagoberto Villarreal	Juan Perez	Rigoberto Martinez	Jesus Campos	Moises Lara	Isaiah Lopez
#	**Description**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**
1	**Electrical Parts, Materials and Supplies**						
	Discount			30%		0%	
	Benchmark						
2	**Plumbing Parts, Materials and Supplies**						
	Discount			30%	10%	0%	
	Benchmark				Also can depend on items if special order, special price might be given		
3	**Paint and Supplies**						
	Discount			30%		0%	
	Benchmark						
4	**Lawn and Garden Parts, Materials and Supplies**						
	Discount					0%	
	Benchmark	Self Price Discount					
5	**Locksmith Parts, Supplies and Door Hardware**						
	Discount		15-65%			0%	
	Benchmark		Discount Vary from Manufacturer to Manufacturer				
6	**Lumber and Building Materials and Supplies**						
	Discount					0%	
	Benchmark						
7	**Sprinkler Systems Parts and Supplies**						
	Discount					0%	
	Benchmark	Self Price Discount					
8	**Welding Materials and Supplies**						
	Discount			25%		0%	
	Benchmark						
9	**HVAC Parts and Supplies**						
	Discount			30%		0%	
	Benchmark						
10	**Glass, Aluminum, and Store Front Materials**						
	Discount						
	Benchmark						

The Director of Purchasing has reviewed all the responses and evaluations completed.

SOUTH TEXAS COLLEGE

1. SOUTH TEXAS COLLEGE
MAINTENANCE AND REPAIR PARTS, MATERIALS, AND SUPPLIES
PROJECT NO. 19-20-1005

		Johnson Supply	Johnstone Supply	Lewis Mechanical Sales	Luna Glass, LLC.	Martin Peña dba Delta Specialties Sign & Supply	Morrison Supply Company
	ADDRESS	801 Mozelle St	3107 N Sugar Rd	P O Box 331353	224 N McColl Ste E	10205 E Hwy 107	1101 N 23rd St
	CITY/STATE/ZIP	Pharr, TX 78577	Pharr, TX 78577	Corpus Christi, TX 78463	McAllen, TX 78501	Edinburg, TX 78542	McAllen, TX 78501
	PHONE	956-702-3445	956-783-1036	361-882-2233	956-686-4301	956-316-1626	956-994-9131
	FAX		956-783-5106	361-880-7199		956-318-1316	956-994-9704
	CONTACT	Robert Salinas	Rick Garcia	Stephen C. Lewis	Jose Luna	Martin Peña	Joel Leal
#	**Description**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**
1	**Electrical Parts, Materials and Supplies**						
	Discount		50%	0%		5%	
	Benchmark		List Price			Vendor's Price List	
2	**Plumbing Parts, Materials and Supplies**						
	Discount		50%	0%		5%	0%
	Benchmark		List Price			Vendor's Price List	Shelves Pricing
3	**Paint and Supplies**						
	Discount			0%		5%	
	Benchmark					Vendor's Price List	
4	**Lawn and Garden Parts, Materials and Supplies**						
	Discount			0%		5%	
	Benchmark					Vendor's Price List	
5	**Locksmith Parts, Supplies and Door Hardware**						
	Discount			0%		5%	
	Benchmark					Vendor's Price List	
6	**Lumber and Building Materials and Supplies**						
	Discount			0%		5%	
	Benchmark					Vendor's Price List	
7	**Sprinkler Systems Parts and Supplies**						
	Discount			0%		5%	
	Benchmark					Vendor's Price List	
8	**Welding Materials and Supplies**						
	Discount		50%	0%		5%	
	Benchmark		List Price			Vendor's Price List	
9	**HVAC Parts and Supplies**						
	Discount	50%	50%	10-30%		5%	
	Benchmark		List Price	Parts Only: Enviro-Tec 10% off list; Griswold Valves 30% off list; Lakos Solids Separators 10% off list; Marley Cooling Tower 10% off list; Patterson Pumps 10% off list (excludes shipping)		Vendor's Price List	
10	**Glass, Aluminum, and Store Front Materials**						
	Discount				5%		
	Benchmark				Retail Pricing		

The Director of Purchasing has reviewed all the responses and evaluations completed.

SOUTH TEXAS COLLEGE

1. SOUTH TEXAS COLLEGE
MAINTENANCE AND REPAIR PARTS, MATERIALS, AND SUPPLIES
PROJECT NO. 19-20-1005

		MSC Industrial Supply, Co.	Sherwin Williams, Co.	Trane U.S.A.	Valley Armature & Electric
	ADDRESS	402 US 77 Frontage Rd	3500 N 10th St	503 W Owassa	1313 N Expwy 281
	CITY/STATE/ZIP	Harlingen, TX 78550	McAllen, TX 78501	Edinburg, TX 78539	Edinburg, TX 78542
	PHONE	956-412-6500	956-686-4131	956-454-2483	956-227-5765
	FAX	956-412-8131	956-686-8140		956-393-2234
	CONTACT	David Lugo	Ben Garza	Ricardo Montalvo	Kasey L. Lewis
#	**Description**	**Proposed**	**Proposed**	**Proposed**	**Proposed**
1	**Electrical Parts, Materials and Supplies**				
	Discount	20%			15%
	Benchmark	Book Pricing			Catalog List Prices
2	**Plumbing Parts, Materials and Supplies**				
	Discount	20%			
	Benchmark	Book Pricing			
3	**Paint and Supplies**				
	Discount	20%	50%		
	Benchmark	Book Pricing	Paint 50% off, Paint Supplies 25% off list price, recommended Mfg. Pricing		
4	**Lawn and Garden Parts, Materials and Supplies**				
	Discount	20%			
	Benchmark	Book Pricing			
5	**Locksmith Parts, Supplies and Door Hardware**				
	Discount	20%			
	Benchmark	Book Pricing			
6	**Lumber and Building Materials and Supplies**				
	Discount	20%			
	Benchmark	Book Pricing			
7	**Sprinkler Systems Parts and Supplies**				
	Discount				
	Benchmark				
8	**Welding Materials and Supplies**				
	Discount	20%			
	Benchmark	Book Pricing			
9	**HVAC Parts and Supplies**				
	Discount	20%		30%	15%
	Benchmark	Book Pricing		30% Discount Over US List Price	Catalog List Prices
10	**Glass, Aluminum, and Store Front Materials**				
	Discount				
	Benchmark				

The Director of Purchasing has reviewed all the responses and evaluations completed.

2

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
2. PRINTING PROJECTS
PROJECT NO. 19-20-1006

	NAME	Capital Spectrum, Inc.	Copy Craft Printers/ dba Slate Group	Copy Plus, LLC.	EP Graphics, Inc.	FedEx Office	Gateway Printing & Office Supply, Inc.	San Antonio Printing	UBEO, LLC./ dba Copy Zone
	ADDRESS	P O Box 17936	6024 45th St	4500 N 10th St	169 S Jefferson St	2812 N 10th St	14803 Bulverde Rd	2909 W US Hwy 83	3701 N Bicentennial Blvd Ste 100
	CITY/STATE/ZIP	Austin, TX 78760	Lubbock, TX 79407	McAllen, TX 78504	Berne, IN 46711	McAllen, TX 78501	San Antonio, TX 78247	McAllen, TX 78501	McAllen, TX 78501
	PHONE	512-478-3448	806-794-7752	956-668-7587	877-589-2145	956-682-4040	210-650-3995	956-605-0088	956-668-9600
	FAX	512-478-3863	806-798-8190	956-668-7590	260-589-2810	956-682-4013	210-650-5506	956-687-7468	956-668-7818
	CONTACT	James F. Adame	Trey Laverty	Eder Gallegos	Lori Schoenlein	Humberto Barberena	Butch Shook	Antonio Delgado	Pily Stevens
#	Description	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed	Proposed
OFFICIAL STATIONERY FY 2019-2020									
1	**Letterhead**								
	1 Ream		$ 29.44	$ 129.39			$ 40.00	$ 115.00	$ 85.46
2	**Envelopes**								
	1 Box		$ 43.10	$ 136.37			$ 195.00	$ 140.00	$ 94.45
3	**Second Sheets**								
	1 Ream		$ 50.19	$ 30.40			$ 12.00	$ 25.00	$ 21.50
4	**Business Cards Double Sided**								
	1 Box (500 cards)		$ 6.627	$ 27.00		$ 34.86	$ 43.00		$ 19.97
FINAL COST PER COMPLETED ORDERS									
5	**Letterhead**								
	50 Reams (500 sheets)		$ 1,472.15	$ 6,469.50			$ 2,000.00	$ 5,750.00	$ 4,273.00
6	**Envelopes**								
	50 Boxes (500 envelopes)		$ 2,155.27	$ 6,818.50			$ 9,750.00	$ 7,000.00	$ 4,722.50
7	**Second Sheets**								
	10 Reams (500 sheets)		$ 501.93	$ 304.00			$ 120.00	$ 250.00	$ 215.00
8	**Business Cards Double Sided**								
	400 Boxes (500 cards)		$ 2,650.80	$ 10,800.00		$ 13,944.00	$ 17,200.00		$ 7,988.00
STUDENT CATALOG FY 2019-2020									
	One (1) issue per year								
1	4,000 Prints 500 Pages + Cover	$ 24,060.00	$ 19,040.32		$14,090.00 (496 pages + cover)				

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
2. PRINTING PROJECTS
PROJECT NO. 19-20-1006

	NAME	Capital Spectrum, Inc.	Copy Craft Printers/ dba Slate Group	Copy Plus, LLC.	EP Graphics, Inc.	FedEx Office	Gateway Printing & Office Supply, Inc.	San Antonio Printing	UBEO, LLC./ dba Copy Zone
#	**Description**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**	**Proposed**
GRADUATION ANNOUNCEMENTS & ENVELOPES FY 2019-2020									
December 2019 Graduation Announcements & Matching Envelopes									
1	Quantity: 800		$ 2,520.00					$ 1,360.00	$ 408.00
May 2020 Graduation Announcements & Matching Envelopes									
2	Quantity: 1,200		$ 4,428.00					$ 1,680.00	$ 612.00
GRADUATION PROGRAMS FY 2019-2020									
December 2019 Graduation Ceremony Programs									
1	10,000 Programs	$ 9,132.00	$ 9,958.05					$ 8,800.00	
May 2020 Graduation Ceremony Programs									
2	20,000 Programs	$ 18,794.00	$ 18,924.48					$ 15,600.00	
	Graduation Programs Total	$ 27,926.00	$ 28,882.53					$ 24,400.00	
Summary of Projects									
Official Stationery FY 2019-2020			$ 20,000.00						
Student Catalog FY 2019-2020					$ 14,090.00				
Graduation Announcements & Envelopes FY 2019-2020									$ 1,020.00
Graduation Programs FY 2019-2020								$ 48,800.00	
TOTAL EVALUATION POINTS		88	87.5	80.5	93.75	85	86.5	89.75	91
RANKING		4	5	8	1	7	6	3	2

The Director of Purchasing has reviewed all the responses and evaluations completed.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
2. PRINTING PROJECTS - GENERAL PURPOSE PRINTING
PROJECT NO. 19-20-1006

	NAME	Copy Craft Printers/ dba Slate Group	Copy Plus, LLC.	FedEx Office	Gateway Printing & Office Supply, Inc.	San Antonio Printing	UBEO, LLC./ dba Copy Zone
	ADDRESS	6024 45th St	4500 N 10th St	2812 N 10th St	14803 Bulverde Rd	2909 W US Hwy 83	3701 N Bicentennial Blvd Ste 100
	CITY/STATE/ZIP	Lubbock, TX 79407	McAllen, TX 78504	McAllen, TX 78501	San Antonio, TX 78247	McAllen, TX 78501	McAllen, TX 78501
	PHONE	806-794-7752	956-668-7587	956-682-4040	210-650-3995	956-605-0088	956-668-9600
	FAX	806-798-8190	956-668-7590	956-682-4013	210-650-5506	956-687-7468	956-668-7818
	CONTACT	Trey Laverty	Eder Gallegos	Humberto Barberena	Butch Shook	Antonio Delgado	Pily Stevens
#	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
1. FLIERS (SINGLE SIDED)							
1a	**8.5 x 11 24# Text White or similar, 4 Color Process, Full Bleed, No Folds**						
	Cost per 250	$ 233.97	$ 45.18	$198.22 (100# Text Gloss)	$ 29.75	$ 106.25	$ 57.23
	Cost per 1,000	$ 352.26	$ 159.00	$ 223.02	$ 98.25	$ 375.00	$ 177.45
	Cost per 2,000	$ 457.57	$ 302.00	$ 320.44	$ 189.70	$ 550.00	$ 324.85
2. BROCHURES							
2a	**8.5 x 11 100#, Gloss Text White, 4 Color Process, Double-Sided Printing, Full Bleed Both Sides, Tri-fold**						
	Cost per 500	$ 610.69	$ 197.00	$ 255.90	$ 143.25	$ 425.00	$ 128.55
	Cost per 1,000	$ 633.17	$ 362.10	$ 291.22	$ 284.70	$ 750.00	$ 198.02
	Cost per 2,000	$ 827.01	$ 681.90	$ 424.92	$ 380.90	$ 1,300.00	$ 351.52
3. POSTCARDS							
3a	**5 x 7 14 PT White Cover Gloss or similar, (4/1), Double-Sided, Full Bleed**						
	Cost per 3,000	$ 876.20	$ 413.25	$ 371.56	$ 245.40	$ 1,125.00	$ 243.00
	Cost per 5,000	$ 922.75	$ 634.75	$ 417.45	$ 379.65	$ 1,630.00	$ 370.12
	Cost per 7,000	$ 1,082.03	$ 880.25	$ 679.34	$ 513.70	$ 1,920.00	$ 518.70
4. NCR FORMS							
4a	**Based on a 2-part NCR Form - 8.5 x 11, Single-Sided, Black Ink**						
	Cost per 100	$ 205.58	$ 21.74	$ 40.00	$ 20.75	$ 30.00	$ 34.46
	Cost per 500	$ 429.14	$ 108.70	$ 125.00	$ 70.40	$ 75.00	$ 77.65
4b	**Based on a 3-part NCR Form - 8.5 x 11, Single-Sided, Black Ink**						
	8.5 x 11, Single Sided, Black Ink						
	Cost per 100	$ 277.60	$ 32.61	$ 50.00	$ 26.65	$ 40.00	$ 51.45
	Cost per 500	$ 491.31	$ 148.05	$ 175.00	$ 99.85	$ 125.00	$ 140.13

The Director of Purchasing has reviewed all the responses and evaluations completed.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
2. PRINTING PROJECTS
PROJECT NO. 19-20-1006 -- EVALUATION SUMMARY

	NAME	Capital Spectrum, Inc.		Copy Craft Printers/ dba Slate Group		Copy Plus, LLC.		EP Graphics, Inc.		FedEx Office		Gateway Printing & Office Supply, Inc.		San Antonio Printing		UBEO, LLC./ dba Copy Zone	
	ADDRESS	P O Box 17936		6024 45th St		4500 N 10th St		169 S Jefferson St		2812 N 10th St		14803 Bulverde Rd		2909 W US Hwy 83		3701 N Bicentennial Blvd Ste 100	
	CITY/STATE/ZIP	Austin, TX 78760		Lubbock, TX 79407		McAllen, TX 78504		Berne, IN 46711		McAllen, TX 78501		San Antonio, TX 78247		McAllen, TX 78501		McAllen, TX 78501	
	PHONE	512-478-3448		806-794-7752		956-668-7587		877-589-2145		956-682-4040		210-650-3995		956-605-0088		956-668-9600	
	FAX	512-478-3863		806-798-8190		956-668-7590		260-589-2810		956-682-4013		210-650-5506		956-687-7468		956-668-7818	
	CONTACT	James F. Adame		Trey Laverty		Eder Gallegos		Lori Schoenlein		Humberto Barberena		Butch Shook		Antonio Delgado		Pily Stevens	
1	The purchase price. (up to 40 points)	34	34	38	38	32	32	38	38	30	30	34	34	40	40	36	36
		34		38		32		38		30		34		40		36	
		34		38		32		38		30		34		40		36	
		34		38		32		38		30		34		40		36	
2	The reputation of the vendor and of the vendor's goods and/or services. (up to 15 points)	13	13.5	13	13	12	12.25	14	14	14	13.75	14	13.75	12	12.75	13	14.25
		14		13		12		14		13		14		13		14	
		13		13		12		14		14		14		13		15	
		14		13		13		14		14		13		13		15	
3	The quality of vendor's goods or services. (up to 16 points)	14	14.5	13	13.25	13	13	15	15	15	15	15	13.5	15	13.5	15	15
		15		13		13		15		14		13		14		15	
		14		14		13		15		16		13		12		15	
		15		13		13		15		15		13		13		15	
4	The extent to which the goods or services meet the College's needs. (up to 20 points)	18	18	16	16.5	16	16	18	18.75	18	18.25	19	17.25	15	16	16	18
		19		18		16		19		18		17		17		19	
		16		16		16		19		18		17		16		18	
		19		16		16		19		19		16		16		19	
5	The vendor's past relationship with the College. (up to 3 points)	3	3	2	2	3	2.5	3	3	3	3	3	3	3	3	3	3
		3		2		3		3		3		3		3		3	
		3		2		2		3		3		3		3		3	
		3		2		2		3		3		3		3		3	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Business. (up to 1 point)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		0		0		0		0		0		0		0		0	
		0		0		0		0		0		0		0		0	
		0		0		0		0		0		0		0		0	
7	The vendor's delivery schedule. (up to 5 points)	5	5	5	4.75	5	4.75	5	5	5	5	5	5	4	4.5	4	4.75
		5		5		5		5		5		5		5		5	
		5		5		5		5		5		5		5		5	
		5		4		4		5		5		5		4		5	
	TOTAL EVALUATION POINTS	88		87.5		80.5		93.75		85		86.5		89.75		91	
	RANKING	4		5		8		1		7		6		3		2	

The Director of Purchasing has reviewed all the responses and evaluations completed.

3

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
3. PURCHASE AND INSTALLATION OF IRRIGATION SYSTEM EQUIPMENT
PROJECT NO. 19-20-1007

NAME			Aqua Tech		Earth Irrigation and Landscaping, Ltd.		RG Enterprises, LLC./ dba G&G Contractors		TLC Total Lawn Care, LLC.		Valley Center Garden, Inc./ dba Southern Landscapes	
ADDRESS			4309 N 10th St Ste D		1101 E Violet Ave		711 E Wisconsin Rd		4234 N FM 88		821 E Beech Ave	
CITY/STATE/ZIP			McAllen, TX 78504		McAllen, TX 78504		Edinburg, TX 78539		Weslaco, TX 78599		McAllen, TX 78501	
PHONE			956-630-1402		956-631-6689		956-283-7040		800-796-8087		956-618-1899	
CONTACT			Robert Evans		Willie Gossett		Rene Garza		Ian Henderson		Clayton Frady	
#	**Qty**	**Description**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
1	1	Controller Front Panel P/N ESPLXMEFP	$ 150.00	$ 150.00	$ 193.00	$ 193.00	$ 182.40	$ 182.40	$ 159.08	$ 159.08	$ 143.38	$ 143.38
2	11	Flow Sensing P/N ESP12LXMEF	$ 425.00	$ 4,675.00	$ 585.00	$ 6,435.00	$ 549.10	$ 6,040.10	$ 481.77	$ 5,299.47	$ 434.20	$ 4,776.20
3	10	Expansion Module P/N SM12	$ 170.00	$ 1,700.00	$ 236.00	$ 2,360.00	$ 221.94	$ 2,219.40	$ 194.67	$ 1,946.70	$ 175.46	$ 1,754.60
4	24	3G Cellular Communication Cartridge P/N IQ3G-USA	$ 1,995.00	$ 47,880.00	$ 3,078.00	$ 73,872.00	$ 2,615.60	$ 62,774.40	$ 2,344.64	$ 56,271.36	$ 2,179.94	$ 52,318.56
5	24	External Antenna P/N IQEXTANTGP	$ 75.00	$ 1,800.00	$ 111.00	$ 2,664.00	$ 95.35	$ 2,288.40	$ 84.45	$ 2,026.80	$ 78.52	$ 1,884.48
6	1	IQ Communication Cartridge P/N IQNCCRS-RS232	$ 795.00	$ 795.00	$ 1,192.00	$ 1,192.00	$ 1,123.40	$ 1,123.40	$ 908.34	$ 908.34	$ 844.53	$ 844.53
7	2	Module P/N IQFSCMLXME	$ 225.00	$ 450.00	$ 342.00	$ 684.00	$ 644.45	$ 1,288.90	$ 260.68	$ 521.36	$ 242.37	$ 484.74
8	18	Timer Interface P/N WR2RFC	$ 90.00	$ 1,620.00	$ 102.00	$ 1,836.00	$ 192.31	$ 3,461.58	$ 80.17	$ 1,443.06	$ 72.25	$ 1,300.50
9	1	Installation Services	$ 5,930.00	$ 5,930.00	$ 9,045.00	$ 9,045.00	$ 27,175.33	$ 27,175.33	$ 3,245.00	$ 3,245.00	$ 10,600.00	$ 10,600.00
TOTAL AMOUNT PROPOSED			$ 65,000.00		$ 98,281.00		$ 106,553.91		$ 71,821.17		$ 74,106.99	
TOTAL EVALUATION POINTS			90.82		74.02		71.15		83.92		87.16	
RANKING			1		4		5		3		2	

The Director of Purchasing has reviewed all the responses and evaluations completed.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
3. PURCHASE AND INSTALLATION OF IRRIGATION SYSTEM EQUIPMENT
PROJECT NO. 19-20-1007
EVALUATION SUMMARY

	VENDOR	Aqua Tech		Earth Irrigation and Landscaping, Ltd.		RG Enterprises, LLC./ dba G&G Contractors		TLC Total Lawn Care, LLC.		Valley Center Garden/ dba Southern Landscapes	
	ADDRESS	4309 N 10th St Ste D		1101 E Violet Ave		711 E Wisconsin Rd		4234 N FM 88		821 E Beech Ave	
	CITY/STATE/ZIP	McAllen, TX 78504		McAllen, TX 78504		Edinburg, TX 78539		Weslaco, TX 78599		McAllen, TX 78501	
	PHONE	956-630-1402		956-631-6689		956-283-7040		800-796-8087		956-618-1899	
	CONTACT	Robert Evans		Willie Gossett		Rene Garza		Ian Henderson		Clayton Frady	
1	The purchase price. (up to 45 points)	45	45	29.7	29.7	27.5	27.5	39.6	39.6	41	41
		45		29.7		27.5		39.6		41	
		45		29.7		27.5		39.6		41	
2	The reputation of the vendor and the vendor's goods or services. (up to 15 points)	14	13.66	14	13.33	13	13.33	14	13.33	14	13.66
		13		13		13		13		13	
		14		13		14		13		14	
3	The quality of the vendor's goods or services. (up to 16 points)	15	14	15	13.66	14	12.33	15	13.66	15	14
		13		13		13		13		13	
		14		13		10		13		14	
4	The extent to which the vendor's goods or services meet the College's needs. (up to 20 points)	19	15.66	18	15	17	15.33	19	15	19	16
		16		16		16		16		16	
		12		11		13		10		13	
5	The vendor's past relationship with the College. (up to 3 points)	3	2.5	3	2.33	2	2	3	2.33	3	2.5
		2.5		2		2		2		2.5	
		2		2		2		2		2	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	0	0	0	0	0	0.66	0	0	0	0
		0		0		1		0		0	
		0		0		1		0		0	
TOTAL EVALUATION POINTS		90.82		74.02		71.15		83.92		87.16	
RANKING		1		4		5		3		2	

The Director of Purchasing has reviewed all the responses and evaluations completed.

4

SOUTH TEXAS COLLEGE

NO BACKUP FOR

4. Merchant Services (Reject)

5

SOUTH TEXAS COLLEGE

NO BACKUP FOR

5. Merchant Services (Contract Extension)

6

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
6. TESTING MATERIALS

NAME	The College Board
ADDRESS	250 Vesey St
CITY/STATE/ZIP	New York, NY 10281
PHONE	212-713-8165
FAX	212-713-8143

#	Qty	Description	Unit Price	Extension
1	1	Testing Materials for Texas Success Initiative (TSI) Period: 9/1/19 - 8/31/20	$ 50,000.00	$ 50,000.00
TOTAL AMOUNT			$	50,000.00

7

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAl en, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

July 16, 2019

PepsiCo
Mr. Christopher Martinez
1601 N. International Blvd., Suite 400
Hidalgo, TX 78557

Dear Mr. Martinez:

On August 22, 2017, South Texas College awarded a contract to PepsiCo for Beverage Products. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from October 13, 2019 through October 12, 2020.

In accordance with your company's proposal submitted in response to our competitive solicitation, your company is permitted a 3% increase in bottle and can product prices and a 3.5% increase on post mix product prices for the renewal term.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through October 12, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: Christopher Martinez

Name Printed: Christopher Martinez

Date: 7/19/19

8

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W Pecan Blvd., McAllen, TX 78501

t (956) 872 4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www SouthTexasCollege edu

July 16, 2019

Gulf Coast Paper, Co.
Attn: Mr. Jorge A. Guerra
635 Billy Mitchell Blvd.
Brownsville, TX 78521

Dear Mr. Guerra:

On August 28, 2018, South Texas College awarded a contract to Gulf Coast Paper, Co. for Custodial Supplies. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the first year of the contract and would like to renew for an additional one-year period. The first renewal period will be from August 18, 2019 through August 17, 2020.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be return via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through August 17, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: _____

Name Printed: Jorge A. Guerra

Date: 7-16-2019

8b

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

July 16, 2019

Rio Paper and Supply LLC
Attn: Mr. Jesus A. Sanchez
1800 Mozelle
Pharr, TX 78557

Dear Mr. Sanchez:

On August 28, 2018, South Texas College awarded a contract to Rio Paper and Supply LLC for Custodial Supplies. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the first year of the contract and would like to renew for an additional one-year period. The first renewal period will be from August 18, 2019 through August 17, 2020.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through August 17, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: _____

Name Printed: Jesus A. Sanchez

Date: Friday July 19, 2019

9

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502 9701
www.SouthTexasCollege.edu

July 16, 2019

Gateway Printing & Office Supply, Inc.
Attn: Mr. Butch Shook
315 South Closner
Edinburg, TX 78539

Dear Mr. Shook:

On September 19, 2017, South Texas College awarded a contract to Gateway Printing & Office Supply, Inc. for Office Supplies. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from October 1, 2019 through September 30, 2020.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through September 30, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: B. Shook

Name Printed: Butch Shook

Date: 7/22/2019

9b

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

July 16, 2019

Cielo Office Products
Attn: Mr. Eloy Olivarez
1408 East Jasmine Avenue, Suite A
McAllen, TX 78501

Dear Mr. Olivarez:

On September 19, 2017, South Texas College awarded a contract to Cielo Office Products for Office Supplies. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from October 1, 2019 through September 30, 2020.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through September 30, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: Eloy Olivarez

Name Printed: Eloy Olivarez

Date: 7/16/19

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

July 16, 2019

Copy Plus, LLC.
Attn: Mr. Michael J. Flemate
4500 North 10th, Suite 240
McAllen, TX 78504

Dear Mr. Flemate:

On September 19, 2017, South Texas College awarded a contract to Copy Plus, LLC. for Office Supplies. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from October 1, 2019 through September 30, 2020.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through September 30, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: Lorissa Pecina

Name Printed: Lorissa Pecina

Date: 7-17-19

10

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502 9701
www.SouthTexasCollege.edu

July 16, 2019

Bug Works Termite & Pest Control Company
Attn: Mark Sullivan
715 W. Pecan Blvd.
McAllen, TX 78501

Dear Mr. Sullivan:

On August 28, 2018, South Texas College awarded a contract to Bug Works Termite & Pest Control Company for Pest Control Services. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the first year of the contract and would like to renew for an additional one-year period. The first renewal period will be from September 1, 2019 through August 31, 2020.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through August 31, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: _____

Name Printed: Mark Sullivan

Date: 7/19/19

11

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

PO Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

July 16, 2019

Ms. Emily Parker Myers
Myers McRae, Inc.
515 Mulberry Street, Suite 200
Macon, Georgia 31201

Dear Ms. Myers:

On August 28, 2018, South Texas College awarded a contract to Myers McRae, Inc. for Professional Recruitment Services. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the first year of the contract and would like to renew for an additional one-year period. The first renewal period will be from September 1, 2019 through August 31, 2020.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through August 31, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: I Hunter Godbey

Name Printed: I Hunter Godbey, Sr VP, Proposal + Contract Admin.

Date: 7/18/19

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872 4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

July 16, 2019

Mr. Preston Pulliams
Gold Hill Associates
1065 Stigger Road
Jackson, Mississippi 39209

Dear Mr. Pulliams:

On August 28, 2018, South Texas College awarded a contract to Gold Hill Associates for Professional Recruitment Services. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the first year of the contract and would like to renew for an additional one-year period. The first renewal period will be from September 1, 2019 through August 31, 2020.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through August 31, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: Preston Pulliams

Name Printed: Preston Pulliams

Date: July 23, 2019

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

July 16, 2019

Ms. Jan Greenwood
Greenwood/Asher & Associates, Inc.
42 Business Center Drive, Suite 206
Miramar Beach, Florida 32550

Dear Ms. Greenwood:

On August 28, 2018, South Texas College awarded a contract to Greenwood/Asher & Associates, Inc. for Professional Recruitment Services. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the first year of the contract and would like to renew for an additional one-year period. The first renewal period will be from September 1, 2019 through August 31, 2020.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through August 31, 2020 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: Betty Asher

Name Printed: Betty Asher

Date: 07/18/2019

12

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
12. BANNER APPLICATION MAINTENANCE AGREEMENT

NAME	Ellucian, Inc. through Texas A&M University - Corpus Christi acting by and through the State of Texas Department of Information Resources (DIR), for the Texas Connection Consortium (TCC)
ADDRESS	6300 Ocean Dr
CITY/STATE/ZIP	Corpus Christi, TX 78412
PHONE	361-825-2134
CONTACT	Dana Aikman

#	Qty	Description	Unit Price	Extension
1	1	Banner Financial Aid	$ 34,368.07	$ 34,368.07
2	1	Banner Finance	$ 32,498.98	$ 32,498.98
3	1	Banner Finance Self-Service	$ 4,063.89	$ 4,063.89
4	1	Banner Human Resources	$ 20,808.93	$ 20,808.93
5	1	Banner Employee Self-Service	$ 11,288.07	$ 11,288.07
6	1	Banner Student	$ 33,659.96	$ 33,659.96
7	1	Banner Student Self-Service	$ 7,298.61	$ 7,298.61
8	1	Banner Faculty (and Advisor) Self-Service	$ 9,782.96	$ 9,782.96
9	1	EDI Smart	$ 643.53	$ 643.53
10	1	Banner Workflow	$ 11,149.24	$ 11,149.24
11	1	Campus Loan Manager (CLM) (Campus Receivables Collector)	$ 7,868.77	$ 7,868.77
12	1	Operational Data Store (ODS) Oracle	$ 31,206.29	$ 31,206.29
13	1	Luminis Basic	$ 36,234.32	$ 36,234.32
14	1	Banner Recruiting and Admission Performance	$ 20,063.29	$ 20,063.29
15	1	Ellucian Degree Works	$ 10,053.08	$ 10,053.08
16	1	Ellucian Degree Works Transfer Equivalency	$ 5,026.54	$ 5,026.54
17	1	Ellucian Mobile Platform Edition	$ 7,762.61	$ 7,762.61
18	1	Ellucian Intelligent Learning Platform	$ 11,767.68	$ 11,767.68
19	1	Financial Aid FM Need Analysis	$ 7,031.34	$ 7,031.34
20	1	Xtender Solutions	$ 5,053.18	$ 5,053.18
21	1	Application Xtender	$ 18,688.80	$ 18,688.80
22	1	AppWorx	$ 28,801.77	$ 28,801.77
23	1	Document Management Suite	$ 2,882.42	$ 2,882.42
24	1	Application Xtender Test Bundle	$ 1,335.66	$ 1,335.66
25	1	Banner Enterprise Job Scheduler	$ 5,219.10	$ 5,219.10
26	1	Application Xtender Web Services	$ 1,722.55	$ 1,722.55
27	1	Banner Document Management Suite - May 11	$ 3,828.18	$ 3,828.18
28	1	Banner Document Management Suite - Nov 11	$ 1,516.42	$ 1,516.42
29	1	Banner Document Management Suite - Dec 11	$ 250.88	$ 250.88
30	1	Banner Document Management	$ 1,087.27	$ 1,087.27
31	1	Administrative Fee	$ 10,256.47	$ 10,256.47
TOTAL AMOUNT			$	383,218.86

13

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
13. DATA HOSTING AND MAINTENANCE AGREEMENT

NAME	TouchNet Information Systems, Inc.
ADDRESS	P O Box 936585
CITY/STATE/ZIP	Atlanta, GA 31193
PHONE	913-599-6699
FAX	913-599-5588
CONTACT	Melody Walker

#	Qty	Description	Unit Price	Extension
1	1	TouchNet Hosting Services: Payment Gateway Credit Card, ACH & Debit, BP Account Center, eBill, Payment Plans, Student Cashiering, Dept Deposits, Marketplace uPay & uStores Period: 9/1/19 - 8/31/20	$ 83,081.00	$ 83,081.00
2	1	TouchNet Hosting Service: eRefunds Period: 9/1/19 - 8/31/20	$ 8,799.00	$ 8,799.00
3	1	TouchNet Maintenance Services: Payment Gateway Credit Card & ACH Engines, Student Cashiering, Departmental Deposits Period: 9/1/19 - 8/31/20	$ 45,500.00	$ 45,500.00
4	1	TouchNet Maintenance Service: Payment Gateway Debit Engine Period: 9/1/19 - 8/31/20	$ 5,939.00	$ 5,939.00
5	1	TouchNet Maintenance Services: Bill+Payment Account Center, eBill, Payment Plan Period: 9/1/19 - 8/31/20	$ 29,152.00	$ 29,152.00
6	1	TouchNet Maintenance Services: Marketplace uPay, Marketplace uStores Period: 9/1/19 - 8/31/20	$ 19,028.00	$ 19,028.00
7	1	TouchNet Maintenance Services: POS System, Online Payment System, Mobile System Period: 9/1/19 - 8/31/20	$ 52,976.67	$ 52,976.67
TOTAL AMOUNT			$	244,475.67

14

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
14. EMAIL SECURITY SOFTWARE LICENSE AGREEMENTS

NAME	SHI Government Solutions
ADDRESS	1301 S Mo-Pac Expway Ste 375
CITY/STATE/ZIP	Austin, TX 78746
PHONE	800-870-6079
FAX	512-732-0232
CONTACT	Joseph Muniz

#	Qty	Description	Unit Price	Extension
1	2001	Dynamic Reputation, Spam, Virus Protection, Zero-Hour Anti-Virus, Email Firewall, Impostor Email, Greymail Filtering, Smart Search, Regulatory Compliance, Digital Asset Security, Encryption - F Secure - Saas Period: 9/30/19 - 9/29/20	$ 13.50	$ 27,013.50
2	2001	Targeted Attack Protection - URL Defense - SaaS Period: 9/30/19 - 9/29/20	$ 10.20	$ 20,410.20
3	1	PFPT Platinum Level Support - SaaS (included) - 12 Period: 9/30/19 - 9/29/20	$ -	$ -
TOTAL AMOUNT			$	47,423.70

15

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
15. ENTERPRISE SOFTWARE LICENSE AND MAINTENANCE AGREMENTS

NAME	SHI Government Solutions
ADDRESS	1301 S Mo-Pac Expway Ste 375
CITY/STATE/ZIP	Austin, TX 78746
PHONE	800-870-6079
FAX	512-732-0232
CONTACT	Joseph Muniz

#	Qty	Description	Unit Price	Extension
1	1	FootPrints Service Core Period: 9/1/19 - 8/31/20	$ 24,326.10	$ 24,326.10
2	3500	Deep Freeze ENT NA EDU Maintenance Renewal; 1 YR 1000+ Faronics Period: 9/1/19 - 8/31/20	$ 3.00	$ 10,500.00
3	100	Insight NA EDU Maintenance Renewal 1 YR 50+ CR Faronics Period: 9/1/19 - 8/31/20	$ 48.00	$ 4,800.00
4	100	Deep Freeze Mac NA EDU Maintenance Renewal 1 YR 1000+ Faronics Period: 9/1/19 - 8/31/20	$ 3.00	$ 300.00
5	1	Year Advantage Ultra Service Plan for (1) Symmetra PX UPS 40kVA 40 and/or PDU Schneider Electric Period: 1/12/20 - 1/11/21	$ 4,559.20	$ 4,559.20
6	1	Additional Contract PM Visit for (1) Symmetra PX 10kVA 80 or 100 Frame UPS and/or PDU Period: 1/12/20 - 1/11/21	$ 1,166.70	$ 1,166.70
7	1	Year Advantage Ultra Service Plan for (1) Symmetra PX UPS 70kVA 80 or 100 Frame UPS and/or PDU Period: 1/11/20 - 1/10/21	$ 6,102.20	$ 6,102.20
8	1	Custom Support Renewal - 4 Hour Parts - Extended Service Agreement - Parts - Onsite Period: 9/1/19 - 8/31/20	$ 4,566.00	$ 4,566.00
9	1	SolarWinds IP Address Manager IP4000 (up to 4096 Ips) - Annual Maintenance Renewal Period: 9/4/19 - 9/3/20	$ 888.00	$ 888.00
10	1	SolarWinds Server & Application Monitor ALX (unlimited monitors - Standard Polling Throughput) - Annual Maintenance Renewal Period: 9/4/19 - 9/3/20	$ 6,989.80	$ 6,989.80
11	1	SolarWinds Network Topology Mapper - Annual Maintenance Renewal Period: 9/4/19 - 9/3/20	$ 385.80	$ 385.80
12	1	SolarWinds Network Performance Monitor SLX (unlimited elements-Standard Polling Throughput) - Annual Maintenance Renewal Period: 9/4/19 - 9/3/20	$ 5,880.10	$ 5,880.10
13	1	SolarWinds Web Performance Monitor WPM50 (up to 50 [recording x locations]) - Annual Maintenance Renewal Period: 9/4/19 - 9/3/20	$ 1,463.40	$ 1,463.40
14	1	SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SLX - Annual Maintenance Renewal Period: 9/4/19 - 9/3/20	$ 3,421.60	$ 3,421.60
15	1	SolarWinds User Device Tracker UT2500 (up to 2500 ports) - Annual Maintenance Renewal Period: 9/4/19 - 9/3/20	$ 396.80	$ 396.80
16	1	SolarWinds Network Configuration Manager DL500 (up to 500 nodes) - Annual Maintenance Renewal Period: 9/4/19 - 9/3/20	$ 1,755.70	$ 1,755.70
17	1	SolarWinds Additional Polling Engine for SolarWinds Unlimited Licenses (Standard Polling Throughput) - Annual Maintenance Renewal Period: 9/4/19 - 9/3/20	$ 3,662.60	$ 3,662.60
TOTAL AMOUNT			$	81,164.00

16

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
16. INTERNET SERVICE - PECAN CAMPUS

NAME	State of Texas Department of Information Resources-TEXAN (DIR) and Time Warner Cable Texas, LLC. (Spectrum Enterprise)
ADDRESS	300 W 15th St Ste 1300
CITY/STATE/ZIP	Austin, TX 78701
PHONE	210-516-5311
CONTACT	James Montoya

#	Qty	Description	Unit Price	Extension
1	12	Internet Service - Pecan Campus Period: 9/1/19 -8/31/20 Includes: monthly service, other fees and charges, and a one-time installation charge	$15,000.000	$ 180,000.00
TOTAL AMOUNT			$	180,000.00

17

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
17. NETWORK HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT

NAME	Insight Public Sector, Inc.
ADDRESS	6820 S Harl Ave
CITY/STATE/ZIP	Tempe, AZ 85283
LOCAL ADDRESS	2712 N McColl Rd McAllen, TX 78501
PHONE	800-467-4448
CONTACT	Darak Weaver

#	Qty	Description	Unit Price	Extension
Cisco SMARTnet - Period: 9/1/19 - 8/31/20				
1	1	CON-ECMU-1 Various	$ 9,995.72	$ 9,995.72
2	1	CON-ECMUS-1 Various	$ 2,644.70	$ 2,644.70
3	1	CON-PLS-1 New	$ 12,768.00	$ 12,768.00
4	1	CON-SNT-1 Various	$ 42,891.77	$ 42,891.77
5	1	CON-SNTE-1 93374624	$ 467.60	$ 467.60
6	1	CON-SNTR-1 200693389	$ 23,878.79	$ 23,878.79
7	1	CON-SSSNT-1 Various	$ 3,682.75	$ 3,682.75
8	1	CON-ECMU-1 Various	$ 94,691.29	$ 94,691.29
9	1	CON-ISV1-1 94293354	$ 1,587.60	$ 1,587.60
TOTAL AMOUNT			$	192,608.22

18

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
18. ORACLE LICENSE MAINTENANCE AGREEMENT

NAME	Oracle America, Inc.
ADDRESS	1910 Oracle Way
CITY/STATE/ZIP	Reston, VA 20190
PHONE	781-442-1034
CONTACT	Kaitrin Tobin

#	Qty	Description	Unit Price	Extension
1	1	Oracle Advanced Security Named User Plus Perpetual CSI# 19208501 Qty: 23,896	$ 18,213.21	$ 18,213.21
2	1	Oracle Database Enterprise Edition - Named User Plus Perpetual CSI# 14054167 Qty: 13,716	$ 69,903.32	$ 69,903.32
3	1	Oracle Diagnostics Pack Named User Plus Perpetual CSI# 14054167 Qty: 13,716	$ 5,242.76	$ 5,242.76
4	1	Oracle Internet Application Server Enterprise Edition Named User Plus Perpetual CSI# 14054167 Qty: 13,716	$ 34,951.69	$ 34,951.69
5	1	Oracle Internet Developer Suite Named User Plus Perpetual CSI# 14054167 Qty: 5	$ 4,400.76	$ 4,400.76
6	1	Oracle Programmer Named User Plus Perpetual CSI# 14054167 Qty: 5	$ 890.19	$ 890.19
7	1	Oracle Real Application Clusters Named User Plus Perpetual CSI# 14054167 Qty: 13,716	$ 34,951.69	$ 34,951.69
8	1	Oracle Tuning Pack Named User Plus Perpetual CSI# 14054167 Qty: 13,716	$ 5,242.76	$ 5,242.76
9	1	Oracle Database Enterprise Edition Named User Plus Perpetual CSI# 15508293 Qty: 670	$ 9,362.92	$ 9,362.92
10	1	Oracle Diagnostics Pack Named User Plus Perpetual CSI# 14054167 Qty: 13,716	$ 702.22	$ 702.22
11	1	Oracle Internet Application Server Enterprise Edition Named User Plus Perpetual CSI# 15508293 Qty: 670	$ 7,022.18	$ 7,022.18
12	1	Oracle Real Application Clusters Named User Plus Perpetual CSI# 14054167 Qty: 13,716	$ 4,681.45	$ 4,681.45
13	1	Oracle Tuning Pack Named User Plus Perpetual CSI# 14054167 Qty: 13,716	$ 702.22	$ 702.22
14	1	Oracle Database Enterprise Edition Named User Plus Perpetual CSI# 15918890 Qty: 979	$ 6,520.39	$ 6,520.39
15	1	Oracle Diagnostics Pack Named User Plus Perpetual CSI# 15918890 Qty: 979	$ 489.05	$ 489.05
16	1	Oracle Internet Application Server Enterprise Edition Named User Plus Perpetual CSI# 15918890 Qty: 979	$ 4,890.31	$ 4,890.31

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
18. ORACLE LICENSE MAINTENANCE AGREEMENT

NAME			Oracle America, Inc.	
#	**Qty**	**Description**	**Unit Price**	**Extension**
17	1	Oracle Real Application Clusters Named User Plus Perpetual CSI# 15918890 Qty: 979	$ 3,260.18	$ 3,260.18
18	1	Oracle Tuning Pack Named User Plus Perpetual CSI# 15918890 Qty: 979	$ 489.04	$ 489.04
19	1	Oracle Database Enterprise Edition Nonstandard User CSI# 16400182 Qty: 1,338	$ 14,584.87	$ 14,584.87
20	1	Oracle Diagnostics Pack Nonstandard User CSI# 16400182 Qty: 1,338	$ 1,074.66	$ 1,074.66
21	1	Oracle Internet Application Server Enterprise Edition Nonstandard User CSI# 16400182 Qty: 1,338	$ 10,746.75	$ 10,746.75
22	1	Oracle Real Application Clusters Nonstandard User CSI# 16400182 Qty: 1,338	$ 7,062.14	$ 7,062.14
23	1	Oracle Tuning Pack Nonstandard User CSI# 16400182 Qty: 1,338	$ 1,074.68	$ 1,074.68
24	1	Oracle Database Enterprise Edition Named User Plus Perpetual CSI# 167008003 Qty: 4,161	$ 28,566.24	$ 28,566.24
25	1	Oracle Diagnostics Pack Named User Plus Perpetual CSI# 167008003 Qty: 4,161	$ 3,006.97	$ 3,006.97
26	1	Oracle Internet Application Server Enterprise Edition Named User Plus Perpetual CSI# 167008003 Qty: 4,161	$ 21,048.80	$ 21,048.80
27	1	Oracle Real Application Clusters Named User Plus Perpetual CSI# 167008003 Qty: 4,161	$ 13,832.07	$ 13,832.07
28	1	Oracle Tuning Pack Named User Plus Perpetual CSI# 167008003 Qty: 4,161	$ 3,006.97	$ 3,006.97
29	1	Sun Horizon Library Manager for L-Series Library Admin L180 Storage Device CSI#17940949 Qty: 900	$ 305.46	$ 305.46
30	1	Oracle Database Enterprise Edition Named User Plus Perpetual CSI#17940949 Qty: 900	$ 9,598.07	$ 9,598.07
31	1	Oracle Diagnostics Pack Named User Plus Perpetual CSI#17940949 Qty: 900	$ 1,010.33	$ 1,010.33
32	1	Oracle Internet Application Server Enterprise Edition Named User Plus Perpetual CSI#17940949 Qty: 900	$ 7,072.29	$ 7,072.29
33	1	Oracle Real Application Clusters Named User Plus Perpetual CSI#17940949 Qty: 900	$ 4,647.50	$ 4,647.50
34	1	Oracle Tuning Pack Named User Plus Perpetual CSI#17940949 Qty: 900	$ 1,010.33	$ 1,010.33
35	1	Oracle Database Enterprise Edition Named User Plus Perpetual CSI# 19341893 Qty: 106	$ 2,640.91	$ 2,640.91

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
18. ORACLE LICENSE MAINTENANCE AGREEMENT

		NAME	Oracle America, Inc.	
#	**Qty**	**Description**	**Unit Price**	**Extension**
36	1	Oracle Diagnostics Pack Named User Plus Perpetual CSI# 19341893 Qty: 106	$ 278.00	$ 278.00
37	1	Oracle Internet Application Server Enterprise Edition Named User Plus Perpetual CSI# 19341893 Qty: 106	$ 1,945.89	$ 1,945.89
38	1	Oracle Tuning Pack Named User Plus Perpetual CSI# 19341893 Qty: 106	$ 278.00	$ 278.00
39	1	Oracle Database Enterprise Edition Named User Plus Perpetual CSI#18325503 Qty: 2,132	$ 22,340.19	$ 22,340.19
40	1	Oracle Diagnostics Pack Named User Plus Perpetual CSI#18325503 Qty: 2,132	$ 2,351.60	$ 2,351.60
41	1	Oracle Internet Application Server Enterprise Edition Named User Plus Perpetual CSI#18325503 Qty: 2,132	$ 16,461.17	$ 16,461.17
42	1	Oracle Real Application Clusters Named User Plus Perpetual CSI#18325503 Qty: 2,132	$ 10,817.37	$ 10,817.37
43	1	Oracle Tuning Pack Named User Plus Perpetual CSI#18325503 Qty: 2,132	$ 2,351.60	$ 2,351.60
44	1	Oracle Advanced Security Named User Plus Perpetual CSI#19811533 Qty: 345	$ 2,603.85	$ 2,603.85
45	1	Oracle Database Enterprise Edition Named User Plus Perpetual CSI#19811533 Qty: 239	$ 5,712.13	$ 5,712.13
46	1	Oracle Diagnostics Pack Named User Plus Perpetual CSI#19811533 Qty: 239	$ 901.92	$ 901.92
47	1	Oracle Internet Application Server Enterprise Edition Named User Plus Perpetual CSI#19811533 Qty: 239	$ 4,208.94	$ 4,208.94
48	1	Oracle Real Application Clusters Named User Plus Perpetual CSI#19811533 Qty: 239	$ 2,765.87	$ 2,765.87
49	1	Oracle Real Application Clusters Named User Plus Perpetual CSI#19811533 Qty: 106	$ 1,245.89	$ 1,245.89
50	1	Oracle Tuning Pack Named User Plus Perpetual CSI#19811533 Qty: 239	$ 601.28	$ 601.28
51	1	Oracle Golden Gate Named User Plus Perpetual CSI#20086908 Qty: 24,241	$ 42,706.91	$ 42,706.91
52	1	Additional Licenses	$ 15,224.01	$ 15,224.01
TOTAL AMOUNT			$ 475,000.00	

19

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
19. PUBLIC WEBSITE HOSTING SERVICES

NAME	Rackspace US, Inc./ dba Rackspace Hosting, Inc.
ADDRESS	1 Fanatical Place, City of Windcrest
CITY/STATE/ZIP	San Antonio, TX 78218
PHONE	210-312-0287
CONTACT	Tom Olivas

#	Qty	Description	Unit Price	Extension
1	12	Firewall Hosting Service Period: 9/1/19 - 8/31/20	$ 309.52	$ 3,714.24
2	12	SAN Hosting Service Period: 9/1/19 - 8/31/20	$ 988.46	$ 11,861.52
3	12	Virtual Hosting Hypervisor Period: 9/1/19 - 8/31/20	$ 2,400.00	$ 28,800.00
4	12	Virtualization Virtual Machine Period: 9/1/19 - 8/31/20	$ 327.37	$ 3,928.44
5	12	Server Hosting Service Period: 9/1/19 - 8/31/20	$ 1,066.71	$ 12,800.52
6	12	Virtualization Virtual Machine Period: 9/1/19 - 8/31/20	$ 2,620.55	$ 31,446.60
TOTAL AMOUNT			$	92,551.32

20

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
20. SERVER MAINTENANCE AGREEMENTS

NAME	Dell Marketing, LP.
ADDRESS	P O Box 676021
CITY/STATE/ZIP	Dallas, TX 75267
PHONE	800-456-3355
CONTACT	Charen Villanueva

#	Qty	Description	Unit Price	Extension
1	1	Dell Hardware Annual Renewal of Maintenance, Repair, and Support Agreement Quote #3000041500275.1 Period: 9/1/19 - 8/31/20	$ 122,900.41	$ 122,900.41
2	1	Dell Hardware Annual Renewal of Maintenance, Repair, and Support Agreement Quote #3000041500634.1 Period: 9/1/19 - 8/31/20	$ 12,001.26	$ 12,001.26
TOTAL AMOUNT			$	134,901.67

21

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
21. SYSTEMS APPLIANCE MAINTENANCE AGREEMENT

NAME	Dell Marketing, LP.
ADDRESS	P O Box 676021
CITY/STATE/ZIP	Dallas, TX 75267
PHONE	800-456-3355
CONTACT	Josh Brandenburg

#	Qty	Description	Unit Price	Extension
1	1	F5 Appliance Maintenance, Repair, and Support Agreement Period: 9/1/19 - 8/31/20	$ 54,786.92	$ 54,786.92
TOTAL AMOUNT			$ 54,786.92	

22

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
22. VMWARE MAINTENANCE AGREEMENT

NAME	Dell Marketing, LP.
ADDRESS	P O Box 676021
CITY/STATE/ZIP	Dallas, TX 75267
PHONE	800-456-3355
FAX	Josh Brandenburg

#	Qty	Description	Unit Price	Extension
1	1	Dell VMware Maintenance, Repair, and Support Agreement Period: 9/1/19 - 8/31/20	$ 41,444.17	$ 41,444.17
TOTAL AMOUNT			$	41,444.17

23

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") for Training Services is entered into on September 1, 2019 by and between the Parties identified below. This MOU is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act).

CONTRACTING PARTIES:

Receiving Party: _____ **School District**, a political subdivision of the State of Texas.

Performing Party: **South Texas College**, a political subdivision of the State of Texas and an institution of higher education.

PURPOSE:

South Texas College Continuing Education (CE) will issue Continuing Education Certificates of Completion to students of Receiving Party who successfully complete CE's Workforce Continuing Education courses (hereinafter referred to as "Program"). These courses are included in the Texas Higher Education Coordinating Board's Workforce Education Course Manual.

SERVICES TO BE PERFORMED:

Parties will perform the following services ("Services"):

Prior to Training:

1. Performing Party will provide Receiving Party with Program curriculum.
2. Receiving Party will identify the high school courses where the Program will be taught.
3. Receiving Party will identify the classes where the Program will be taught ensuring participation of at least five (5) students.
4. Receiving Party will identify the high school teachers, herein after referred to as "Trainers," that will deliver the Program.
5. Trainers will submit a-Performing Party part-time staff application to Performing Party's Human Resources Department (HR).
6. HR will screen and approve Trainers.
7. Receiving Party will provide Performing Party with Trainers' email and Memorandum of Assignment.
8. Receiving Party will be responsible for expenses relating to materials and supplies used for teacher training
9. Performing Party will provide professional development to Trainers approved by HR.
10. Performing Party will set up the Program in Performing Party registration system at zero tuition.
11. Receiving Party will select only high school juniors and seniors as Program participants.
12. Receiving Party will provide Program information to parents of participating students.
13. Performing Party and Receiving Party will jointly set up Program dates and times.

14. Performing Party will set up Program in the Performing Party registration system and provide course reference numbers to Receiving Party.
15. Performing Party will provide Receiving Party with blank participant registration forms.
16. Receiving Party will provide Performing Party with completed participant registration forms.
17. Receiving Party will provide Performing Party with student transcripts as verification that only juniors and seniors will be attending Program.
18. Performing Party will register participants.
19. Performing Party will provide Receiving Party with admission documentation to be filled out during training:
    a. Class roster
    b. Attendance and grades form
    c. Satisfaction surveys
    d. Grading Protocol: S for Satisfactory and U for Unsatisfactory. A Satisfactory grade and Continuing Education Certification of Completion will be issued to participants who (a) attend at least 85% of the total number of hours comprising the Program and (b) make at least a 70 in the Program. All others will receive an unsatisfactory grade and no Continuing Education Certificate of Completion.

During Training:

20. Receiving Party will deliver Program to participating students.
21. Receiving Party will be responsible for expenses related to materials and supplies used for student training.
22. Performing Party will observe Trainers and fill out the Trainer Observation form.

At the End of Training:

23. Receiving Party will turn in admission documentation to CE Performing Party:
    a. Class roster graded by Trainers
    b. Attendance and grades forms
    c. Satisfaction surveys
24. Performing Party will issue Certificates of Completion to participants based on the Grading Protocol.
25. Performing Party will submit a Trainer Notice of Employment to HR to compensate Trainer at a rate of $7.29 per hour of instruction.
26. Performing Party will file documentation for auditing purposes: trainer qualifications and admission documentation (see #23 above).

WARRANTIES:

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

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

TERM:

The term of this MOU shall begin on September 1, 2019 and shall end on August 31, 2020 unless sooner terminated in accordance with the terms stated elsewhere in this MOU. The MOU may be renewed by mutual agreement of the parties.

NOTICES:

Except as otherwise specifically provided in this MOU, all notices, consents, approvals, demands, requests or other communications provided for or permitted under this MOU will be in writing and will be deemed to have been duly given or served when delivered by hand delivery, email or fax or deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Receiving Party: School District
Superintendent

To Performing Party: South Texas College
C/O Dr. Shirley A. Reed, President
3201 West Pecan Blvd.
McAllen, Texas 78501

TERMINATION:

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

OTHER PROVISIONS:

Governing Law. This MOU will be construed, interpreted and applied in accordance with, and governed by and enforced under, the laws of the State of Texas.

Entire Agreement. This MOU supersedes all prior agreements and discussions, written or oral, between Performing Party and Receiving Party and constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this MOU.

Loss of Funding. Performance by a party of its duties and obligations under this MOU may be dependent upon the appropriation and allotment of funds by its governing body. If a party's governing body fails to allocate the necessary funds, then the party that loses funding may terminate this MOU without further duty or obligation under this MOU.

Additional Documents: The parties hereto agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this MOU.

Assignment. This MOU is not assignable by either party.

Amendment. No Amendment, modification, or alternation of the terms shall be binding unless the same be in writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties approve the execution of this MOU by a motion duly made, seconded, and adopted by the appropriate governing bodies thereof.

RECEIVING PARTY:

By: _____
Name: _____
Title: Superintendent

PERFORMING PARTY:

By: _____
Name: Dr. Shirley A. Reed
Title: President