SOUTH TEXAS COLLEGE

AWARD PROPOSALS/ PURCHASES/ RENEWALS/ INTERLOCAL AGREEMENT/ CONTRACT MODIFICATION

Supporting Documentation

BOARD OF TRUSTEES MEETING

January 30, 2024

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE

Award Proposals/ Purchases/ Renewals/ Interlocal Agreement/ Contract Modification
Supporting Documentation

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
1. AUDIO VISUAL EQUIPMENT
PROJECT NO. 23-24-1030

NAME			Audio Visual Aids		R.P. Tellone & Company, Inc./dba AVSANT	
ADDRESS			2903 N Flores St		1819 Firman Dr Ste 115	
CITY/STATE/ZIP			San Antonio, TX 78212		Richardson, TX 75081	
PHONE			800-422-1282		844-930-1900	
CONTACT			Ernest Mendez		Patti Rountree	
#	**Qty**	**Description**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
Project #1 Pecan-M (4) Classroom Upgrades						
1	3	Da-Lite electric screen - low voltage motor, 133" diagonal, matte white	$ 2,509.00	$ 7,527.00	$ 2,538.10	$ 7,614.30
2	8	Extron USBC/6 SuperSpeed 5Gbps USB-C Cable 6FT	$ 43.28	$ 346.24	$ 34.80	$ 278.40
3	4	Extron USB-C HD 101 USB-C to HDMI Interface	$ 367.09	$ 1,468.36	$ 348.00	$ 1,392.00
4	4	15ft Ultra flexible HDMI 4K premium cable	$ 87.32	$ 349.28	$ 74.40	$ 297.60
5	4	Portable Ladybug document camera	$ 479.00	$ 1,916.00	$ 565.00	$ 2,260.00
6	4	Furman 15A Power Strip (No Surge Protection), 5 Outlets W/Brac	$ 65.00	$ 260.00	$ 55.29	$ 221.16
7	1	Shipping and Handling			$ 2,503.17	$ 2,503.17
		Project #1 Total Amount Proposed	**$**	**11,866.88**	**$**	**14,566.63**
Project #2 Pecan J-1.702 Cyber Lounge						
1	1	75" 4K Smart Commercial LED Display (Wi-Fi)	$ 1,720.00	$ 1,720.00	$ 2,163.69	$ 2,163.69
2	1	Extra-Large Fusion® Micro-Adjustable Tilt Wall Mount	$ 349.00	$ 349.00	$ 313.80	$ 313.80
3	1	Chief Kontour™ K1D Dynamic Desk Clamp Mount, 1 Monitor	$ 231.00	$ 231.00	$ 209.66	$ 209.66
4	1	IP Link Pro processor	$ 1,199.00	$ 1,199.00	$ 1,490.40	$ 1,490.40
5	1	Eight input HDCP-compliant scaling presentation switcher with DTP extension, 100 watt 70 V mono	$ 2,696.00	$ 2,696.00	$ 3,376.80	$ 3,376.80
6	1	7in Tabletop Touchlink Pro touchpanel, black	$ 1,455.00	$ 1,455.00	$ 1,821.60	$ 1,821.60
7	2	Extron USBC/6 SuperSpeed 5Gbps USB-C Cable 6FT	$ 43.28	$ 86.56	$ 34.80	$ 69.60
8	1	Extron USB-C HD 101 USB-C to HDMI Interface	$ 367.09	$ 367.09	$ 348.00	$ 348.00
9	1	Long Distance DTP receiver for HDMI, 230ft	$ 360.76	$ 360.76	$ 410.40	$ 410.40
10	1	Full rack width, 1RU AAP mounting frame	$ 132.91	$ 132.91	$ 126.00	$ 126.00
11	1	AAP plate with HDMI, VGA, Audio and USB (black)	$ 122.54	$ 122.54	$ 104.40	$ 104.40
12	1	Two AC outlet AAP plate power cable, black	$ 189.87	$ 189.87	$ 180.00	$ 180.00
13	1	Full-Range Flat Field Speakers with Low Profile Enclosure and 70/100 V Transformer, pair	$ 379.75	$ 379.75	$ 360.00	$ 360.00
14	1	1.5ft Ultra flexible HDMI 4K premium cable	$ 37.31	$ 37.31	$ 30.00	$ 30.00
15	1	3ft Ultra flexible HDMI 4K premium cable	$ 44.78	$ 44.78	$ 36.00	$ 36.00

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1. AUDIO VISUAL EQUIPMENT
PROJECT NO. 23-24-1030

NAME			Audio Visual Aids		R.P. Tellone & Company, Inc./dba AVSANT	
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
16	1	6ft Ultra flexible HDMI 4K premium cable	$ 64.18	$ 64.18	$ 51.60	$ 51.60
17	1	12ft Ultra flexible HDMI 4K premium cable	$ 76.06	$ 76.06	$ 64.80	$ 64.80
18	2	15ft Ultra flexible HDMI 4K premium cable	$ 87.32	$ 174.64	$ 74.40	$ 148.80
19	1	6ft VGA M-M micro VGA cable with audio	$ 48.00	$ 48.00	$ 38.40	$ 38.40
20	1	DisplayPort Male to HDMI Female Active Adapter Cable – 6"	$ 91.55	$ 91.55	$ 78.00	$ 78.00
21	1	6ft Stereo mini M-M audio cable	$ 5.97	$ 5.97	$ 4.80	$ 4.80
22	1	Captive screw to stereo mini audio adapter cable	$ 23.88	$ 23.88	$ 19.20	$ 19.20
23	1	20 outlet multi-mount rackmount power strip	$ 140.51	$ 140.51	$ 144.01	$ 144.01
24	2	b. Employs at least 500 persons in this state.		$ -	$ 16.20	$ 32.40
25	1	17.5" deep base for knock down rackshelf	$ 50.46	$ 50.46	$ 44.10	$ 44.10
26	1	4RU knock down rackshelf ears	$ 51.15	$ 51.15	$ 44.70	$ 44.70
27	1	15ft USB3 extension cable	$ 17.22	$ 17.22	$ 14.51	$ 14.51
28	1	10ft USB3 extension cable	$ 13.43	$ 13.43	$ 11.04	$ 11.04
29	1	3ft USB 2.0 A-A cable	$ 3.52	$ 3.52	$ 2.96	$ 2.96
30	1	15ft shielded CAT 6 data cable, black	$ 13.96	$ 13.96	$ 14.51	$ 14.51
31	1	15ft shielded CAT 6 data cable, red	$ 13.94	$ 13.94	$ 14.51	$ 14.51
32	1	15ft shielded CAT 6 data cable, green	$ 13.94	$ 13.94	$ 14.51	$ 14.51
33	1	15ft shielded CAT 6 data cable, grey	$ 13.94	$ 13.94		$ -
34	1	15ft shielded CAT 6 data cable, blue	$ 15.22	$ 15.22		$ -
35	1	75ft Plenum, pre-made shielded Cat5e cable, green	$ 79.10	$ 79.10	$ 68.40	$ 68.40
36	1	75ft Plenum, pre-made shielded Cat5e cable, gray	$ 79.10	$ 79.10	$ 68.40	$ 68.40
37	1	75ft Plenum, pre-made shielded Cat5e cable, yellow	$ 79.10	$ 79.10		
38	1	18AWG Power Cord NEMA 1-15P to C7 (10FT)	$ 10.00	$ 10.00	$ 10.49	$ 10.49
39	1	6ft power extension cord	$ 6.01	$ 6.01	$ 5.24	$ 5.24
40	1	Furman 15A Power Strip (No Surge Protection), 5 Outlets W/Brac	$ 61.19	$ 61.19	$ 55.29	$ 55.29
41	1	Additional Item: 75ft Plenum, pre-made shielded Cat5e cable, black			$ 68.40	$ 68.40
42	1	Shipping and Handling			$ 1,507.43	$ 1,507.43
		Project #2 Total Amount Proposed	**$ 10,517.64**		**$ 13,566.85**	

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1. AUDIO VISUAL EQUIPMENT
PROJECT NO. 23-24-1030

NAME			Audio Visual Aids		R.P. Tellone & Company, Inc./dba AVSANT	
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
Project #3 Pecan T 2.504 Proof of Concept Room						
1	1	98" Edge-lit 4K UHD Smart Commercial LED Display	$ 5,999.00	$ 5,999.00	$ 8,125.53	$ 8,125.53
2	1	Extra-Large Fusion® Micro-Adjustable Tilt Wall Mount	$ 335.00	$ 335.00	$ 313.80	$ 313.80
3	1	Aver HDMI Document Camera	$ 279.75	$ 279.75	$ 231.82	$ 231.82
4	1	DTP HDMI 4K 230 Rx - Long Distance Receiver	$ 360.76	$ 360.76	$ 410.40	$ 410.40
5	1	Full-Range Flat Field Speakers with Low Profile Enclosure and 70/100 V Transformer	$ 379.75	$ 379.75	$ 360.00	$ 360.00
6	1	DTP HDMI 4K 230 Tx - DTP Transmitter for HDMI	$ 360.76	$ 360.76	$ 410.40	$ 410.40
7	1	Comprehensive Cat 6 Snagless Shielded Ethernet Cable (3', Green)	$ 5.42	$ 5.42	$ 5.72	$ 5.72
8	1	75ft Plenum, pre-made shielded Cat5e cable, green	$ 79.10	$ 79.10	$ 68.40	$ 68.40
9	1	75ft Plenum, pre-made shielded Cat5e cable, orange	$ 79.10	$ 79.10		
10	1	75ft Plenum, pre-made shielded Cat5e cable, yellow	$ 79.10	$ 79.10		
11	2	HDMI Ultra Series - 3' (90 cm) 4K Premium	$ 44.78	$ 89.56	$ 36.00	$ 72.00
12	6	HDMI Ultra Series - 15' (4.5 m) 4K Premium	$ 87.32	$ 523.92	$ 74.40	$ 446.40
13	2	DisplayPort Male to HDMI Female Active Adapter Cable – 6"	$ 91.55	$ 183.10	$ 78.00	$ 156.00
14	1	HDMI Female to DVI-D Male Adapter	$ 35.82	$ 35.82	$ 28.80	$ 28.80
15	3	3.5 mm Male to Male Stereo Audio Cables	$ 7.46	$ 22.38	$ 6.00	$ 18.00
16	3	10ft USB3 extension cable	$ 13.43	$ 40.29	$ 11.04	$ 33.12
17	1	Xcellon 10-Port Powered USB 3.0 Slim Aluminum Hub with 3 Dual Data/Charging Ports	$ 84.51	$ 84.51	$ 62.99	$ 62.99
18	1	USB-C to HDMI Interface	$ 367.09	$ 367.09	$ 348.00	$ 348.00
19	2	USB-C, 6' (1.8 m) cable	$ 43.28	$ 86.56	$ 34.80	$ 69.60
20	1	18AWG Power Cord NEMA 1-15P to C7 (10FT)	$ 10.00	$ 10.00	$ 10.49	$ 10.49
21	1	Additional Item:75ft Plenum, pre-made shielded Cat5e cable, black			$ 136.80	$ 136.80
22	1	Shipping and Handling			$ 1,404.68	$ 1,404.68
		Project #3 Total Amount Proposed	**$ 9,400.97**		**$ 12,712.95**	
TOTAL AMOUNT PROPOSED			$ 31,785.49		$ 40,846.43	
TOTAL EVALUATION POINTS			98		82.87	
RANKING			1		2	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
1. AUDIO VISUAL EQUIPMENT
PROJECT NO. 23-24-1030
EVALUATION SUMMARY

	VENDOR	Audio Visual Aids		R.P. Tellone & Company, Inc.,/dba AVSANT	
	ADDRESS	2903 N Flores St		1819 Firman Dr Ste 115	
	CITY/STATE/ZIP	San Antonio, TX 78212		Richardson, TX 75081	
	PHONE	800-422-1282		844-930-1900	
	CONTACT	Ernest Mendez		Patti Rountree	
1	The purchase price. (up to 47 points)	47	47	36.62	36.62
		47		36.62	
		47		36.62	
		47		36.62	
2	The reputation of the vendor and the vendor's goods or services. (up to 10 points)	10	9.75	9	7.75
		10		7	
		10		7	
		9		8	
3	The quality of the vendor's goods or services. (up to 16 points)	16	15.75	16	15
		16		13	
		16		16	
		15		15	
4	The extent to which the vendor's goods or services meet the College's needs. (up to 18 points)	17	17.5	17	16.5
		18		14	
		18		18	
		17		17	
5	The vendor's past relationship with the College. (up to 3 points)	3	3	2	2
		3		2	
		3		2	
		3		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	
		0		0	
		0		0	
7	For a contract for goods and services other goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state or b. Employs at least 500 persons in this state. (up to 5 points)	5	5	5	5
		5		5	
		5		5	
		5		5	
TOTAL EVALUATION POINTS		98		82.87	
RANKING		1		2	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE

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1. PROPOSAL CRITERIA - PRODUCT ONLY

		Product Only		
		Points	Score Key	
1	**Criterion 1: The purchase price** a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	47		
2	**Criterion 2: The reputation of the vendor and of the vendor's goods or services** a. Number of Years in Business b. References (similar projects)	10	8-10 5-7 2-4 0-1	Excellent Acceptable Marginal Poor/No Response
3	**Criterion 3: The quality of the vendor's goods or service** a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	14-16 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
4	**Criterion 4: The extent to which the goods or services meet the district's needs** a. Delivery Time Frame of product(s) b. Meet or exceed the specifications	18	14-18 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
5	**Criterion 5: The vendor's past relationship with the district** a. Quality of Past Performances with STC ****New Vendors will receive two points	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6	**Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses** a. Provided the Certification	1	1 0	Yes No
7	**Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services** a. Annual Maintenance Cost b. Annual Escalation Increase			Up to 5 points will be used from the purchase price if applicable
8	**Criterion 8: For a contract for goods and services, other that goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:** a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0	Yes No
9	**Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:** a. Financial Standing b. Potential or Pending Sale of Business c. Trade-In of outdated equipment			Up to 5 points will be used from the purchase price if applicable
	Total Points	100		

Definitions of evaluation terms:

Excellent - respondent provided information which fully addressed or exceeded the requirements
Acceptable - respondent provided information which addressed most but not all of the requirements
Marginal - respondent provided minimal information on requirements
Poor/No response - respondent provided inadequate responses to requirements or did not respond

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
2. AUDIO VISUAL EQUIPMENT AND INSTALLATION
PROJECT NO. 23-24-1031

VENDOR		Audio Visual Aids	Network Cabling Services, Inc.
ADDRESS		2903 N Flores St	12626 Fuqua St
CITY/STATE/ZIP		San Antonio, TX 78212	Houston, TX 77034
PHONE		800-422-1282	281-484-1777
FAX			281-484-1776
CONTACT		Ernest Mendez	Richard Walters
#	**Description**	**Proposed**	**Proposed**
1	Audio Visual Equipment and Installation	$ 242,403.99	$ 269,571.00
TOTAL PROPOSAL AMOUNT		$ 242,403.99	$ 269,571.00
TOTAL EVALUATION POINTS		97.5	88.51
RANKING		1	2

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
2. AUDIO VISUAL EQUIPMENT AND INSTALLATION
PROJECT NO. 23-24-1031
EVALUATION SUMMARY

	VENDOR	Audio Visual Aids		Network Cabling Services, Inc.	
	ADDRESS	2903 N Flores St		12626 Fuqua St	
	CITY/STATE/ZIP	San Antonio, TX 78212		Houston, TX 77034	
	PHONE	800-422-1282		281-484-1777	
	FAX			281-484-1776	
	CONTACT	Ernest Mendez		Richard Walters	
1	The purchase price. (up to 42 points)	42	42	37.76	37.76
		42		37.76	
		42		37.76	
		42		37.76	
2	The reputation of the vendor and the vendor's goods or services. (up to 15 points)	14	14.5	13	12.75
		15		12	
		15		13	
		14		13	
3	The quality of the vendor's goods or services. (up to 14 points)	13	13.75	13	13.5
		14		14	
		14		13	
		14		14	
4	The extent to which the goods or services meet the district's needs. (up to 20 points)	19	19.25	16	17.5
		20		20	
		19		16	
		19		18	
5	The vendor's past relationship with the district. (up to 3 points)	3	3	2	2
		3		2	
		3		2	
		3		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	
		0		0	
		0		0	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner. (up to 5 point)	5	5	5	5
		5		5	
		5		5	
		5		5	
	TOTAL EVALUATION POINTS	97.5		88.51	
	RANKING	1		2	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
2. PROPOSAL CRITERIA - PRODUCT AND SERVICE

		Product and Service		
		Points	Score Key	
1	**Criterion 1: The purchase price** a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	45		
2	**Criterion 2: The reputation of the vendor and of the vendor's goods or services** a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	15	13-15 8-12 3-7 0-2	Excellent Acceptable Marginal Poor/No Response
3	**Criterion 3: The quality of the vendor's goods or service** a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	13-16 8-12 3-7 0-2	Excellent Acceptable Marginal Poor/No Response
4	**Criterion 4: The extent to which the goods or services meet the district's needs** a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	20	16-20 11-15 6-10 0-5	Excellent Acceptable Marginal Poor/No Response
5	**Criterion 5: The vendor's past relationship with the district** a. Quality of Past Performances with STC ****New Vendors will receive two points	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6	**Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses** a. Provided the Certification	1	1 0	Yes No
7	**Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and** a. Annual Escalation Increase b. Annual Maintenance Cost			Up to 5 points will be used from the purchase price if applicable
8	**Criterion 8: Any other relevant factor specifically listed in the request for bids or proposals** a. Financial Standing b. Potential or Pending Sale of Business b. Employs at least 500 persons in this state. d. Red Flag Rules e. Gramm-Leach-Bliley Act			Up to 5 points will be used from the purchase price if applicable
	Total Points	100		

Definitions of evaluation terms:

Excellent - respondent provided information which fully addressed or exceeded the requirements
Acceptable - respondent provided information which addressed most but not all of the requirements
Marginal - respondent provided minimal information on requirements
Poor/No response - respondent provided inadequate responses to requirements or did not respond

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
3. CARPET AND FLOORING SERVICES
PROJECT NO. 23-24-1016

NAME		Diaz Floors & Interiors, Inc.	Ontiveros Floor Covering, LLC.
ADDRESS		1205 W Polk	1211 S Alamo Rd
CITY/STATE/ZIP		Pharr, TX 78577	Alamo, TX 78516
PHONE		956-787-0056	956-961-4631
FAX			956-961-4632
CONTACT		Andres Diaz, Sr.	Gregory Ontiveros
#	**Description**	**Proposed**	**Proposed**
1	Move and Replace Furniture	$100.00 per person (7 hour shift)	$2.00 - $5.00 / sq. yd. Hourly unit rate can not be used for this
2	Floor Preparation for Carpet	$1.00 - $2.00 / sq. yd. or sf. (minor to medium floor prep)	$0.15 - $0.20 / sq. yd. Unit pricing reflects price for regular floor patching only. No self-leveling.
3	Carpet Installation Services	$10.00 - $12.00 / sq. yd. (100 sy or less at $12.00 sy over 100 sy at $10.00 sy)	$5.00 - $10.00 / sq. yd. (Units where corrected to reflect pricing per sf)
4	Floor Preparation for LVT	$1.00 - $2.00 / sq. yd. (minor to medium floor prep)	$1.25 - $2.00 / sq. ft.
5	LVT Installation Services	$1.00 / sq. yd.	$2.00 - $3.00 / sq. ft.
6	Wall Base Installation	$1.00 / sq. yd.	$1.00 - $2.00 / linear ft.
7	Materials Markup (percentage from wholesale rate)	20%	15 - 20%
8	Pricing Assumptions	The unit price for the floor preparation depends on the state of the floor prior to the flooring installation. It can be from minor to medium. Carpet: 100 sy or less at $12.00 sy. 101 or more at $10.00 sy	Unit pricing provided above are only for quantities of 500 sq. ft. / 55 sq. yd. or more. Any quantiles below 500 sq. ft. / 55 sq. yd. may or may not be a higher price range.
Escalation			
9	Price Escalation 2nd Year	8 - 15%	3 - 5%
10	Price Escalation 3rd Year	8 - 15%	3 - 5%

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

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
4. ONE TON DUALLY DIESEL PICKUP TRUCK
PROJECT NO. 23-24-1032

NAME			Bert Ogden Buick GMC		Chastang Enterprises - Houston, LLC.		Ed Payne Motors, LLP.		Sames McAllen Ford	
ADDRESS			4216 S Expway 281		6200 N Loop East		2101 E Expway 83		1400 E Hwy 83	
CITY/STATE/ZIP			Edinburg, TX 78542		Houston, TX 77026		Weslaco, TX 78596		McAllen, TX 78501	
PHONE			956-833-4810		713-678-5000		956-577-8888		956-686-7411	
FAX					713-678-5001		956-832-5614			
CONTACT			Jorge Fuentes		Cody Delaney		Ciro Torres, Jr.		Raul Gonzalez	
#	**Qty**	**Description**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
1	1	One Ton Dually Diesel Pickup Truck	$ 67,729.99	$ 67,729.99	$ 64,995.00	$ 64,995.00	$ 77,525.00	$ 77,525.00	$ 64,000.00	$ 64,000.00
2	1	Option: Enclosed Camper Shell	$ 2,734.00	$ 2,734.00		$ -	$ 7,200.00	$ 7,200.00		$ -
3	1	Option: Slide-Out Tray	$ 1,960.00	$ 1,960.00		$ -	$ 1,937.50	$ 1,937.50		$ -
4	1	Delivery Charges		$ -	$ 500.00	$ 500.00		$ -		$ -
5	1	List Any Other Applicable Charges:					$199.45 Applicable Fees			
6	1	Number of Days for Delivery Upon Placement of Order	1 Day		120 - 140 Days		Truck - Immediately Accessories - 90 Days		60 - 90 Days	
TOTAL AMOUNT PROPOSED			$ 67,729.99		$ 65,495.00		$ 77,525.00		$ 64,000.00	
TOTAL EVALUATION POINTS			94.41		93.67		89.45		97.5	
RANKING			2		3		4		1	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
4. ONE TON DUALLY DIESEL PICKUP TRUCK
PROJECT NO. 23-24-1032
EVALUATION SUMMARY

	VENDOR	Bert Ogden Buick GMC		Chastang Enterprises - Houston, LLC.		Ed Payne Motors, LLP.		Sames McAllen Ford	
	ADDRESS	4216 S Expway 281		6200 N Loop East		2101 E Expway 83		1400 E Hwy 83	
	CITY/STATE/ZIP	Edinburg, TX 78542		Houston, TX 77026		Weslaco, TX 78596		McAllen, TX 78501	
	PHONE	956-833-4810		713-678-5000		956-577-8888		956-686-7411	
	FAX			713-678-5001		956-832-5614			
	CONTACT	Jorge Fuentes		Cody Delaney		Ciro Torres, Jr.		Raul Gonzalez	
1	The purchase price (up to 47 points)	44.41	44.41	45.92	45.92	38.7	38.7	47	47
		44.41		45.92		38.7		47	
		44.41		45.92		38.7		47	
		44.41		45.92		38.7		47	
2	The reputation of the vendor and of the vendor's goods or services. (up to 10 points)	9	8.5	8	8.5	10	9.75	10	10
		9		9		10		10	
		8		8		9		10	
		8		9		10		10	
3	The quality of vendor's goods or services. (up to 16 points)	16	15.5	15	15.25	15	15	15	15.5
		16		16		15		16	
		15		15		15		16	
		15		15		15		15	
4	The extent to which the goods or services meet the districts needs. (up to 18 points)	18	18	16	16	18	18	17	17
		18		16		18		17	
		18		16		18		17	
		18		16		18		17	
5	The Vendor's past relationship with the district. (up to 3 points)	3	3	2	2	3	3	3	3
		3		2		3		3	
		3		2		3		3	
		3		2		3		3	
6	The impact on the ability of the district to comply with laws relating to historically underutilized businesses. (up to 1 point)	0	0	1	1	0	0	0	0
		0		1		0		0	
		0		1		0		0	
		0		1		0		0	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state. (up to 5 points)	5	5	5	5	5	5	5	5
		5		5		5		5	
		5		5		5		5	
		5		5		5		5	
	TOTAL EVALUATION POINTS	94.41		93.67		89.45		97.5	
	RANKING	2		3		4		1	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
4. PROPOSAL CRITERIA - PRODUCT ONLY

	Product Only		
	Points	Score Key	
1 **Criterion 1: The purchase price** a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	47		
2 **Criterion 2: The reputation of the vendor and of the vendor's goods or services** a. Number of Years in Business b. References (similar projects)	10	8-10 5-7 2-4 0-1	Excellent Acceptable Marginal Poor/No Response
3 **Criterion 3: The quality of the vendor's goods or service** a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	14-16 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
4 **Criterion 4: The extent to which the goods or services meet the district's needs** a. Delivery Time Frame of product(s) b. Meet or exceed the specifications	18	14-18 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
5 **Criterion 5: The vendor's past relationship with the district** a. Quality of Past Performances with STC ****New Vendors will receive two points	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6 **Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses** a. Provided the Certification	1	1 0	Yes No
7 **Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services** a. Annual Maintenance Cost b. Annual Escalation Increase			Up to 5 points will be used from the purchase price if applicable
8 **Criterion 8: For a contract for goods and services, other that goods and services related to telecommunications and information materials, whether the vendor or the vendor's ulitmate parent company or majority owner:** a. Has its place of business in this state; or b. Employs at least 500 personsin this state.	5	5 0	Yes No
9 **Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:** a. Financial Standing b. Potential or Pending Sale of Business c. Trade-In of outdated equipment			Up to 5 points will be used from the purchase price if applicable
Total Points	100		

Definitions of evaluation terms:

Excellent - respondent provided information which fully addressed or exceeded the requirements
Acceptable - respondent provided information which addressed most but not all of the requirements
Marginal - respondent provided minimal information on requirements
Poor/No response - respondent provided inadequate responses to requirements or did not respond

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
5. PRINTING OF STATIONERY
PROJECT NO. 23-24-1029

					Secondary		Primary	
NAME			FedEx Office and Print Services, Inc.		Slate Group		UBEO, LLC./dba Copy Zone	
ADDRESS			7900 Legacy Dr		6024 45th St		3701 N Bicentennial Blvd Ste 100	
CITY/STATE/ZIP			Plano, TX 75024		Lubbock, TX 79407		McAllen, TX 78501	
PHONE			469-980-3000		806-794-7752		956-668-9600	
FAX					806-798-8190		956-668-7818	
CONTACT			Aimee DiCicco		Lorenzo Salazar		Pily Stevens	
#	**Qty**	**Description**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Unit Price**	**Extension**
1	200	Letterhead - Reams	Custom Bid		$ 158.00	$ 31,600.00	$ 120.04	$ 24,008.00
2	200	Envelopes - Boxes	Custom Bid		$ 283.83	$ 56,766.00	$ 118.74	$ 23,748.00
3	100	Second Sheets - Reams	Custom Bid		$ 54.35	$ 5,435.00	$ 49.05	$ 4,905.00
4	10	Business Cards - Style 1	Custom Bid		$ 769.75	$ 7,697.50	$ 330.53	$ 3,305.30
5	400	Business Cards - Style 2	Custom Bid		$ 509.79	$ 203,916.00	$ 128.77	$ 51,508.00
6	400	Business Cards - Style 3	Custom Bid		$ 129.82	$ 51,928.00	$ 33.59	$ 13,436.00
Escalation								
7	Escalation Year 2:				5%		5%	
8	Escalation Year 3:				5%		5%	
TOTAL AMOUNT PROPOSED					$ 357,342.50		$ 120,910.30	
RANKING			****		67.51		94	
TOTAL EVALUATION POINTS			****		2		1	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.
****The vendor did not provide the requested information, therefore not considered.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
5. PRINTING OF STATIONERY
PROJECT NO. 23-24-1029
EVALUATION SUMMARY

VENDOR		Slate Group		UBEO, LLC./dba Copy Zone	
ADDRESS		6024 45th St		3701 N Bicentennial Blvd Ste 100	
CITY/STATE/ZIP		Lubbock, TX 79407		McAllen, TX 78501	
PHONE		806-794-7752		956-668-9600	
FAX		806-798-8190		956-668-7818	
CONTACT		Lorenzo Salazar		Pily Stevens	
1	The purchase price. (up to 37 points)	12.52	12.52	37	37
		12.52		37	
		12.52		37	
2	The reputation of the vendor and the vendor's goods or services. (up to 18 points)	17	16.33	17	17
		16		17	
		16		17	
3	The quality of the vendor's goods or services. (up to 16 points)	15	14.33	15	15
		14		15	
		14		15	
4	The extent to which the vendor's goods or services meet the College's needs. (up to 15 points)	14	13.33	14	14
		13		14	
		13		14	
5	The vendor's past relationship with the College. (up to 3 points)	3	3	3	3
		3		3	
		3		3	
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	
		0		0	
7	The total long-term cost to the College to acquire the vendor's goods or services. (up to 5 points)	3	3	3	3
		3		3	
		3		3	
8	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. Has its place of business in this state; or b. Employs at least 500 persons in this state. (up to 5 points)	5	5	5	5
		5		5	
		5		5	
TOTAL EVALUATION POINTS		67.51		94	
RANKING		2		1	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
5. PROPOSAL CRITERIA - PRODUCT AND SERVICE

		Product and Service		
		Points	Score Key	
1	**Criterion 1: The purchase price** a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	42		
2	**Criterion 2: The reputation of the vendor and of the vendor's goods or services** a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	15	13-15 8-12 3-7 0-2	Excellent Acceptable Marginal Poor/No Response
3	**Criterion 3: The quality of the vendor's goods or service** a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	14	13-14 9-12 3-8 0-2	Excellent Acceptable Marginal Poor/No Response
4	**Criterion 4: The extent to which the goods or services meet the district's needs** a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	20	16-20 11-15 6-10 0-5	Excellent Acceptable Marginal Poor/No Response
5	**Criterion 5: The vendor's past relationship with the district** a. Quality of Past Performances with STC ******New Vendors will receive two points**	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6	**Criterion 6: The impact on the ability of the district to comply with laws and rule relating to historically underutilized businesses** a. Provided the Certification	1	1 0	Yes No
7	**Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and** a. Annual Escalation Increase b. Annual Maintenance Cost			Up to 5 points will be used from the purchase price if applicable
8	**Criterion 8: For a contract for goods and services, other that goods and services related to telecommunications and information materials, whether the vendor or the vendor's ulitmate parent company or majority owner:** a. Has its place of business in this state; or b. Employs at least 500 personsin this state.	5	5 0	Yes No
9	**Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals** a. Financial Standing b. Potential or Pending Sale of Business c . SAS 70 d. Red Flag Rules e. Gramm-Leach-Bliley Act			Up to 5 points will be used from the purchase price if applicable
	Total Points	100		

Definitions of evaluation terms:

Excellent - respondent provided information which fully addressed or exceeded the requirements
Acceptable - respondent provided information which addressed most but not all of the requirements
Marginal - respondent provided minimal information on requirements
Poor/No response - respondent provided inadequate responses to requirements or did not respond

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
6. COMPREHENSIVE ONLINE DATABASE SUBSCRIPTION

NAME	GlobalData Publications, Inc.
ADDRESS	441 Lexington Ave 3rd Fl
CITY/STATE/ZIP	New York, NY 10017
EMAIL	laura.stanham@globaldata.com
CONTACT	Laura Stanham

#	Qty	Description	Unit Price	Extension
1	1	Academic License Web Subscription Period: 10/1/23 - 9/30/24	$ 15,000.00	$ 15,000.00
2	1	Academic License Web Subscription Period: 10/1/24 - 9/30/25	$ 15,000.00	$ 15,000.00
3	1	Academic License Web Subscription Period: 10/1/25 - 9/30/26	$ 15,000.00	$ 15,000.00
4	1	Academic License Web Subscription Period: 10/1/26 - 9/30/27	$ 15,450.00	$ 15,450.00
5	1	Academic License Web Subscription Period: 10/1/27 - 9/30/28	$ 15,913.50	$ 15,913.50
TOTAL AMOUNT			$	76,363.50

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
7. ONLINE PREP STUDY GUIDES AND QUESTIONS

NAME	UWorld, LLC.
ADDRESS	9111 Cypress Waters Blvd Ste 300
CITY/STATE/ZIP	Coppell, TX 75019
PHONE	972-887-3293
FAX	972-887-3296
CONTACT	Kelli Chenkovich

#	Qty	Description	Unit Price	Extension
1	1	Online Prep Study Guides and Questions Period: 9/1/23 - 8/31/24	$ 70,000.00	$ 70,000.00
TOTAL AMOUNT			$ 70,000.00	

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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

January 30, 2024

Valley View Consulting, LLC.
Attn: Mr. Richard G. Long, Jr.
2428 Carters Mill Rd
Huddleston, VA 24104

Dear Mr. Long:

On February 14, 2023, South Texas College awarded a contract to Valley View Consulting, LLC. for investment advisory services. The award allowed for two additional 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 term of the contract and would like to renew for an additional one-year period. The first renewal period will be from April 1, 2024 through March 31, 2025.

We request 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 you accept this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Billy Langley at wlangle@southtexascollege.edu.

Sincerely,

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through March 31, 2025 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: _____

Name Printed: _____

Date: _____

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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

January 30, 2024

Gateway Printing & Office Supply, Inc.
Attn: Mr. Butch Shook
14803 Bulverde Rd
San Antonio, TX 78247

Dear Mr. Shook:

On February 22, 2022, South Texas College awarded a contract to Gateway Printing & Office Supply, Inc. for Moving Services. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are in the last few months of the last year of the contract and would like to renew for an additional one-year period. The last renewal period will be from March 1, 2024 through February 28, 2025.

We request 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 you accept this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Billy Langley at wlangle@southtexascollege.edu.

Sincerely,

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through February 28, 2025, with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: _____

Name Printed: _____

Date: _____

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

January 30, 2024

Groves Moving & Storage
Attn: Ms. Regina Almond
1200 E Laurel Ave
McAllen, TX 78501

Dear Ms. Almond:

On February 22, 2022, South Texas College awarded a contract to Groves Moving & Storage for Moving Services. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are in the last few months of the last year of the contract and would like to renew for an additional one-year period. The last renewal period will be from March 1, 2024 through February 28, 2025.

We request 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 you accept this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Billy Langley at wlangle@southtexascollege.edu.

Sincerely,

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through February 28, 2025, with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: _____

Name Printed: _____

Date: _____

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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

January 30, 2024

BridgeNet Communications
Attn: Mr. Marco Ramirez
1314 Stites Rd
Donna, TX 78537

Dear Mr. Ramirez:

On February 22, 2022, South Texas College awarded a contract to Communications for Network Cabling and Equipment Installation 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 second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from March 27, 2024 through March 26, 2025 with a 5% escalation.

We request 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 you accept this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Billy Langley at wlangle@southtexascollege.edu.

Sincerely,

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through March 26, 2025 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: _____

Name Printed: _____

Date: _____

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

January 30, 2024

Telepro Communications
Attn: Mr. Daniel Backhaus
12005 North Bryan Road
Mission, TX 78573

Dear Mr. Backhaus:

On February 22, 2022, South Texas College awarded a contract to Telepro Communications for Network Cabling and Equipment Installation 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 second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from March 27, 2024 through March 26, 2025 with a 20% escalation.

We request 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 you accept this extension, you may sign where indicated. The letter may be returned via fax at (956) 872-4688 or email to Billy Langley at wlangle@southtexascollege.edu.

Sincerely,

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through March 26, 2025 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature: _____

Name Printed: _____

Date: _____

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
11. INTERNET SERVICES AGREEMENT - TYLER JUNIOR COLLEGE

VENDOR	Spectrum Enterprise through the Texas Department of Information Resources (DIR)
ADDRESS	P O Box 13564
CITY/STATE/ZIP	Austin, TX 78744
PHONE	877-472-4848
CONTACT	John Batiste

#	Qty	Description	Unit Price	Extension
1	12	Internet Services From: Pecan Campus to Tyler Junior College Period: 4/1/24 - 3/31/25	$ 1,848.00	$ 22,176.00
2	12	Internet Services From: Tyler Junior College to Pecan Campus Period: 4/1/24 - 3/31/25	$ 1,848.00	$ 22,176.00
TOTAL AMOUNT			$	44,352.00

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SOUTH TEXAS COLLEGE

SOUTH TEXAS COLLEGE
12. RED HAT LICENSES MAINTENANCE AND SUPPORT AGREEMENT

NAME	Netsync Network Solutions
ADDRESS	2500 W Loop S Ste 410/510
CITY/STATE/ZIP	Houston, TX 77027
PHONE	713-218-5000
CONTACT	Xavier A. Trevino

#	Qty	Description	Unit Price	Extension
1	1	Red Hat Enterprise Linux Academic Site Subscription with Smart Management + Satellite Premium Qty: 1,795 Licenses Period: 2/10/24 - 2/9/25	$ 71,746.15	$ 71,746.15
TOTAL AMOUNT			$ 71,746.15	

13

INTERLOCAL AGREEMENT FOR USE OF CITY VEHICLE

THIS AGREEMENT is entered into by and between the CITY OF McALLEN, Texas, a home-rule municipal corporation situated in Hidalgo County, Texas, hereinafter called "City," and SOUTH TEXAS COLLEGE, a public institution of higher education, hereinafter referred to as "STC."

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract or agree with another to perform governmental functions and services under the terms of the Interlocal Cooperation Act; and

WHEREAS, City will collaborate with STC to make the most efficient use of their resources for necessary training, networking, and educational/professional development as stated herein in the most practicable and efficient manner possible by allowing the use of a certain City vehicle for an educational purpose; and

WHEREAS, each party paying for the performance of governmental functions or services, if any, from current revenues available to each party; and

WHEREAS, City and STC mutually desire to enter into and be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1. Term. City hereby permits, at no cost, full use of the vehicle described below ("Vehicle") to STC for a term beginning on May 01, 2022 and ending on August 01, 2023.

2011 Gillig 35' Low Floor, Unit #80. VIN: 15GGB271XB1176487, TX. Lic. # 107-0165

2. Vehicle. The Vehicle shall remain in the exclusive possession, control and use of STC during the term of this Agreement.

3. Purpose. STC shall use the Vehicle exclusively in connection with the education and training of individuals enrolled in STC's Commercial Truck License Institute – Bus Driving with Passenger Endorsement.

4. Termination. Either party may terminate this Agreement prior to the end of the Term for any reason or no reason by giving at least five (5) days advance written notice to the other party of the intention to terminate. Notwithstanding the foregoing, if a Commercial Truck License Institute – Bus Driving with Passenger Endorsement training course is in session during the time the notice of termination is issued, termination under this paragraph shall become effective only upon the

completion of the training course. If STC is in default of any provision of this Agreement, then City may terminate this Agreement immediately.

*5. **Possession and Return**.* STC shall be entitled to possession of the Vehicle on the first day of the Term. At the expiration of the Term, STC shall surrender the Vehicle to City by delivering the Vehicle to City or the City's agent in the same condition and working order, ordinary wear and tear excepted, as it was when STC took possession of the Vehicle. The Vehicle is and shall remain the exclusive property of the City. It is understood and agreed by City and STC that this Agreement does not convey title or ownership of the Vehicle to STC.

*6. **Use**.* STC shall, at all times during the Term, use the Vehicle in a careful and proper manner and comply with all laws, rules, ordinances, statutes and orders regarding the use, maintenance, and storage of the Vehicle. All operators of the Vehicle must be STC program instructors or students currently enrolled in the program.

*7. **Condition**.* STC or its agent shall inspect the Vehicle upon taking possession and acknowledge that the Vehicle is in good and acceptable condition subject to any visible damage or defects which shall be noted by STC.

*8. **Maintenance**.* STC shall, at its sole cost and expense, keep and maintain the Vehicle clean and in good working order during the Term. STC shall pay all operating and routine maintenance expenses, including the cost of fuel, incurred in connection with the operation of the Vehicle during the Term.

*9. **Insurance**.* STC shall be responsible for maintaining insurance on the Vehicle with losses payable against fire, theft, collision, and other such risks as are appropriate and specified by the City. STC shall provide proof of such insurance upon request by the City.

*10. **Indemnification.*** To the extent allowed by law, STC shall indemnify and hold harmless the City and its officers, agents, elected officials and employees, individually and collectively from any and all claims and demands by third parties, including, without limitations, employees and agents of STC arising from STC's possession or use of the vehicle. In any such indemnity, STC may assert the City's existing immunity from suit or limitation on liability as against any of such third-party claims against the City.

*11. **Protection of Title**.* STC shall keep the Vehicle free and clear of any liens or other encumbrances and shall not permit any act where the Lender's title or rights may be negatively affected. STC shall be responsible for complying with and conforming to all laws and regulations relating to the possession, use or maintenance of the Vehicle.

*12. **Quiet Enjoyment**.* The City represents and warrants that it has the right to grant the use of the Vehicle as provided in this Agreement, that STC shall be entitled to quietly hold and possess the Vehicle and that the City will not interfere with that right as long as STC complies with and performs all obligations under this Agreement.

13. Sovereign Immunity: This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either party.

14. Survival of Terms: The terms and conditions of this Agreement that by their nature require performance by either party after the termination shall be and remain enforceable after such termination for any reason whatsoever.

15. Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

16. Independent Contractor: In providing any goods or performing any services under the Agreement, the parties are, and undertake performance thereof, as independent contractors with sole responsibility for their own debts, obligations, acts, and omissions as well as for all persons employed in connection with the Agreement. Neither party shall have any authority to act for or on behalf of the other party except as may be expressly provided for in the Agreement.

17. No Assignment or Delegation without Consent: Neither party may assign or subcontract its rights, duties or obligations under the Agreement without the prior written approval of the other party and any attempt to do so shall be a breach of this Agreement and void.

18. Entire Agreement: The Agreement, and each of its provisions, shall inure to the benefit of, be binding upon, and be enforceable against each party hereto and their respective permitted successors, assigns, transferees and delegates and, unless otherwise expressly provided for herein, shall not be subsequently waived, amended, modified or altered except by mutual written agreement signed by each party's authorized agent.

19. Severability; No Implied Waiver: If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond the contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

20. No Third-Party Beneficiaries: The Agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the authorized representatives of the parties have caused this Agreement to be executed.

CITY OF McALLEN

By _____
Roel "Roy" Rodriguez, P.E.
City Manager

SOUTH TEXAS COLLEGE

_____
Dr. Ricardo J. Solis, President

Approved as form:

_____
Evaristo Garcia, Jr.
Asst. City Attorney

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FIRST MODIFICATION OF AGREEMENT FOR CAMPUS DINING AND/OR FOOD TRUCK SERVICES

This **First Modification of Agreement for Campus Dining and/or Food Truck Services** ("Modification") is made and entered into this 10th day of January, 2024 by and between **South Texas College**, hereinafter called the "COLLEGE," and Laredo Comidas, LLC, a Texas limited liability company, dba Taco Palenque, hereinafter called the "CONTRACTOR." The COLLEGE and the CONTRACTOR are sometimes referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, on or about September 1, 2022, the COLLEGE and the CONTRACTOR entered into an Agreement for Campus Dining and/or Food Truck Services ("Agreement") pursuant to which the CONTRACTOR agrees to provide certain services to the COLLEGE during the Term of the Agreement and at locations on the COLLEGE as more fully described therein; and,

WHEREAS, the COLLEGE has requested and the CONTRACTOR has agreed to provide services of the type described in the Agreement to other Campus locations; and,

WHEREAS, it is in the mutual best interests of the Parties to modify the Agreement to reflect the additional location at which the services shall be provided.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby mutually acknowledged by the COLLEGE and the CONTRACTOR, each hereby agrees as follows:

1. Section 3 of the Agreement under "RECITALS" is hereby deleted in its entirety and replaced by the following:

The COLLEGE desires to provide food and beverage services to the students, faculty, staff and visitors to the portions of the Campus located at: i) 3201 W. Pecan Blvd., Building U; McAllen, Texas 78501 and ii) the Starr County Campus, Student Activities Center, Building H Cafeteria, 142 FM 3167; Rio Grande City, TX 78582 (hereinafter collectively referred to as the "Pecan Campus"); and

2. Except as modified hereby, all terms and conditions set forth in the Agreement shall be unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Modification on the day and year first above written.

(COLLEGE)
South Texas College

_____
Dr. Ricardo J. Solis
President

(CONTRACTOR)
Laredo Comidas, LLC, dba Taco Palenque

_____