

**South Texas College**  
**Board of Trustees**  
**Finance, Audit, and Human Resources Committee**  
**Student Union Building, 2nd Floor**  
**Pecan Campus, McAllen, Texas**  
**Tuesday, January 18, 2022 @ 5:30 p.m.**

**Agenda**

“At anytime during the course of this meeting, the Board of Trustees may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the Board of Trustees under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at anytime during the course of this meeting, the Board of Trustees may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

- I. Approval of December 7, 2021 Finance, Audit, and Human Resources Committee Minutes..... 1-9
- II. Discussion and Action as Necessary on Second Revision of the Interlocal Agreement for the Jag Express Intercampus Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for Fiscal Year 2021 – 2022..... 10-19
- III. Review and Action as Necessary on Award of Proposals, Rejection of Proposal, Purchases, and Renewals.....20-56
- IV. Presentation and Action as Necessary Regarding Acceptance of South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2021 .....57-69
- V. Discussion and Action as Necessary on Ratification of COVID-19 Testing Services Agreement ..... 70

**This page intentionally left blank**

**Approval of December 7, 2021 Finance, Audit, and Human Resources Committee  
Minutes**

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of December 7, 2021 are presented for Committee approval.

**South Texas College  
Board of Trustees  
Finance, Audit, and Human Resources Committee  
Ann Richards Administration Building Board Room  
Pecan Campus, McAllen, Texas  
Tuesday, December 7, 2021 @ 5:30 p.m.**

**Minutes**

The Finance, Audit, and Human Resources Committee Meeting was held on Tuesday, December 7, 2021 in the Ann Richards Administration Building Board Room at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:39 p.m. with Mr. Rene Guajardo presiding.

Members present: Mr. Rene Guajardo, Dr. Alejo Salinas, Jr., and Mr. Paul R. Rodriguez

Other Trustees Present: Ms. Rose Benavidez, Mr. Gary Gurwitz, and Mr. Danny Guzman

Members absent: None

Also present: Dr. Ricardo J. Solis, Hon. Javier Villalobos, Mrs. Mary Elizondo, Dr. Anahid Petrosian, Mrs. Rebecca Cavazos, Ms. Katarina Bugariu, Ms. Olivia De La Rosa, Dr. Jesus Campos, Ms. Alicia Correa, Mrs. Gardenia Perez, Ms. Emseralda Yniguez, Mr. David Segovia, Ms. Aashna Khatwani, and Mr. Andrew Fish.

**Approval of November 9, 2021 Finance, Audit, and Human Resources  
Committee Minutes**

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Minutes for the Finance, Audit, and Human Resources Committee Meeting of November 9, 2021 were approved as written. The motion carried.

**Update on Status of Fiscal Year 2021 Financial Audit**

Ms. Esmeralda Yniguez and staff from Carr, Riggs & Ingram, LLC reviewed the status of the Comprehensive Annual Financial Report for the Fiscal Years Ended August 31, 2021 and 2020 with the Committee and responded to questions the Committee members may have on the audit.

Ms. Yniguez reported that she expected to provide an unmodified opinion based upon her firm's review of the College's Comprehensive Annual Financial Report, which is the highest commendation an auditor could provide.

Included under separate cover was a draft of the Comprehensive Annual Financial Report for the Fiscal Years Ended August 31, 2021 and 2020.

The final Fiscal Year 2021 Financial Audit would be presented at the December 14, 2021 Board Meeting for review and approval.

No action was required from the Committee. This item was presented for information and feedback to staff.

### **Discussion and Action as Necessary to Amend and Restate the Terra-Gen Development Company, LLC, Tax Abatement Agreements**

- A. Monte Cristo Windpower, LLC
- B. La Joya Windpower, LLC
- C. West Willacy Windpower, LLC (Monte Alto)

This item was included on the agenda, but was pulled from deliberation at the request of Terra-Gen Development Company.

The Committee briefly discussed whether recoupment of legal fees should be incorporated into any amendment, and administration agreed to review this option.

### **Discussion and Action as Necessary on Withdrawal/Termination of the Buenos Aires Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Agreement**

This item was included on the agenda, but was pulled from deliberation at the request of Terra-Gen Development Company.

The Committee briefly discussed whether recoupment of legal fees should be incorporated into any approval of termination of this agreement, and administration agreed to review this option.

## Review and Action as Necessary on Award of Proposals, Purchases, and Renewals

Approval of the following award of proposals, purchases, and renewals will be requested at the December 14, 2021 Board meeting.

The Director of Purchasing reviewed each item, including the procurement procedures and evaluation of all responses, and recommended approval as follows.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Finance, Audit, and Human Resources Committee recommended Board approval of the award of proposals, purchases, and renewals as listed below:

### A. Award of Proposals

- 1) **Audio Visual Equipment for Classroom Upgrades (Award):** award the proposal for audio visual equipment for classroom upgrades, at a total amount of \$120,952.97. The vendors are as follows:

Project	Vendor	Amount
Project #1	<b>Audio Visual Aids</b> (San Antonio, TX)	\$104,199.12
Project #2	<b>AISYS Consulting, LLC.</b> (McAllen, TX)	\$16,753.85

- 2) **Audio Visual Equipment for Classroom Upgrades – II (Award):** award the proposal for audio visual equipment classroom upgrades – II, at a total amount of \$62,745.53. The vendors are as follows:

Project	Vendor	Amount
Project #1	<b>SKC Communication Products, LLC.</b> (Richardson, TX)	\$46,365.53
Project #2	<b>AISYS Consulting, LLC.</b> (McAllen, TX)	\$16,380.00

- 3) **Mid Valley Campus Bldg G Analog to Digital Upgrade – Phase I (Award):** award the proposal for the Mid Valley Campus Bldg G analog to digital upgrade – phase I to **Audio Visual Aids** (San Antonio, TX), at a total amount of \$350,772.30;

### B. Purchases and Renewals (B-a. Non-Instructional Items)

- 4) **Financial Advisor Services and Continuing Disclosure Services (Renewal):** renew the financial advisor services and continuing disclosure services contract with **Estrada Hinojosa & Company, Inc.** (Edinburg, TX), for the period beginning March 1, 2022 through February 28, 2023;
- 5) **Investment Advisory Services (Renewal):** renew the investment advisory services contract with **Valley View Consulting, LLC.** (Huddleston, VA), for the period beginning April 1, 2022 through March 31, 2023, at a total estimated amount of \$68,000.00;

**B. Purchases and Renewals (B-b. Technology Items)**

- 6) Computers and Laptops (Purchase):** purchase computers and laptops from the State of Texas Department of Information Resources (DIR) approved vendors **Dell Marketing, LP.** (Dallas, TX) and **Apple, Inc.** (Dallas, TX), at a total amount of \$283,928.01;
- 7) Network Equipment and Office Phones (Purchase):** purchase network equipment and office phones from **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, at a total amount of \$125,434.80;
- 8) Service for Mobile Devices (Purchase):** purchase service for mobile devices from **T-Mobile USA, Inc.** (Cincinnati, OH), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning January 1, 2022 through July 31, 2022, at an estimated total amount of \$55,951.28. The monthly service subscription for two hundred forty eight (248) mobile devices is \$32.23 per device.

Recommend Action - The total for all award of proposals, purchases, and renewals was \$1,067,784.89.

The motion carried.

**Review and Recommend Action on 2021 Tax Roll/Tax Levy for Hidalgo and Starr Counties**

Approval of the 2021 Tax Roll/Tax Levy for Hidalgo and Starr Counties will be requested at the December 14, 2021 Board meeting.

Purpose – The Hidalgo County Tax Assessor-Collector and the Starr County Tax Assessor-Collector provided the 2021 Tax Roll Totals for approval by the College’s governing body.

Justification - The 2021 Tax Roll/Tax Levy for Hidalgo and Starr Counties required approval from the governing body in order to be in compliance with Section 26.09 Item (e) of the Property Tax Code, which reads:

“The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit’s tax roll.”

Background - Mr. Pablo “Paul” Villarreal, Jr., RTA, Assessor-Collector of Hidalgo County, and Ms. Maria Amedia Salinas, TAC, Assessor-Collector of Starr County, have entered in the appraisal roll the amount of tax determined as provided by Section 26.09 Item (e) of the Property Tax Code and have submitted to South Texas College the tax roll/tax levy totaling

\$75,733,436.67.

The tax rolls for Tax Year 2020 and 2021 were as follows:

<u>Tax Year</u>	<u>Hidalgo County</u>	<u>Starr County</u>	<u>Total</u>
2021	\$71,315,412.72	\$4,418,023.95	\$75,733,436.67
2020	66,982,283.00	4,108,455.73	71,090,738.73
Increase/(Decrease)	\$ 4,333,129.72	\$309,568.22	\$ 4,642,697.94

Enclosed Documents - The 2021 Tax Roll Totals documents from each county was provided in the packet for the Committee’s information and review.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Finance, Audit, and Human Resources Committee recommended Board approval of the 2021 Tax Roll/Tax Levy for Hidalgo and Starr Counties as presented. The motion carried.

**Review and Recommend Action on Appraisal District Allocated Cost Payments for Hidalgo and Starr Counties**

Approval to process payments to the Hidalgo County Appraisal District and the Starr County Appraisal District for allocated cost, as described below, will be requested at the December 14, 2021 Board meeting.

Purpose – The Hidalgo County Appraisal District and the Starr County Appraisal District perform property valuation assessments for taxes imposed during the tax year. The College’s allocated cost for property valuation services is provided annually.

Justification - The Hidalgo County Appraisal District and the Starr County Appraisal District are considered a sole source and the College and other taxing entities are required to use their services to determine the assessed valuation of properties.

Background - Each year the chief appraiser prepares a proposed budget for the operations of the appraisal district for the following tax year. The County’s Appraiser submits copies of the budget to each taxing unit participating in the district and an estimate of the amount of the budget that will be allocated to each taxing unit.

Texas Property Tax Code Chapter 6 Section 6.06 (d) Appraisal District Budget and Financing indicates that the cost is allocated as follows: “Each taxing unit participating in the district is allocated a portion of the amount of the budget equal to the proportion that the total dollar amount of property taxes imposed in the district by the unit for the tax year in which the budget



proposal is prepared bears to the sum of the total dollar amount of property taxes imposed in the district by each participating unit for that year.”

Each taxing unit pays its allocation in four equal payments.

The Tax Year 2021 estimated allocations, per the District’s budgets, ertr \$737,436.00 for Hidalgo County Appraisal District and \$131,023.50 for Starr County Appraisal District, for a total of \$868,459.50. The first quarterly invoice esd due by December 31, 2021 for Starr County and by February 3, 2022 for Hidalgo County.

The Tax Year 2021 allocations changed from the Tax Year 2020 allocations as follows:

<u>Tax Year</u>	<u>Hidalgo County</u>	<u>Starr County</u>	<u>Total</u>
2021	\$737,436.00	\$131,023.50	\$868,459.50
2020	696,794.00	131,044.82	827,838.82
Increase/(Decrease)	<u>\$ 40,642.00</u>	<u>\$ (21.32)</u>	<u>\$ 40,620.68</u>

The changes ertr based on the new year budgets of each Appraisal District.

The Hidalgo County Appraisal District Budget increased by \$595,702 from \$9,922,776 to \$10,518,478 and the Starr County Appraisal District Budget remained the same at \$1,747,264.

Funding Source – Funds for these expenditures ertr budgeted in the Hidalgo Appraisal/Collection Fee budget and the Starr Appraisal/Collection Fee budget for FY 2021-2022.

Enclosed Documents – The 2022 allocation payments for Tax Year 2021 were provided in the packet for the Committee’s information and review.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Finance, Audit, and Human Resources Committee recommended Board approval of the payments to the Hidalgo County Appraisal District and the Starr County Appraisal District for the allocated cost as stated in the Texas Property Tax Code, Chapter 6, Section 6.06 (e) and as presented. The motion carried.

## Review and Recommend Action on Proposed Revisions to Student Tuition and Fees Schedule for FY 2021 - 2022

Approval of proposed revisions to the Student Tuition and Fees Schedule for FY 2021 - 2022 will be requested at the December 14, 2021 Board meeting.

Purpose – To revise the Student Tuition and Fees Schedule for FY 2021 - 2022 in order to remove the In-District, Out-of-District, and Non-Resident tuition rates in the Workforce/Continuing Education Tuition and Fees section and adding a \$7.00 per hour or variable tuition rate regardless of residency.

Justification – The departments of Continuing, Professional and Workforce Education and the Institute for Advanced Manufacturing were unable to implement the different tuition rates due to the Banner computer system being unable to automatically apply the correct tuition rate based on student residency, therefore revisions were proposed.

Background - On June 22, 2021, the Board approved the Student Tuition and Fees Schedule for FY 2021 - 2022, which included the Workforce/Continuing Education In-District, Out-of-District, and Non-Resident tuition rates.

The Workforce/Continuing Education Tuition and Fees changes are as follows:

	Board Approved FY 2019-2020	Board Approved FY 2020-2021	Proposed Changes FY 2021-2022
<b>Workforce/Continuing Education Tuition and Fees:</b>			
Workforce/Continuing Education Non-Credit Tuition per contact hour or variable tuition including zero tuition	6.00 or variable tuition including zero	Deleted	7.00 or variable tuition including zero
Workforce/Continuing Education Non-Credit Tuition per contact hour or variable tuition including zero tuition (In-District)		7.00 or variable tuition including zero	Deleted
Workforce/Continuing Education Non-Credit Tuition per contact hour or variable tuition including zero tuition (Out-of-District)		8.00 or variable tuition including zero	Deleted
Workforce/Continuing Education Non-Credit Tuition per contact hour or variable tuition including zero tuition (Non-Resident)		18.00 or variable tuition including zero	Deleted

Reviewers - The proposed revisions for the Workforce/Continuing Education tuition rates in the Student Tuition and Fees Schedule for FY 2021 – 2022 were reviewed by staff and President's Cabinet.

Dr. Ricardo J. Solis, President, and Olivia de la Rosa, Director of Continuing, Professional and Workforce Education, attended the Committee meeting to address any questions by the Committee.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Finance, Audit, and Human Resources Committee recommended Board approval of the proposed revision for the Workforce/Continuing Education tuition rates in the Student Tuition and Fees Schedule for FY 2021 – 2022 as presented. The motion carried.

### **Adjournment**

There being no further business to discuss, the Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees adjourned at 6:20 p.m.

I certify that the foregoing are the true and correct Minutes of the December 7, 2021 Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees.

---

Mr. Rene Guajardo  
Committee Chair

**This page intentionally left blank**

**Discussion and Action as Necessary on Second Revision of the Interlocal Agreement for the Jag Express Intercampus Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for Fiscal Year 2021 – 2022**

Approval of the Second Revision of the Interlocal Agreement for the Jag Express Intercampus Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for Fiscal Year 2021 - 2022 for a one-year period of September 1, 2021 through August 31, 2022 will be requested at the January 25, 2022 Board meeting.

Purpose – A Second Revision of the Interlocal Agreement for Transportation Services between STC and the LRGVDC for Fiscal Year 2021 – 2022 is needed to reflect the revision of applying in-kind costs as operating expenses as advised by LRGVDC’s staff.

Justification - The Second Revision of the Interlocal Agreement for Transportation Services will address the removal of the use of in-kind costs. These expenses will be reimbursable as operating costs with the exception of vehicle depreciation.

Background – On July 27, 2021, the Board of Trustees approved the Interlocal Agreement for Transportation Services between STC and LRGVDC for Fiscal Year 2021 – 2022, in which the in-kind costs for the Yellow Line were reduced against the payment to the LRGVDC for the Green Line Services. On September 28, 2021, the Board of Trustees approved the Revised Interlocal Agreement which reflects, STC’s in-kind costs as part of the monthly reimbursement STC receives from the LRGVDC. However, on November 3, 2021, LRGVDC notified STC the expenses being claimed as in-kind costs did not qualify as in-kind costs and could be reimbursed as operating costs with the exception of the vehicle depreciation. In the Second Revision of the Interlocal Agreement, the operating expenses identified as in-kind costs will be part of the Yellow Line Services operating cost reimbursable at a 50%.

Although, the in-kind costs are not reimbursable, the in-kind costs allowed to be invoiced as operating expenses are utilities and vehicle insurance. Vehicle depreciation expense in the amount of \$64,107 does not qualify as operating expenses, therefore the total operating cost for the service is reduced from \$741,621 to \$677,514.

The table below reflects the total cost:

<b>Fiscal Year 2021 - 2022</b>	<b>Original Amount</b>	<b>Revised Amount</b>	<b>2<sup>nd</sup> Revision Amount</b>
	<b>Approved 7/2021</b>	<b>Approved 9/2021</b>	<b>Proposed 01/2022</b>
<b>Total Operating Cost for Services</b>	<b>\$659,223</b>	<b>\$741,621</b>	<b>\$677,514</b>
Contributions:			
State/Federal Operating	\$(380,114)	(380,114)	(389,260)
State/Federal In-Kind	0	(82,398)	0
<b>Total Net Cost to STC</b>	<b>\$279,109</b>	<b>\$279,109</b>	<b>\$288,254</b>
STC Direct Expenditures – Yellow Line	\$129,275	129,275	\$138,420
STC Payment to LRGVDC – Green Line 1	2,960	85,358	85,358
STC Payment to LRGVDC – Green Line Route 60 (Roma)	64,476	64,476	64,476
STC In-Kind Expenditures	82,398	0	0
<b>Total Net Cost to South Texas College</b>	<b>\$279,109</b>	<b>279,109</b>	<b>\$288,254</b>

The increase of \$9,145.00 is due to the vehicles insurance and utilities in the total amount of \$18,291 allowed as operating expenses at 50% reimbursement, not at 100% reimbursement.

The cost by transportation routes for Fiscal Year 2021 - 2022 are as follows:

<b>Transportation Routes</b>	<b>Total Operating Cost for System</b>	<b>Contributions</b>	<b>STC Direct Expenditures</b>	<b>STC Payment to LRGVDC</b>
Starr (Green-1)	204,569	119,211	0	85,358
Starr (Green-Roma)	153,519	89,043	0	64,476
Circular (Yellow)	319,426	181,006	138,420	0
<b>Total</b>	<b>\$677,514</b>	<b>\$389,260</b>	<b>\$138,420</b>	<b>\$149,834</b>

Funding Source – Funds for this expenditure are budgeted in the Student Transportation Services budget for Fiscal Year 2021 – 2022.

Reviewers – The Interlocal Agreement for Transportation Services was reviewed by Maribel Contreras, Director of Regional Transit Services at the LRGVDC, and by South Texas College’s Vice President for Finance and Administrative Services, the Chief of Police for Department of Public Safety, the Comptroller, the Contract Manager, and by the College’s Legal Counsel. The revised Fiscal Year 2021 – 2022 Interlocal Agreement for Transportation Services has already been approved by the LRGVDC.

Enclosed Documents – A copy of the Second Revision of the Interlocal Agreement for Transportation Services between STC and LRGVDC for Fiscal Year 2021 - 2022 follows in the packet for the Committee's information and review.

Maribel Contreras from the LRGVDC, Mary Elizondo, Vice President for Finance and Administrative Services, Ruben Suarez, Chief of Police for the Department of Public Safety and Alina O. Cantu, Public Safety and Transportation Services Manager, will be present at the Committee Meeting to address any questions by the Committee.

It is requested the Finance, Audit, and Human Resources Committee recommended Board approval at the January 25, 2022 Board meeting, the Second Revision of the Interlocal Agreement for the Jag Express Intercampus Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for Fiscal Year 2021 - 2022 for a one-year period of September 1, 2021 through August 31, 2022, as presented.

**INTERLOCAL AGREEMENT FOR TRANSPORTATION SERVICES  
BETWEEN SOUTH TEXAS COLLEGE AND  
THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL**

**I. INTRODUCTION**

This Interlocal Agreement for Transportation Services (“Agreement”) entered into to be effective as of September 1, 2021, is between South Texas College, a political subdivision of the State of Texas (“College”), and the Lower Rio Grande Valley Development Council, a voluntary association of local governments in Cameron, Hidalgo, Starr, and Willacy Counties (“LRGVDC”). This Agreement is made pursuant to chapter 791 of the Texas Government Code (the “Interlocal Cooperation Act”), as amended.

**RECITALS**

WHEREAS, the College currently owns six (6) transportation buses to serve its students’ transportation needs to and from College campuses through the Circulator (Yellow) transportation routes;

WHEREAS, LRGVDC owns and operates a regional public transportation system;

WHEREAS, the College and LRGVDC wish to join efforts to establish a more efficient and economical bus transportation service which will connect the campuses of the College for the benefit of College students, staff and faculty; and

WHEREAS, the transportation service will advance the objective of improving access to the College’s educational programs by increasing public transportation use in the Lower Rio Grande Valley;

NOW THEREFORE, in consideration of the promises and of the mutual covenants contained herein, the parties agree as follows:

**II. ROLE OF THE LRGVDC for the Starr (Green) transportation route**

LRGVDC shall have the following responsibilities:

1. Provide bus routes to serve the Starr County campus during the College’s business days and hours of service according to the attached schedule on Exhibit A;
2. Operate and maintain its public transit system in compliance with regulations and guidelines of the LRGVDC, the Texas Department of Transportation (“TxDOT”) and the Federal Transit Administration (“FTA”) as referenced in the attached LRGVDC Federal Transit Administration Certification and Assurances on Exhibit B;
3. Comply with Title VI (Circular 4702.1B “Title VI Requirements and Guidelines) of the Civil Rights Act of 1964 in accordance with Federal Transit Administration (FTA) grant recipient requirements;
4. Provide certifications and assurances that it will abide by all federal rules and regulations when using FTA funds in connection with this Agreement;
5. Ensure that College students, faculty and staff have access to bus transportation services provided hereunder free of charge upon presentation of an official identification card upon boarding; The Fast Ride micro-transit service and RGV Metro Express is not included in fare-free boarding.
6. Track all trips by College students, faculty and staff;
7. Provide College with monthly ridership participation reports within ten (10) working days after the last day of the month for which ridership participation is being reported;
8. Develop initiatives in coordination with the College to ensure that all reasonable efforts are undertaken to increase use of the transportation services;
9. Lease three (3) buses to the College which will be operated and maintained by the College to perform



- its obligations under this Agreement;
10. Maintain primary liability (within the limits of the Texas Tort Claims Act) and property insurance coverage on all its buses operating Green Line routes, in compliance with TxDOT and FTA requirements, and upon request, supply evidence of insurance coverage to the College; and
  11. Calculate and provide the College with a good faith estimate of the total operating costs and the total maintenance expenses for the operation of the Green Line (Route 1) and the Green Line (Route 60) for the Fall 2021, Spring 2022 and Summer 2022 semesters.

### III. ROLE OF COLLEGE

The College shall have the following responsibilities:

1. Operate and maintain six (6) buses owned by the College and three (3) buses leased from LRGVDC, as listed on Exhibit C, for the Circulator (Yellow) transportation routes during the College's business days and hours of service according to the attached schedule on Exhibit A;
2. Promote ridership by College students, faculty and staff (promotion efforts will include publicizing the service through newsletters, email notifications, signage at special events and semester registration, and other means the College determines would be effective at increasing participation and raising awareness of the service);
3. Designate boarding locations at each campus with appropriate signage at each of its campus stop locations;
4. Maintain primary liability (within the limits of the Texas Tort Claims Act) and property insurance coverage on all its buses, including buses being leased to the College, in compliance with TxDOT and FTA requirements, and upon request, supply evidence of such insurance coverage to LRGVDC; and
5. Operate and maintain its public transit system in compliance with regulations and guidelines of the LRGVDC and the Texas Department of Transportation ("TxDOT");
6. Report transportation data to the National Transit Database (NTD) as required; and
7. Pay LRGVDC an amount equal to fifty (50) percent of the total operating costs and twenty (20) percent of the total maintenance expenses, as estimated by LRGVDC, for the operation of the Green Line (Route 1) and the Green Line (Route 60) for the Fall 2021, Spring 2022 and Summer 2022 semesters ("Local Match Payment").

### IV. CONTRACT AMOUNT AND COMPENSATION

#### A. Expense Reimbursement and Payment

On a monthly basis during the term of this Agreement, the College will submit to LRGVDC reimbursement vouchers with supporting documentation showing its operating costs, and maintenance expenses ~~and in-kind~~ costs arising from the operation of the Circulator (Yellow) transportation routes. LRGVDC shall remit payment to the College for fifty (50) percent of the total operating costs and eighty (80) percent of the total maintenance expenses incurred by the College in the operation of the Circulator (Yellow) transportation routes. **The total operating cost for the Circulator (Yellow) transportation routes is estimated to be \$319,426.** LRGVDC acknowledges that the total amount of the reimbursement payments to the College pursuant to this Agreement for the operations and maintenance of the Circulator (Yellow) transportation routes is estimated to be ~~\$181,006 + 171,860~~. ~~LRGVDC shall remit payment to the College for one hundred (100) percent of the total in-kind expenses for the Circulator (Yellow) transportation routes estimated to be \$82,398.~~ Each monthly report will be on College letterhead and approved and signed by an individual with the authority to request payment.

As consideration for the services to be provided by LRGVDC under this Agreement, the College will remit the Local Match Payment to LRGVDC in the amount of \$53,291.47 for the Fall 2021 semester, \$58,697.85 for the Spring 2022 semester and \$37,844.67 for the Summer 2022 semester.

## **~~B. Match/In-Kind Report~~**

~~“Match/In-Kind Report” refers to a written report which describes and provides supporting details concerning the value of the personnel services provided by the College in performing its obligations under this Agreement. The amount of the “in-kind” contribution will be calculated and reported as:~~

- ~~a) the College employee’s gross hourly compensation multiplied by the actual hours dedicated by the employee to perform work essential to the implementation and operation of the transportation services hereunder, and~~
- ~~(b) the College’s actual operation and maintenance expenses incurred in connection with operation of the transportation services.~~

~~The College will submit to LRGVDC Match/In-Kind Reports and supporting documentation no later than forty five (45) days after the end of each month. The Reports will contain the following supporting documentation:~~

- ~~1. Documentation of any activity claimed as a Match/In-Kind contribution. All expenses claimed as Match/In-Kind must be incurred after the effective date of this Agreement.~~
- ~~2. For staff time, the College must provide signed documentation that the individual staff person worked the period of time stated in the Report. All time must be matched to an officially signed or electronic College employee approved timesheet.~~
- ~~3. Documentation that the Match/In-Kind contribution is drawn from local funds and that the expenditure is not credited or allocated to any other program or project for which a matching expenditure is required and is eligible to be applied as a matching contribution. The source must be identified.~~

## **V. TERM**

The term of this Agreement begins on **September 1, 2021** and expires on **August 31, 2022**. This Agreement may be renewed for two additional one-year periods by mutual written agreement of the parties.

## **VI. TERMINATION**

In the event of a material breach of this Agreement by one of the parties, the non-breaching party, without waiving any other remedy, may terminate this Agreement upon ten (10) days advance written notice of termination to the breaching party setting forth the nature of the material breach. The termination will not be effective if the material breach is fully cured prior to the ten (10) day period.

The Agreement may be terminated with or without cause by the College or LRGVDC upon the giving of at least thirty (30) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due to the College for transportation services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

## **VII. AMENDMENT**

Written amendments, signed by both parties, will be required for any revisions, deletions and/or additions to the Agreement.

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 (“Force Majeure Event”). If a Force Majeure Event occurs that will delay either party in the performance of its obligations under this Agreement, such party shall promptly notify the other party in writing of such condition and cause thereof no later than ten (10) days after the Force Majeure Event. Provided, however, that if a Force Majeure Event occurs, each party agrees to use its best efforts to mitigate the impact of the occurrence so that the party may continue to carry out its obligations hereunder during the occurrence.

**VIII. COOPERATION**

The parties understand and agree that the services described in this Agreement depend upon timely and open communications between the parties. In this regard, communication of issues, changes, or problems that arise should occur as early as possible. Each party agrees to work cooperatively and in good faith in a manner that ensures timely resolution of issues.

**IX. NOTICES**

Except as otherwise specifically provided in this Agreement, all notices, consents, approvals, demands, requests or other communications provided for or permitted under this Agreement 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:

If to College: South Texas College  
3201 W. Pecan Blvd.  
McAllen, TX 78501  
Attention: Ruben Suarez, Chief of Police  
Phone: 956-872-2300  
Email: rsuarez8@southtexascollege.edu

*With copy to:* South Texas College  
3201 W. Pecan Blvd.  
McAllen, TX 78501  
Attention: Mary G. Elizondo, VP for Finance & Administrative Services  
Phone: 956-872-3559  
Email: marye@southtexascollege.edu

If to LRGVDC: Lower Rio Grande Valley Development Council  
301 W. Railroad  
Weslaco, TX 78596  
Attention: Manuel Cruz, Executive Director for LRGVDC  
Phone: 956-682-3481  
Email: mcruz@lrgvdc.org

*With copy to:* Lower Rio Grande Valley Development Council  
510 S Pleasantview Dr.  
Weslaco, TX 78596  
Attention: Maribel Contreras Tom Logan, Director for Valley Metro  
Phone: 956-969-5761  
Email: mcontrerastlogan@lrgvdc.org

**X. GENERAL PROVISIONS**

## **A. Additional Obligations and Rights**

1. LRGVDC shall be responsible for and provide, at its sole expense, adequate equipment inspections, preventative maintenance, and fuel for the Starr (Green) shuttle buses.
2. The College shall be responsible for and provide preventative maintenance with respect to the Circulator (Yellow) shuttle buses, and the College shall provide preventative maintenance reports to LRGVDC.
3. The College may place advertising wraps on buses subject to their removal upon termination of the Agreement.
4. The Valley Metro logo and the LRGVDC name will be included on the exterior of buses used in service and owned by Valley Metro and operated by the College for the Circulator (Yellow) transportation routes.
5. At the College's request, Valley Metro shall provide, at its expense, training to the College's staff regarding FTA and TxDOT requirements and expectations under this Agreement.
6. The College will designate a person as its lead representative in connection with this Agreement as well as an additional person who will serve as the backup to the lead representative. Designated representatives will meet periodically for the purpose of exchanging updates, requesting information, providing technical assistance, and engaging in oversight of compliance with the terms and conditions of this Agreement.
7. LRGVDC will perform all grant management activities regarding this Agreement, including submission of a grant application to FTA for project funds, fiscal management, periodic reporting to FTA and triennial review reporting.
8. LRGVDC will perform periodic oversight and compliance of College activities for Circulator (Yellow) Line transportation route to ensure that the service is operated as public transportation and that all elements of this Agreement are followed. This will include, without limitation, inspections of buses, inspections of facilities, safety and security reviews, drug and alcohol reviews, annual reviews, report generation, and similar activities.
9. LRGVDC will claim the College's ridership, mileage, hours, and other statistical numbers in its reports and will publicize, market, and otherwise include the College's services as part of its public transportation network.
10. LRGVDC will institute a complaint process to record and address customer complaints, including discrimination complaints.
11. The College will record and submit any complaints to an LRGVDC representative within 24 hours from the receipt of such complaint.
12. For the duration of this Agreement, LRGVDC shall, at no additional cost to the College, lease three buses to the College to be operated in the Circulator (Yellow) transportation routes. The responsibility for the maintenance and operation costs thereof are elsewhere provided for in this Agreement.

## **B. Circulator (Yellow) Transportation Route**

1. The College will operate the Circulator (Yellow) transportation routes as public transportation for the benefit of the College community. In this regard, it is acknowledged that if space is available, a person who is not a College student, faculty or staff, may be provided ridership, but only from and to an official College campus location, consistent with 49 United States Code (USC), Chapter 53, as described in Exhibit A.
2. The College will use its own staff and six (6) buses owned by the College and three (3) buses leased from LRGVDC, to provide public transportation services for the Circulator (Yellow) transportation routes. College staff will at all times remain employees of the College.
3. Buses must be parked in a safe and secure location. LRGVDC maintenance staff will have access to the buses to ensure that buses are properly maintained and operating in good conditions.
4. The College will provide service reports for Circulator (Yellow) shuttles.
5. The College will maintain auto primary liability on all College-owned buses and leased buses within the limits of the Texas Tort Claims Act.

**C. Maintenance - Starr (Green Line) Transportation Route**

1. LRGVDC will provide maintenance services with its own staff for buses used in connection with this Agreement. These maintenance activities will adhere to the *LRGVDC Vehicle Maintenance Plan* and will include:
  - a. Responding to road calls;
  - b. Providing routine preventive maintenance according to the manufacturer's specified maintenance schedule and FTA standards;
  - c. Detailing/cleaning buses once a week;
  - d. Providing tire replacement service according to the manufacturer's schedule;
  - e. Providing brake maintenance according to the manufacturer's schedule;
  - f. Providing out-of-cycle repairs as necessary;
  - g. Coordinating warranty work according to manufacturer guidelines;
  - h. Keeping an inventory of all tools, equipment, parts, materials, and supplies;
  - i. Keeping maintenance records of all activities, including work orders;
  - j. Ensuring that all maintenance activities are safe and secure; and
  - k. Adhering to the maintenance plan.

If a major repair or other repair is needed in connection with any equipment used to provide services for the Starr (Green Line) bus lines that will exceed the established maintenance budget, LRGVDC will present the College a plan of action to address the repair, including the cost and timeline for repair.

2. LRGVDC will perform periodic oversight of the College activities to ensure that the service is operated as public transportation and that all elements of this Agreement are followed. This includes, without limitation, inspections of buses, inspections of facilities, safety and security reviews, annual reviews, report generation, and similar activities.

**D. Warranties**

1. The College warrants that (a) the transportation services are necessary and authorized for activities that are properly within its statutory functions and programs; (b) it has the authority to contract for the services under authority granted in § 130.022, 130.010, and 130.084, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary legal authority and has received all necessary approvals to execute and deliver this Agreement; and (4) the officer signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.
2. LRGVDC warrants that (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code*; (2) it has all necessary legal authority and has received all necessary approvals to execute and deliver this Agreement; and (3) the officer signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

**E. Capital**

1. LRGVDC will initiate the process of procuring capital improvements under this Agreement upon request of the College.

**F. Miscellaneous**

1. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. Venue for any action under this Agreement shall be Hidalgo County, Texas.
2. This Agreement may not be assigned except upon written approval by LRGVDC and College.
3. In case any provision in this Agreement shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included

herein.

4. No joint venture or partnership is formed as a result of this Agreement. No employees, agents, or subcontractors of one party shall be deemed, or represent themselves to be, employees or agents of the other party. All transportation services provided by LRGVDC are on an independent contractor basis.
5. This Agreement may be amended or modified only by a written instrument executed by both parties.
6. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof.
7. The College will maintain records of all documents and materials related to the performance of its obligations under this Agreement. The College agrees to allow LRGVDC to inspect and evaluate the work performed and any records under this Agreement.

**The undersigned acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions.**

**South Texas College**

**Lower Rio Grande Valley Development Council**

\_\_\_\_\_  
**Ricardo Solis, M.B.A., Ph. D.**  
**President**

\_\_\_\_\_  
**Manuel Cruz**  
**Executive Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**This page intentionally left blank**

## **Review and Action as Necessary on Award of Proposals, Rejection of Proposal, Purchases, and Renewals**

Approval of the following award of proposals, rejection of proposal, purchases, and renewals will be requested at the January 25, 2022 Board meeting.

The Director of Purchasing has reviewed each item, including the procurement procedures and evaluation of all responses, and recommends approval as follows:

- A. Award of Proposals**
- B. Rejection of Proposal**
- C. Purchases and Renewals**
  - a. Instructional Items**
  - b. Technology Items**

### **A. Award of Proposals**

#### **1) Campus Dining and Food Truck Services (Award)**

Award the proposal for campus dining and food truck services to **Pappa's Pizza, Inc.** (Alton, TX) (New), for the period beginning February 1, 2022 through January 31, 2023 with two one-year options to renew, with a 0% commission. Authorization is also requested to negotiate with this vendor to become a secondary vendor at one or more of the McAllen locations.

Purpose – Facilities Operations and Maintenance and the Purchasing Department are requesting campus dining and food truck services Monday through Friday for the all campuses and center.

Justification and Benefit – Food services must be available for the South Texas College faculty, staff, and students at all campuses. The menu will include some of the following items: pizza, breadsticks, dipping sauces, spaghetti, mac-n-chess, fries, salads, molletes, tortas, breakfast tacos, bagels, yogurt, fruit, oatmeal, coffee, and aguas frescas.

Background – Proposal documents were advertised on November 3, 2021 and November 10, 2021 and issued to twenty-five (25) vendors. Six (6) responses were received on November 19, 2021 which were reviewed by Facilities Operations and Maintenance and the Purchasing Department. There were two (2) vendors that did not complete the required forms and two (2) that were interested in providing catering services only.

#### **2) Campus Dining and Food Truck Services – II (Award)**

Award the proposal for campus dining and food truck II services for the period beginning February 1, 2022 through January 31, 2023 with two one-year options to renew, with 0% commission. The vendor information is as follows:



Campus	Vendors
Pecan Campus	Primary: <b>Zaycor Management Company</b> (Brownsville, TX) (New) Secondary: <b>Laredo Comidas, LLC./ dba Taco Palenque</b> (McAllen, TX) (New)
Mid Valley Campus	<b>All Affairs and Occasions</b> (Elsa, TX)
Nursing and Allied Health Campus	<b>Cornerstone Catering</b> (Mission, TX)
Technology Campus	<b>Atencion Selecta, LLC.</b> (Edinburg, TX)
Starr County Campus	No vendor submitted to provide services at the Starr County Campus

Authorization is requested to negotiate the recommended location assignment with these vendors as necessary.

Purpose – Facilities Operations and Maintenance and the Purchasing Department is requesting campus dining and food truck services Monday through Friday for the all campuses and center.

Justification and Benefit – Food services must be available for the South Texas College faculty, staff, and students at all campuses. It will include some of the following items: tacos, sandwiches, salads, pizza, burritos, burgers, hotdogs, flautas, oatmeal, sweets, bagels, yogurts, and fruit.

Background – Proposal documents were advertised on November 24, 2021 and December 10, 2021 and issued to forty-eight (48) vendors. Five (5) responses were received on January 7, 2022, which were reviewed by the Facilities Operations and Maintenance and the Purchasing Department.

**3) DHSI Awareness Marketing Campaign Services (Award)**

Award the proposal for the DHSI Awareness Marketing Campaign Services to **25<sup>th</sup> Hour Communication, Inc.** (Westwood, MA) for the period beginning April 1, 2022 through August 31, 2022, at a total amount of \$60,000.00.

Purpose – Information Services, Planning, Performance, and Strategic Initiatives and the Office of Public Relations and Marketing are requesting DHSI awareness marketing campaign services to promote student success programs that are available at the College.

Justification and Benefit – The awareness marketing campaign will concentrate on the Starfish Early Alert System, Center for Learning Excellence Online Tutoring Services, and the Financial Wellness Center. These services are available to students at all campuses and center.

The DHSI grant requirements will be met with this campaign which will create pathways for students by promoting persistence, educational attainment, and personal and professional growth. It will offer opportunities that enable seamless transfer to advanced degrees and emerging workforce needs and accessibility to expanded use of technology-based resources that will lead to financial wellness, education completion, and employment.

Background – Proposal documents were advertised on December 1, 2021 and December 8, 2021 and issued to thirteen (13) vendors. Four (4) responses were received on December 16, 2021, which were reviewed by Information Services, Planning, Performance, and Strategic Initiatives, Office of Public Relations and Marketing, and the Purchasing Department.

Funds for this expenditure are budgeted in the Developing Hispanic Serving Institutions (DHSI) grant budget for FY 2021 – 2022.

#### **4) Purchase of Portable Air Purifiers (Award)**

Award the proposal for the purchase of portable air purifiers to **Esparza Pest Control & Eco-Logic Systems, Inc.** (Edinburg, TX) (New) and **Abberation, Inc./ dba South Texas Solar Systems** (McAllen, TX), at amounts totaling \$297,000.00 and \$379,800.00, respectively, which will include two hundred (200) air purifiers per vendor.

Purpose – Academic Affairs, Student Services and Enrollment Management, Finance and Administrative Services and Information Services, Planning, Performance and Strategic Initiatives are requesting to purchase four hundred (400) air purifiers for classrooms and science labs.

Justification and Benefit – As the Spring 2022 semester begins, this equipment would create a safer environment for students, faculty, and staff and reduce the spread of COVID-19.

Background – Proposal documents were advertised on October 13, 2021 and October 20, 2021 and issued to twenty-five (25) vendors. Twelve (12) responses were received on October 29, 2021, which were reviewed by Facilities Operations and Maintenance, Facilities Planning and Construction, and the Purchasing Department.

Funds for this expenditure are budgeted in the Higher Education Emergency Relief Fund (HEERF) grant budget for FY 2021 – 2022.

#### **5) Purchase of Financial Wellness Student Toolkits (Award)**

Award the proposal for the purchase of financial wellness student toolkits from **Inkwell Global Marketing** (Manalapan, NJ) (New), at a total amount of \$39,720.00.

Purpose – Information Services, Planning, Performance, and Strategic Initiatives, Career and Employer Services, and the Office of Public Relations and Marketing are requesting to purchase financial wellness student toolkits for two thousand two hundred fifty (2,250) students participating in financial literacy activities. The grants objective is to increase the

student's ability to effectively manage debt and stay on a path leading to program completion and employment.

Justification and Benefit – The Division of Information Services, Planning, Performance & Strategic Initiatives DHSI Project Coordinator and in collaboration with the Director of Career and Employer Services are requesting these services as a tool to enhance the financial literacy component under the DHSI grant objectives. The toolkits will be a resource to support students' perception of knowledge gained in financial and economic literacy among Hispanic first-time college students served with financial literacy services. The overall goal of the South Texas College DHSI project is to create pathways for students that promote persistence, educational attainment, and personal and professional growth by offering opportunities that enable seamless transfer to advanced degrees and emerging workforce needs and accessibility to expanded use of technology-based resources that will lead to financial wellness, education completion, and employment.

The financial wellness toolkit will include the following items: a custom t-shirt with a financial quote, a calculator, a magnet with QR code to access online financial literacy courses, a custom box with packaging for students.

Background – Proposal documents were advertised on December 1, 2021 and December 8, 2021 and issued to seven (7) vendors. One (1) response was received on December 16, 2021 which were reviewed by the Center for Learning Excellence, Public Relations and Marketing, and Purchasing Department.

Funds for this expenditure are budgeted in the Developing Hispanic Serving Institutions (DHSI) grant budget for FY 2021 – 2022.

#### **6) Virtual Reality Law Enforcement Training Simulators (Award)**

Award the proposal for virtual reality law enforcement training simulators to **Street Smarts VR** (New York, NY) (New), at a total amount of \$58,150.00.

Purpose – The Law Enforcement Program in the Division of Business, Public Safety, and Technology is requesting to purchase two (2) virtual reality law enforcement training simulators for student instruction at the Technology Campus Virtual Reality Lab.

Justification and Benefit – The training simulators are necessary to provide industry training safely in the field of law enforcement. The simulators allow for a variety of real-life scenarios that law enforcement professionals face on a daily basis. Additionally, these simulators will be used as a recruitment tool and for potential new students to demo the equipment prior to enrolling in the program.

Background – Proposal documents were advertised on November 24, 2021 and December 1, 2021 and issued to five (5) vendors. Two (2) responses were received on January 7, 2022, which were reviewed by Division of Business, Public Safety, and Technology and the Purchasing Department.

Funds for this expenditure are budgeted in the Carl Perkins grant budget for FY 2021 – 2022.

## **B. Rejection of Proposal**

### **7) Purchase of Heavy-Duty Trucks (Reject)**

Reject the two (2) proposals for the purchase of heavy-duty trucks due to the proposed trucks not meeting the required specifications and available budget.

## **C. Purchases and Renewal (C-a. Instructional Item)**

### **8) Instructional Equipment and Accessories (Purchase)**

Purchase instructional equipment and accessories from **Triangle Engineering, Inc.** (Hanover, MA), a sole source vendor, at a total amount of \$60,426.00.

Purpose – The Welding Program in the Division of Business, Public Safety, and Technology is requesting to purchase instructional equipment and accessories for student instruction at the Technology Campus Accredited Testing Facility.

Justification and Benefit – The equipment includes an abrasive cutter, fixtures, and cutting wheels which is necessary to cut weld specimens from weld coupons for weld testing in accordance to American Welding Society (AWS) standards. Weld coupons are welds performed on sample pieces of metal by students for training purposes. The Welding program performs hundreds of weld tests on coupons each semester to grade the quality of the welds performed by students.

Funds for this expenditure are budgeted in the Welding Certification Courses budget for FY 2021 – 2022.

### **9) Case Management Services (Renewal)**

Renew the case management services with **Valley Initiative for Development and Advancement (VIDA)** (Mercedes, TX), a sole source vendor, for the period beginning January 1, 2022 through December 31, 2022, at a total amount of \$81,000.00.

Purpose – The Office of Enrollment Services is requesting case management and mentoring services for fifty (50) economically disadvantaged students per semester. These services will be conducted in the Spring, Summer, and Fall 2022 semesters.

Justification and Benefit – The services will include financial assistance (books, childcare, transportation, etc.) intensive case management and career counseling to help complete their education and training in high-demand occupations.

A qualifying student will have to meet the following requirements:

- Resident of the Rio Grande Valley
- 18 years or older

- Eligible to work in the United States
- Below federal poverty guidelines, or
- Underemployed with family responsibilities earning less than \$8.50, or
- Underemployed with family responsibilities registered with the Texas Workforce Commission

This is a six (6) week program, which includes one (1) counseling session per week for a total of forty-eight (48) hours per student per semester. An enrolled or qualifying student will automatically roll over to the next semester. Once a student graduates, a new student is accepted into the program.

The vendor has provided services since FY 2018 – 2019.

Funds for this expenditure are budgeted in the Student Case Management Services budget for FY 2021 – 2022 and FY 2022 – 2023 pending Board approval of the budget.

### **C. Purchases and Renewal (C-b. Technology Items)**

#### **10) Computers, Laptops, and Tablets (Purchase)**

Purchase of computers, laptops, and tablets from the State of Texas Department of Information Resources (DIR) approved vendors **Dell Marketing, LP.** (Dallas, TX) and **Apple, Inc.** (Dallas, TX), at a total amount of \$152,023.61.

All purchase requests for computers, laptops, and tablets have been evaluated by the Information Technology and the Chief Information Officer. Information Technology does not have refurbished systems available for new hires. Instructional and/or business need must be clearly identified/justified for any equipment that is outside standard configuration or does not replace existing office systems. (Ex. mobile devices)

An itemized list with justification is included for your review and information.

Information Technology used the following criteria when recommending the purchase of technology:

- Systems being requested meet the South Texas College standard configuration
- The new systems will replace an older model (5+ years and out of warranty)
- Software requirements exceed the system capacity

The purchases can be summarized as follows:

- Student Computers  
⇒ 106 Computers for Learning Commons and Open Labs
- Student Laptop  
⇒ 1 Laptop for Bachelor of Applied Technology and Applied Science

- Student Tablets
  - ⇒ 2 Tablets for Admin Allowance-Pell (Financial Aid)
  
- Faculty Laptops
  - ⇒ 7 Laptops for Information Technology Program
  - ⇒ 1 Laptop for Respiratory Therapy Program
  - ⇒ 1 Laptop for Chemistry Program
  
- Grant Laptops
  - ⇒ 12 Laptops for Cashiers Office (HEERF Institutional Grant Award)

Funds for these expenditures are budgeted in the requesting department budgets for FY 2021 - 2022 as follows: Learning Commons and Open Labs, Bachelor of Applied Technology and Applied Science, Admin Allowance-Pell (Financial Aid), Cashier's Office, Informational Technology Program, Respiratory Therapy Program, and the Chemistry Program.

#### **11) On-Demand Subscription Services (Renewal)**

Renew the on-demand subscription services with **Ellucian Company, LP.** (Fairfax, VA) through Texas A & M University – Corpus Christi (Corpus Christi, TX), acting by and through the State of Texas Department of Information Resources (DIR) for Texas Connection Consortium (TCC), for the period beginning February 1, 2022 through January 31, 2023, at an estimated amount of \$28,218.00.

Purpose – Information Technology is requesting to renew computer based, on-demand training for Banner applications and existing third-party applications that work with the Banner system, which also include Luminis and DegreeWorks.

Justification and Benefit – The computer-based training library is a set of over four thousand (4,000) lessons that can be accessed at any time by the College's Banner users. Lessons cover different Banner modules and provide a better understanding of the functionality of each module. Features include a frequently asked questions section, that provides answers to questions from Banner users at other institutions, exercises, and short quizzes to help users better understand what they have learned.

Funds for this expenditure are budgeted in the Information Technology Project Manager Risk and Security budget for FY 2021 – 2022.

#### **12) Online Tutoring Service Agreement (Purchase)**

Purchase an online tutoring service agreement from **Upswing International, Inc.** (Durham, NC), a sole source vendor, for the period beginning January 8, 2022 through August 31, 2022, at a total amount of \$72,000.00, which provides three thousand (3,000) services hours.

Purpose – The Centers for Learning Excellence is requesting to purchase additional hours for the online tutoring services which are utilized by students through the College district.

Justification and Benefit – The service agreement will include online tutoring and retention services in English, Math, Developmental English, Developmental Math, Developmental Reading, History, Economics, Philosophy, Education, Business, Political Science, Nursing, Psychology, Spanish, Allied Health, Biology, Chemistry, Physics, Sociology, and many other subjects. These services supplement and enhance the services provided at the College's Centers for Learning Excellence by allowing students to access services outside of regular operating hours and from any location, and, in some cases, providing tutors for subjects in which it is difficult to find qualified tutors locally. These tutoring services provide new, enhanced features such as audio and video tutoring capabilities, data and analytics dashboards, and the ability to schedule appointments and select and rate tutors. The provision of online tutoring services is in accordance with SACS Best Practices for Electronically Offered Degree and Certificate Programs, which stipulate that the institution recognizes that appropriate services must be available for students regardless of their location on or off campus. Due to staffing shortages, the demand for services during the Fall 2021 semester has outstripped local capacity, especially for the asynchronous paper review component. This purchase amount is based on anticipated usage under these new conditions for the remainder of fiscal year 2022.

Funds for this expenditure are budgeted in the Centers for Learning Excellence budget for FY 2021 – 2022.

### **13) Red Hat Licenses Maintenance and Support Agreement (Renewal)**

Renew the Red Hat licenses maintenance and support agreement with **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning February 10, 2022 through February 9, 2023, at a total amount of \$70,458.66.

Purpose – Information Technology is requesting to renew the College wide Red Hat licenses maintenance and support agreement for one thousand six hundred seventy-four (1,674) licenses. This renewal will provide one-year support and maintenance to the servers running on Red Hat software.

Justification and Benefit – The support provides critical updates and patches to mitigate security risks along with support for the servers running the Red Hat software. The servers running on Red Hat provides support to applications such as Banner and Jagnet serving the students, faculty, and staff district wide.

Funds for this expenditure are budgeted in Systems and Networking budget for FY 2021 – 2022.

### **14) Support Services Agreement (Renewal)**

Renew support services agreement with **Ellucian Company, LP.** (Fairfax, VA) through Texas A & M University – Corpus Christi (Corpus Christi, TX) acting by and through the State of Texas Department of Information Resources (DIR) for Texas Connection Consortium (TCC), for the period beginning September 1, 2021 through August 31, 2022, at an estimated amount of \$30,278.00.

Purpose – Information Technology is requesting to renew the support services advantage plus agreement for the Banner applications and existing third-party applications that work with the Banner system.

Justification and Benefit – The extended support services adds another level of service to the existing maintenance program the College has from Ellucian. This extended plan provides 24/7 support which covers weekends and after normal business hours Monday through Friday. It provides a faster response time and priority case escalation to any Banner related issues that may occur during hours outside of normal business hours.

Funds for this expenditure are budgeted in the Applications Development budget for FY 2021 – 2022.

**Recommendation:**

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the January 25, 2022 Board meeting the award of proposals, rejection of proposal, purchases, and renewals as listed below:

- A. Award of Proposals**
- B. Rejection of Proposal**
- C. Purchases and Renewals**
  - a. Instructional Items**
  - b. Technology Items**

**A. Award of Proposals**

- 1) Campus Dining and Food Truck Services (Award):** award the proposal for campus dining and food truck services to **Pappa’s Pizza, Inc.** (Alton, TX) (New), for the period beginning February 1, 2022 through January 31, 2023 with two one-year options to renew, with 0% commission. Authorization is also requested to negotiate with this vendor to become a secondary vendor at one or more of the McAllen locations;
- 2) Campus Dining and Food Truck Services – II (Award):** award the proposal for campus dining and food truck services II for the period beginning February 1, 2022 through January 31, 2023 with two one-year options to renew, with 0% commission. The vendor information is as follows:

Campus	Vendors
Pecan Campus	Primary: <b>Zaycor Management Company</b> (Brownsville, TX) (New) Secondary: <b>Laredo Comidas, LLC./ dba Taco Palenque</b> (McAllen, TX) (New)
Mid Valley Campus	<b>All Affairs and Occasions</b> (Elsa, TX)
Nursing and Allied Health Campus	<b>Cornerstone Catering</b> (Mission, TX)
Technology Campus	<b>Atencion Selecta, LLC.</b> (Edinburg, TX)



Starr County Campus	No vendor submitted to provide services at the Starr County Campus
---------------------	--

Authorization is requested to negotiate the recommended location assignment with these vendors as necessary;

- 3) **DHSI Awareness Marketing Campaign Services (Award):** award the proposal for the DHSI awareness marketing campaign services to **25<sup>th</sup> Hour Communication, Inc.** (Westwood, MA) for the period beginning April 1, 2022 through August 31, 2022, at a total amount of \$60,000.00;
- 4) **Purchase of Portable Air Purifiers (Award):** award the proposal for the purchase of portable air purifiers to **Esparza Pest Control & Eco-Logic Systems, Inc.** (Edinburg, TX) (New), at a total amount of \$1,299,774.00;
- 5) **Purchase of Financial Wellness Student Toolkits (Award):** award the proposal for the purchase of financial wellness student toolkits to **Inkwell Global Marketing** (Manalapan, NJ) (New), at a total amount of \$39,720.00;
- 6) **Virtual Reality Law Enforcement Training Simulators (Award):** award the proposal for virtual reality law enforcement training simulators to **Street Smarts VR** (New York, NY) (New), at a total amount of \$58,150.00;

#### B. Rejection of Proposal

- 7) **Purchase of Heavy-Duty Trucks (Reject):** reject the two (2) proposals for the purchase of heavy-duty trucks due to the proposed trucks not meeting the required specifications and available budget;

#### C. Purchases and Renewals (C-a Instructional Items)

- 8) **Instructional Equipment and Accessories (Purchase):** purchase instructional equipment and accessories from **Triangle Engineering, Inc.** (Hanover, MA), a sole source vendor, at a total amount of \$60,426.00;
- 9) **Case Management Services (Renewal):** renew the case management services contract with **Valley Initiative for Development and Advancement (VIDA)** (Mercedes, TX), a sole source vendor, for the period beginning January 1, 2022 through December 31, 2022, at a total amount of \$81,000.00;

#### C. Purchases and Renewals (C-b. Technology Items)

- 10) **Computers, Laptops, and Tablets (Purchase):** purchase computers, laptops, and tablets from the State of Texas Department of Information Resources (DIR) approved vendors **Dell Marketing, LP.** (Dallas, TX) and **Apple, Inc.** (Dallas, TX), at a total amount of \$152,023.61;
- 11) **On-Demand Subscription Services (Renewal):** renew the on-demand subscription services with **Ellucian Company, LP.** (Fairfax, VA) through Texas A & M University – Corpus Christi (Corpus Christi, TX), acting by and through the State of Texas Department of Information Resources (DIR) for Texas Connection Consortium (TCC), for the period beginning February 1, 2022 through January 31, 2023, at an estimated amount of \$28,218.00;
- 12) **Online Tutoring Service Agreement (Purchase):** purchase an online tutoring service agreement from **Upswing International, Inc.** (Durham, NC), a sole source

vendor, for the period beginning January 8, 2022 through August 31, 2022, at a total amount of \$72,000.00 which provides three thousand (3,000) service hours;

**13) Red Hat Licenses Maintenance and Support Agreement (Renewal):** renew the Red Hat licenses maintenance and support agreement with **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning February 10, 2022 through February 9, 2023, at a total amount of \$70,458.66;

**14) Support Services Agreement (Renewal):** renew the support services agreement with **Ellucian Company, LP.** (Fairfax, VA) through Texas A & M University – Corpus Christi (Corpus Christ, TX) acting by and through the State of Texas Department of Information Resources (DIR) for Texas Connection Consortium (TCC), for the period beginning September 1, 2021 through August 31, 2022, at an estimated amount of \$30,278.00.

Recommend Action - The total for all award of proposals, rejection of proposal, purchases, and renewals is \$1,329,074.27.

**SOUTH TEXAS COLLEGE**  
**1. CAMPUS DINING AND FOOD TRUCK SERVICES**  
**PROJECT NO. 21-22-1026**

NAME	AYVAZ Pizza, LLC.	Cornerstone Catering/ dba Caja de Carnitas	Lotzapan dba/Schlotzsky's	Otro Rollo	Pappa's Pizza, Inc.	Pizza Properties Inc. dba/ Peter Piper Pizza	
ADDRESS	17890 Blanco Rd Ste 401	4307 S Conway Ave	208 N Cage Blvd		301 N Alton Blvd Ste 5	4445 N Mesa St Ste 100	
CITY/STATE/ZIP	San Antonio, TX 78232	Mission, TX 78572	Pharr, TX 78577		Alton, TX 78573	El Paso, TX 79902	
PHONE	210-408-2447	956-445-3446	956-787-8770	956-666-5382	830-765-7675	915-544-8565	
FAX	210-417-1436		956-787-8749			915-541-8242	
CONTACT	Dan Doyle	Roberto Ravelo	Mark Gamboa	Esmeralda Tellez	Roy Ramon	Howard Smith	
#	Description	Proposed	Proposed	Proposed	Proposed	Proposed	
<b>Proposed Menu and Services:</b>							
1	Menu	Pizza	- Street tacos (5): Bistek, Al Pastor, Carnitas - Quesadillas (3): Bistek, Al Pastor, Carnitas - Tortas: Bistek, Al Pastor, Carnitas	Boxes Lunches: Medium sized hot or cold sandwiches, salads, and pizza. Sandwich Lunches: Sandwich, Chips, Cookie, Pickle Spear, and Water. Pizza and Salad Lunches with Cookie, and Water.	Egg Rolls, Edamame, Gyozas, Fried Peppers, Shrimp, Fried Rice, Salads, Sushi Rolls, Teppanyaki, and Soba.	Pizza, Breadsticks, Dipping Sauces, Spaghetti, Mac-n-Cheese, Fries, and Salads.	Pizza, Wings, Cheeseburgers, Salads, Breadsticks, Ice Cream Cones, and Cinnamon bread.
	Menu Pricing	Range: \$8.50 - \$11.50	Range: \$7.00 - \$8.00 plus tax	Range: \$9.00 - \$11.00	Range: \$1.49 - \$14.99	Range: \$1.00 - \$15.99	Range: \$1.09 - \$18.69
2	Breakfast		Potato Egg, Bacon Egg, Ham Egg, and Chorizo Egg.			Molletes, Tortas, Breakfast Tacos, Bagels, Yogurt, Fruit, and Oatmeal.	
	Breakfast Pricing		Range: \$1.75 plus tax			Range: \$0.50 - \$6.49	
3	Beverages		Coke, Diet Coke, Sprite, and Bottled Water	Bottled Water	Cucumber Water, Lemonade, Sweet and Unsweet Tea, Capri Sun Juices, and Sodas.	Coffee and Aguas Frescas	Fountain Drinks and Bottled Water
	Beverages Pricing		Range: \$1.00 plus tax	Included with sandwich meal	Range: \$1.50 - \$2.50	Range: \$1.59 - \$2.99	Range: \$2.09 - \$2.49
4	Delivery					\$3.00 to anywhere on main campus	
<b>Proposed Location and Hours:</b>							
7	Cafeteria Space	No	No	No	Pecan Campus	Pecan, Nursing and Allied Health, and Technology Campuses	No
8	Food Truck	No	Pecan Campus	No	No	No	No
10	Hours of operation: 7:00 a.m. - 2:00 p.m. Monday through Friday	No	Yes	Yes	Yes	Yes	Yes
11	Alternate Hours:	10:00 a.m. - 11:00 p.m.		10:00 a.m. - 9:00 p.m.			
12	Can you expand hours beyond 2:00 pm if requested?	11:00 p.m.	Yes	9:00 p.m.	Yes, until necessary	4:00 p.m.	9:00 p.m.
13	Services for special occasions or on weekends if requested?	Yes	Yes	Yes	Yes	Yes	Yes
14	Consider hiring work-study students?	Yes	Yes	Yes	Yes	Yes	Yes
<b>TOTAL EVALUATION POINTS</b>		****	****	**	79	86.2	**
<b>RANKING</b>		****	****	**	2	1	**

\*\*\*\*The vendors did not submit required documents, therefore not evaluated. \*\*Interested in providing catering services only, therefore not evaluated.  
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**  
**1. CAMPUS DINING AND FOOD TRUCK SERVICES**  
**PROJECT NO. 21-22-1026**  
**EVALUATION SUMMARY**

<b>VENDOR</b>		Otro Rollo		Pappa's Pizza, Inc.	
<b>ADDRESS</b>				301 N Alton Blvd Ste 5	
<b>CITY/STATE/ZIP</b>				Alton, TX 78573	
<b>PHONE</b>		956-666-5382		830-765-7675	
<b>CONTACT</b>		Esmeralda Tellez		Roy Ramon	
1	The purchase price. (up to 45 points)	40	38	40	42.6
		30		45	
		40		40	
		40		43	
		40		45	
2	The reputation of the vendor and of the vendor's goods or services. (up to 18 points)	16	13.8	15	14.4
		14		15	
		12		15	
		13		12	
		14		15	
3	The quality of vendor's goods or services. (up to 18 points)	15	14.6	13	14.6
		17		16	
		12		15	
		12		12	
		17		17	
4	The extent to which the goods or services meet the districts needs. (up to 15 points)	12	10.6	12	12.6
		5		14	
		10		12	
		13		13	
		13		12	
5	The Vendor's past relationship with the district. (up to 3 points)	2	2	2	2
		2		2	
		2		2	
		2		2	
		2		2	
6	The impact on the ability of the district to comply with laws relating to historically underutilized businesses. (up to 1 point)	0	0	0	0
		0		0	
		0		0	
		0		0	
		0		0	
<b>TOTAL EVALUATION POINTS</b>		79		86.2	
<b>RANKING</b>		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**  
**1. PROPOSAL CRITERIA - SERVICE ONLY**

		Service Only	
		Points	Score Key
<b>1</b>	<b>Criterion 1: The purchase price</b> a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	<b>40</b>	
<b>2</b>	<b>Criterion 2: The reputation of the vendor and of the vendor's goods or services</b> a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	<b>18</b>	<b>15-18</b> <b>10-14</b> <b>5-9</b> <b>0-4</b>  <b>Excellent</b> <b>Acceptable</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>3</b>	<b>Criterion 3: The quality of the vendor's goods or service</b> a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	<b>18</b>	<b>15-18</b> <b>10-14</b> <b>5-9</b> <b>0-4</b>  <b>Excellent</b> <b>Acceptable</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>4</b>	<b>Criterion 4: The extent to which the goods or services meet the district's needs</b> a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	<b>15</b>	<b>12-15</b> <b>7-11</b> <b>3-6</b> <b>0-2</b>  <b>Excellent</b> <b>Acceptable</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>5</b>	<b>Criterion 5: The vendor's past relationship with the district</b> a. Quality of Past Performances with STC  <b>****New Vendors will receive two points</b>	<b>3</b>	<b>3</b> <b>2</b> <b>1</b> <b>0</b>  <b>Excellent</b> <b>Acceptable/New Vendor</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>6</b>	<b>Criterion 6: The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses</b> a. Provided the Certification	<b>1</b>	<b>1</b> <b>0</b>  <b>Yes</b> <b>No</b>
<b>7</b>	<b>Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and</b> a. Annual Escalation Increase b. Annual Maintenance Cost	<b>5</b>	<b>5</b> <b>3-4</b> <b>1-2</b> <b>0</b>  <b>Excellent</b> <b>Acceptable</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>8</b>	<b>Criterion 8: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:</b> a. Financial Standing b. Potential or Pending Sale of Business		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

**SOUTH TEXAS COLLEGE  
2. CAMPUS DINING AND FOOD TRUCK SERVICES -II  
PROJECT NO. 21-22-1030**

NAME	All Affairs and Occasions	Atencion Selecta, LLC.	Comerstone Catering	Laredo Comidas, LLC./ dba Taco Palenque	Zaycor Management Company
ADDRESS	P O Box 2812	2719 Leslie St	4307 S Conway Ave	1000 S 10th St	950 E Van Buren St
CITY/STATE/ZIP	Elsa, TX 78543	Edinburg, TX 78539	Mission, TX 78572	McAllen, TX 78501	Brownsville, TX 78520
PHONE	956-451-2590	956-289-6530	956-445-3446	956-608-4300	956-546-5060
FAX					956-546-5067
CONTACT	Galilea Ozuna	Rodolfo Sanchez-Rendon	Roberto Ravelo	Marcelo Rodriguez	Richard E Zayas
#	Proposed	Proposed	Proposed	Proposed	Proposed
Description					
<b>Proposed Menu and Services:</b>					
1	Menu and Pricing Turkey Avocado Torta, Grilled Ham and Cheese, Grilled 3-Cheese Sandwiches, Loaded Philly Fries, Chicken Flautas and Potato Flautas in a Cup, Garden Caesar Wrap, Chef Salad Wrap, Garden Caesar Salad, Mexican Pasta Salad Range: \$2.79 - \$6.34	Hamburgers and Sandwiches, Pizzas, Soups & Salads, Lunch Plates, Mexican & American food, Appetizers, and Sides Range: \$2.50 - \$15.99	Cafeteria: Salad station, Sandwiches, Wraps, Hot Dogs, Cheeseburgers, Pizza, Burritos, Quesadillas, Taquitos, Chicken Plates, Traditional Mexican Plates, Vegan & Vegetation Plates ***** Truck: Street Tacos, Quesadillas, Tortas Range: \$2.49 - \$8.49	Menu to be Determined	Steakburgers, Melts, Milkshakes, Chicken Fingers, Franks, Chili and Sides Range: \$1.79 - \$8.29
2	Breakfast Bacon, Egg, & Cheese Biscuit, Sausage, Egg, & Cheese Biscuit, Egg & Cheese Biscuit, Oatmeal, Mexican Sweet Bread, Cinnamon Rolls Range: \$1.29 - \$2.95	Breakfast Plates, Breakfast Tacos, Mexican-Style Eggs Range: \$2.25 - \$12.50	Cafeteria: Breakfast Tacos, Bagels & Cream Cheese, Yogurts, Fruit Cups, Doughnuts, Pastries, Cereals Truck: Breakfast Tacos Range: \$1.49 - \$3.99	Menu to be Determined	
3	Beverages Coffee Range: \$1.85 - \$2.25	Coffee, Chocolate, Orange Juice, Soft Drinks, Mexican Coke Range: \$2.75 - \$3.00	Coffee, Orange and Apple Juice, Hot Tea, Milk, Bottled Water, Variety of Canned Soft Drinks Range: \$1.00 - \$2.00		Soft Drinks, Sweet & Unsweet Tea, Plain & Chocolate Milk, Bottled Water, Coffee, Milkshakes Range: \$1.00 - \$1.89
<b>Proposed Location and Hours:</b>					
4	Cafeteria Space Pecan, Mid Valley, & Technology Campus	Pecan, NAH, & Technology Campus	Pecan and NAH Campus	Pecan Campus	Pecan Campus
5	Food Truck Pecan, Mid Valley, & Technology Campus	Pecan, NAH (Pending), & Technology (Food Trucks will be available after 180 days of starting operations)	Pecan and NAH Campus	No	No
6	Hours of operation: 7:00 a.m. - 2:00 p.m. Monday through Friday	Yes	Yes	Yes	Yes
7	Can you expand hours beyond 2:00 pm if requested?	Yes	Yes	TBD	An Agreed-Upon Time
8	Services for special occasions or on weekends, if requested?	Yes	Yes	Yes	Yes
9	Consider hiring work-study students?	Yes	Yes	Yes	Yes
<b>TOTAL EVALUATION POINTS</b>		88.2	89	88.8	89.6
<b>RANKING</b>		4	2	3	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  
2. CAMPUS DINING AND FOOD TRUCK SERVICES - II  
PROJECT NO. 21-22-1030  
EVALUATION SUMMARY**

VENDOR	All Affairs and Occasions		Atencion Selecta, LLC.		Comerstone Catering		Laredo Comidas, LLC./ dba Taco Palenque		Zaycor Management Company								
	ADDRESS	P O Box 2812	2719 Leslie St	4307 S Conway Ave	1000 S 10th St	950 E Van Buren St	CITY/STATE/ZIP	Elsa, TX 78543	Mission, TX 78572	Brownsville, TX 78520	PHONE	956-451-2590	956-289-6530	956-445-3446	956-608-4300	956-546-5060	FAX
CONTACT	Galilea Ozuna		Rodolfo Sanchez-Rendon		Roberto Ravelo		Marcelo Rodriguez		Richard E Zayas								
1	The purchase price. (up to 45 points)	40 40 43 40 44	41.4	40 40 45 40 40	41	40 42 45 40 43	42	45 40 43 35 40	40.6	42.8							
2	The reputation of the vendor and of the vendor's goods or services. (up to 18 points)	18 13 15 15 17	15.6	14 15 15 15 15	14.8	15 18 15 15 15	15.6	18 14 18 15 18	16.6	16.4							
3	The quality of vendor's goods or services. (up to 18 points)	14 13 16 15 17	15	12 11 15 12 13	14.8	14 14 15 15 16	15.4	17 14 15 15 16	15.8	15.6							
4	The extent to which the goods or services meet the districts needs. (up to 15 points)	15 12 14 12 14	13.4	12 11 15 12 13	12.6	12 12 13 3 2 2 2 2 2	13.2	14 12 15 12 13	13.8	12.8							
5	The Vendor's past relationship with the district. (up to 3 points)	3 2 3 3 3	2.8	2 2 2 2 2	2	3 2 3 3 3	2.8	2 2 2 2 2	2	2							
6	The impact on the ability of the district to comply with laws relating to historically underutilized businesses. (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							
<b>TOTAL EVALUATION POINTS</b>		88.2		85.2		89		88.8		89.6							
<b>RANKING</b>		4		5		2		3		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**  
**2. PROPOSAL CRITERIA - SERVICE ONLY**

		Service Only	
		Points	Score Key
<b>1</b>	<b>Criterion 1: The purchase price</b> a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	<b>40</b>	
<b>2</b>	<b>Criterion 2: The reputation of the vendor and of the vendor's goods or services</b> a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	<b>18</b>	15-18 10-14 5-9 0-4 <b>Excellent</b> <b>Acceptable</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>3</b>	<b>Criterion 3: The quality of the vendor's goods or service</b> a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	<b>18</b>	15-18 10-14 5-9 0-4 <b>Excellent</b> <b>Acceptable</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>4</b>	<b>Criterion 4: The extent to which the goods or services meet the district's needs</b> a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	<b>15</b>	12-15 7-11 3-6 0-2 <b>Excellent</b> <b>Acceptable</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>5</b>	<b>Criterion 5: The vendor's past relationship with the district</b> a. Quality of Past Performances with STC  <b>****New Vendors will receive two points</b>	<b>3</b>	3 2 1 0 <b>Excellent</b> <b>Acceptable/New Vendor</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>6</b>	<b>Criterion 6: The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses</b> a. Provided the Certification	<b>1</b>	1 0 <b>Yes</b> <b>No</b>
<b>7</b>	<b>Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and</b> a. Annual Escalation Increase b. Annual Maintenance Cost	<b>5</b>	5 3-4 1-2 0 <b>Excellent</b> <b>Acceptable</b> <b>Marginal</b> <b>Poor/No Response</b>
<b>8</b>	<b>Criterion 8: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:</b> a. Financial Standing b. Potential or Pending Sale of Business		Up to 5 points will be used from the purchase price if applicable
<b>Total Points</b>		<b>100</b>	

**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



**SOUTH TEXAS COLLEGE**  
**3. DHSI AWARENESS MARKETING CAMPAIGN SERVICES**  
**PROJECT NO. 21-22-1032**

	<b>NAME</b>	Advertis, Inc.	Image House Media, LLC.	RGVision Publications, LLC.	25th Hour Communication, Inc.
	<b>ADDRESS</b>	3421 W US Hwy 83 Ste 6	P O Box 5051	801 N Bryan Rd	34 Glen Rd
	<b>CITY/STATE/ZIP</b>	McAllen, TX 78501	McAllen, TX 78502	Mission, TX 78572	Westwood, MA 02090
	<b>PHONE</b>	956-683-5563	956-534-7741	956-566-6598	310-704-9643
	<b>FAX</b>	956-686-7335			805-296-3654
	<b>CONTACT</b>	Christopher Julian	Gerardo (Jerry) Sanchez	Gabriel Puente	Tricia Lamentia
<b>#</b>	<b>Description</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>
<b>Period: April 1, 2022 - August 31, 2022</b>					
1	DHSI Awareness Marketing Campaign Services - Financial Literacy	\$ 20,000.00			\$ 20,000.00
2	DHSI Awareness Marketing Campaign Servies - Starfish Early Alert System	\$ 20,000.00	\$12,000 per month Total: \$60,000	\$12,000 per month Total: \$60,000	\$ 20,000.00
3	DHSI Awareness Marketing Campaign Servies - Online Tutoring Center	\$ 20,000.00			\$ 20,000.00
<b>TOTAL AMOUNT PROPOSED</b>		\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00
<b>TOTAL EVALUATION POINTS</b>		93.4	94.6	92.7	96.6
<b>RANKING</b>		3	2	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**  
**3. DHSI AWARENESS MARKETING CAMPAIGN SERVICES**  
**PROJECT NO. 21-22-1032**  
**EVALUATION SUMMARY**

<b>VENDOR</b>		Advertis, Inc.		Image House Media, LLC.		RGVision Publications, LLC.		25th Hour Communication, Inc.	
<b>ADDRESS</b>		3421 W US Hwy 83 Ste 6		P O Box 5051		801 N Bryan Rd		34 Glen Rd	
<b>CITY/STATE/ZIP</b>		McAllen, TX 78501		McAllen, TX 78502		Mission, TX 78572		Westwood, MA 02090	
<b>PHONE</b>		956-683-5563		956-534-7741		956-566-6598		310-704-9643	
<b>FAX</b>		956-686-7335						805-296-3654	
<b>CONTACT</b>		Christopher Julian		Gerardo (Jerry) Sanchez		Gabriel Puente		Tricia Lamentia	
1	The purchase price. (up to 45 points)	45	45.00	45	45.00	45	45.00	45	45.00
		45		45		45		45	
		45		45		45		45	
		45		45		45		45	
		45		45		45		45	
2	The reputation of the vendor and of the vendor's goods or services. (up to 18 points)	17.5	16.40	17	16.20	16.5	15.50	16.5	16.10
		17.5		16		16		16	
		15		15		15		15	
		15		15		15		15	
		17		18		15		18	
3	The quality of the vendor's goods or services. (up to 18 points)	17	16.00	17	16.60	17	15.60	17	17.20
		17		17		17		17	
		14		16		15		17	
		15		15		14		17	
		17		18		15		18	
4	The extent to which the vendor's goods or services meet the College's needs. (up to 15 points)	15	14.00	15	14.00	15	13.80	15	14.50
		14		14		14		14.5	
		13		14		13		14	
		14		12		13		14	
		14		15		14		15	
5	The vendor's past relationship with the College. (up to 3 points)	2	2.00	3	2.80	3	2.80	3	2.80
		2		3		3		3	
		2		3		3		3	
		2		2		2		2	
		2		3		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	0.00	0	0.00	0	0.00	1	1.00
		0		0		0		1	
		0		0		0		1	
		0		0		0		1	
		0		0		0		1	
<b>TOTAL EVALUATION POINT</b>		93.40		94.60		92.70		96.60	
<b>RANKING</b>		3		2		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**  
**3. PROPOSAL CRITERIA - SERVICE ONLY**

		Service Only	
		Points	Score Key
<b>1</b>	<b>Criterion 1: The purchase price</b> a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	<b>40</b>	
<b>2</b>	<b>Criterion 2: The reputation of the vendor and of the vendor's goods or services</b> a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	<b>18</b>	15-18 10-14 5-9 0-4 <b>Excellent Acceptable Marginal Poor/No Response</b>
<b>3</b>	<b>Criterion 3: The quality of the vendor's goods or service</b> a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	<b>18</b>	15-18 10-14 5-9 0-4 <b>Excellent Acceptable Marginal Poor/No Response</b>
<b>4</b>	<b>Criterion 4: The extent to which the goods or services meet the district's needs</b> a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	<b>15</b>	12-15 7-11 3-6 0-2 <b>Excellent Acceptable Marginal Poor/No Response</b>
<b>5</b>	<b>Criterion 5: The vendor's past relationship with the district</b> a. Quality of Past Performances with STC  <b>****New Vendors will receive two points</b>	<b>3</b>	3 2 1 0 <b>Excellent Acceptable/New Vendor Marginal Poor/No Response</b>
<b>6</b>	<b>Criterion 6: The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses</b> a. Provided the Certification	<b>1</b>	1 0 <b>Yes No</b>
<b>7</b>	<b>Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and</b> a. Annual Escalation Increase b. Annual Maintenance Cost	<b>5</b>	5 3-4 1-2 0 <b>Excellent Acceptable Marginal Poor/No Response</b>
<b>8</b>	<b>Criterion 8: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:</b> a. Financial Standing b. Potential or Pending Sale of Business		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

**SOUTH TEXAS COLLEGE  
4. PURCHASE OF PORTABLE AIR PURIFIERS  
PROJECT NO. 21-22-1020**

NAME		Aberration, Inc./ dba South Texas Solar Systems		Amalgamated Services, Inc.		Esparza Pest Control & Eco-Logic Systems, Inc.		Green Dream International		Medify Air		MSC Industrial Supply, Co.		Red Barn TK, LLC.		Rio Comfort Mechanical, LLC.		Sanalife Wellness/ North Eastern Industries		Timilon Corporation/ dba Enviroklenz		Vizocom ICT, LLC.		WW Grainger, Inc.		
ADDRESS		405 W Bus 83		21024 S 80th Ave		5602 S Sugar Rd		32 W 8th St Ste 607		1325 SW 30th Ave		75 Maxess Rd		10 Pheasant Hill Rd		1443 N Tower Rd		72 Progress Ave		24301 Walden Ctr Dr Ste 101		860 Jamacha Rd Ste 104		100 Grainger Pkwy		
CITY/STATE/ZIP		McAllen, TX 78501		Frankfort, IL 60423		Edinburg, TX 78539		Erie, PA 16501		Deerfield, FL 33442		Melville, NY 11747		Weston, CT 06883		Alamo, TX 78516		Tyngsboro, MA 01879		Bonita Springs, FL 34134		El Cajon, CA 92019		Lake Forest, IL 60045		
PHONE		956-236-2404		708-289-3138		956-316-0000		814-840-1880		972-762-8691		956-412-6500		203-451-9492		956-227-0787		617-864-2656		239-294-1654		619-350-6980		847-753-5153		
FAX						956-702-0000						956-412-8131		203-557-4215		956-258-5001				619-599-8184		847-983-3299				
CONTACT		James Hiebert		Karen M Riffice		Elma Esparza		Varand Vartanian		Brad Gelsky		David Lugo		John J Egan IV		Mario H Montemayor		Matthew Lima		Levi Kitman		George Attar		Tony Casolari		
#	Qty	Description	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension		
		<b>Proposed Unit</b>		Jade Air Purifier		Medify MA-50		CIMR 2000		Enviroklenz Air System Plus		Medify MA-50		Medify MA-50		Aura Air Rev 1.0		RAP Room Air Purifier		Beyond Gardian Air		Enviroklenz Air System Plus		Medify MA-50		Field Controls Trio Plus
1	875	Portable Air Filter	\$ 1,899.00	\$ 1,661,625.00	\$ 289.00	\$ 252,875.00	\$ 1,485.00	\$ 1,299,375.00	\$ 599.00	\$ 524,125.00	\$ 276.00	\$ 241,500.00	\$ 277.43	\$ 242,751.25	\$ 424.00	\$ 371,000.00	\$ 1,717.00	\$ 1,502,375.00	\$ 900.00	\$ 787,500.00	\$ 650.00	\$ 568,750.00	\$ 279.45	\$ 244,518.75	\$ 598.91	\$ 524,046.25
2	875	Portable Air Filter Option 2 - Enviroklenz	\$ -	\$ -	\$ 639.00	\$ 559,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	875	Shipping and Handling	\$ -	\$ -	\$ 14.80	\$ 12,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.00	\$ 22,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13.00	\$ 11,375.00	\$ -	\$ -
<b>Total Unit Amount</b>			\$ 1,661,625.00	\$ 1,661,625.00	\$ 265,825.00	\$ 265,825.00	\$ 1,299,375.00	\$ 1,299,375.00	\$ 524,125.00	\$ 524,125.00	\$ 241,500.00	\$ 241,500.00	\$ 242,751.25	\$ 242,751.25	\$ 393,750.00	\$ 393,750.00	\$ 1,502,375.00	\$ 1,502,375.00	\$ 787,500.00	\$ 787,500.00	\$ 568,750.00	\$ 568,750.00	\$ 255,893.75	\$ 255,893.75	\$ 524,046.25	\$ 524,046.25
4	1	Carbon Filter	\$ 79.00	\$ 79.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	1	Hepa Filter	\$ 149.00	\$ 149.00	\$61/Medify \$135/Enviroklenz	\$61/Medify \$135/Enviroklenz	\$ -	\$ -	\$ 125.00	\$ 125.00	\$ 55.99	\$ 55.99	\$ 59.75	\$ 59.75	\$ 69.00	\$ 69.00	\$ 330.00	\$ 330.00	\$ 125.00	\$ 125.00	\$ 79.00	\$ 79.00	\$ 65.00	\$ 65.00	\$ 76.56	\$ 76.56
6	1	Filter Life	Carbon filter lasts one (1) year with 8 hr run time, HEPA RX filter lasts eighteen (18) months with eight (8) hour run time, UV Light lasts eighteen (18) months with eight (8) hour run time				Air cartridge - 6 months HEPA Filter - 2 years						MERV8 Filter - \$25 EA		Replace HEPA and UVC bulb every 12 months, replace cell every 24 months. Cell/UVC = \$300 per Unit		HEPA Filter (2 years) - \$120 EA		4-6 month filter life for 24/7 days							
7	1	UV Light	\$ 46.00	\$ 46.00	\$ 36.00	\$ 36.00	\$ 399.00	\$ 399.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 367.00	\$ 367.00	\$ 300.00	\$ 300.00	\$ 32.00	\$ 32.00	\$ -	\$ -	\$ 47.01	\$ 47.01	\$ -	\$ -
8		Light Information	UV Light to be changed every 18-24 Months.		The CIMR 2000 has two (2) cells that need to be replaced every three (3) years at \$399 per cell for a total of \$698,250.		UV-C Bulbs - 2 years						Add a UV light to each air purifier for \$367 per unit. UV-C light has a lifespan of 9,000 hours.		Replace HEPA and UVC bulb every 12 Months, replace cell every 24 months. Cell/UVC = \$300 per Unit.		UVC Bulb Set (2 years) - \$32 EA		UV light are included in the product's lifetime warranty and last for >15,000 hours. UV life is about 8,000 hours under normal conditions.		UVC Air Purifier Replacement Lamp 2pk - \$47.01/2pk					
9	875	Optional - Vendor Installation of Air Purifiers	\$ -	\$ -	\$ -	\$ -	\$ 15.00	\$ 13,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ 8,750.00	Free Installation		\$ -	\$ -	\$ 9.00	\$ 7,875.00	\$ -	\$ -	\$ -	\$ -
10	1	Include any other consumable items, if applicable, and the current cost for each:	Carbon Filter, Hepa-RX Filter, UV Germicidal Light ***** 3% Cash Back for Purchase		N/A The UV technology is covered under warranty. As long as the customer uses real Medify replacement filters and follows unit registration for warranty, the units will be replaced for free.		Air cartridge lifespan is 6-9 months and the cost for each filter is \$85						Bipolar										No under writers certification Testing lab in China			
10		No. of Years in Business	14 Years		15 Years		60 Years		12 Years		10 Years		80 Years		1 Year 8 Month/Israel		6 Years		30 Years		9 Years		11 Years		93 Years	
11		Days for Delivery	30-90 days		10 days				7 days		7 days		14 days		4-6 weeks		8 weeks		7-14 days		5 days		10 days		2-3 days	
12		Weight	33 lbs		14 lbs		10 lbs boxed/8.5 lbs on the desk		38 lbs		14 lbs		11 lbs per unit/ packaged at 12.5 lbs		12.1 lbs		125 lbs		34 lbs		38 lbs		14 lbs		26 lbs	
13		Warranty	One (1) Year Full Replacement Three (3) Year Parts		Lifetime		3 Years		5 Years		Lifetime		Lifetime		1 Year		5 Years		5 Years		5 Years		Lifetime		2 Years	
<b>TOTAL AMOUNT PROPOSED</b>			\$ 1,661,625.00	\$ 1,661,625.00	\$ 265,825.00	\$ 265,825.00	\$ 1,299,774.00	\$ 1,299,774.00	\$ 537,250.00	\$ 537,250.00	\$ 241,500.00	\$ 241,500.00	\$ 242,751.25	\$ 242,751.25	\$ 393,750.00	\$ 393,750.00	\$ 1,511,125.00	\$ 1,511,125.00	\$ 787,800.00	\$ 787,800.00	\$ 568,782.00	\$ 568,782.00	\$ 263,768.75	\$ 263,768.75	\$ 524,046.25	\$ 524,046.25
<b>TOTAL EVALUATION POINTS</b>			85		81.8		85.2		78.8		80.6		82.2		79.8		67.2		80.2		79		81		79	
<b>RANKING</b>			2		4		1		10		6		3		8		11		7		9		5		9	

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**  
**4. PURCHASE OF PORTABLE AIR PURIFIERS**  
**PROJECT NO. 21-22-1020**  
**EVALUATION SUMMARY**

VENDOR	Aberration, Inc./ dba South Texas Solar Systems	Amalgamated Services, Inc.	Esparza Pest Control & Eco-Logic Systems, Inc.	Green Dream International	Medify Air	MSC Industrial Supply Co.	Red Barn TK, LLC.	Rio Comfort Mechanical, LLC.	Sanalife Wellness/ North Eastern Industries	Timilon Corporation/ dba Enviroklenz	Vizocom ICT, LLC.	WW Grainger, Inc.														
ADDRESS	405 W Bus 83	21024 S 80th Ave	5602 S Sugar Rd	32 W 8th St Ste 607	1325 SW 30th Ave	75 Maxess Rd	10 Pheasant Hill Rd	1443 N Tower Rd	72 Progress Ave	24301 Walden Ctr Dr Ste 101	860 Jamacha Rd Ste 104	100 Grainger Pkwy														
CITY/STATE/ZIP	McAllen, TX 78501	Frankfort, IL 60423	Edinburg, TX 78539	Erie, PA 16501	Deerfield, FL 33442	Melville, NY 11747	Weston, CT 06883	Alamo, TX 78516	Tyngsboro, MA 01879	Bonita Springs, FL 34134	El Cajon, CA 92019	Lake Forest, IL 60045														
PHONE	956-236-2404	708-289-3138	956-316-0000	814-840-1880	972-762-8691	956-412-6500	203-451-9492	956-227-0787	617-864-2656	239-294-1654	619-350-6980	847-753-5153														
FAX			956-702-0000			956-412-8131	203-557-4215	956-258-5001			619-599-8184	847-983-3299														
CONTACT	James Hiebert	Karen M Riffice	Elma Esparza	Varand Vartanian	Brad Gelsky	David Lugo	John J Egan IV	Mario H Montemayor	Matthew Lima	Levi Kitman	George Attar	Tony Casolari														
1 The purchase price. (up to 45 points)	35	35	45	45	35	35	40	40	45	45	45	45	45	45	35	35	40	40	40	40	45	45	40	40		
	35		45		35		40		45		45		35		40		40		45		40					
	35		45		35		40		45		45		35		40		40		45		40					
	35		45		35		40		45		45		35		40		40		45		40					
	35		45		35		40		45		45		35		40		40		45		40					
2 The reputation of the vendor and of the vendor's goods or services. (up to 15 points)	8	9	8	7.6	9	9.4	8	7.8	7	7.4	10	9	7	7.2	7	7	8	7.8	8	8	7	7.8	8	8	9	9.2
	9		7		9		8		8		7		7		8		8		8		8					
	8		7		9		8		7		7		6		8		8		8		8					
	10		7		10		7		8		8		8		8		8		8		8					
	10		9		10		8		7		10		7		7		9		8		10					
3 The quality of vendor's goods or services. (up to 16 points)	17	17.6	12	11.6	17	17.6	15	13.6	12	11.6	12	11.6	11	10.2	12	10.2	15	14	15	13.6	12	11.6	12	12.2		
	18		9		18		10		9		10		8		12		10		9		11					
	17		14		17		13		14		12		10		14		13		14		14					
	18		10		18		15		10		10		10		15		15		10		12					
	18		13		18		15		13		13		8		11		14		15		13					
4 The extent to which the goods or services meet the districts needs. (up to 20 points)	17	17.4	13	11.4	16	17.2	13	12.4	13	11.4	13	11.4	12	11.8	12	10	15	13.6	13	12.4	13	11.4	12	12		
	17		9		17		10		9		10		8		12		10		9		10					
	17		13		17		13		13		11		12		13		13		13		12					
	18		9		18		14		9		9		9		9		15		14		9					
	18		13		18		12		13		13		13		9		14		12		13					
5 The Vendor's past relationship with the district. (up to 3 points)	3	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2		
	3		2		2		2		2		2		2		2		2		2		2					
	3		2		2		2		2		2		2		2		2		2		2					
	3		2		2		2		2		2		2		2		2		2		2					
	3		2		2		2		2		2		2		2		2		2		2					
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	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	0		1		0		0		0		0		0		0		0		0		0					
	0		1		0		0		0		0		0		0		0		0		0					
	0		1		0		0		0		0		0		0		0		0		0					
	0		1		0		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	3.2	4	3	3	3	3	3.2	3	3.2	4	3.6	3	3	3	2.8	3	3	3	3.2	4	3.6		
	3		3		3		3		3		3		3		3		3		3							
	3		3		3		3		3		3		3		3		3		3							
	3		3		3		3		3		3		3		3		3		3							
	3		4		2		3		4		4		3		2		3		4							
<b>TOTAL EVALUATION POINTS</b>	85	81.8	85.2	78.8	80.6	82.2	79.8	67.2	80.2	79	81	79														
<b>RANKING</b>	2	4	1	10	6	3	8	11	7	9	5	9														

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**  
**4. PROPOSAL CRITERIA - PRODUCT ONLY**

	Product Only		
	Points	Score Key	
<b>1 Criterion 1: The purchase price</b> a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	50		
<b>2 Criterion 2: The reputation of the vendor and of the vendor's goods or services</b> 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
<b>3 Criterion 3: The quality of the vendor's goods or service</b> a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	18	14-18 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
<b>4 Criterion 4: The extent to which the goods or services meet the district's needs</b> 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
<b>5 Criterion 5: The vendor's past relationship with the district</b> a. Quality of Past Performances with STC  <b>****New Vendors will receive two points</b>	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
<b>6 Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses</b> a. Provided the Certification	1	1 0	Yes No
<b>7 Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services</b> a. Annual Maintenance Cost b. Annual Escalation Increase			Up to 5 points will be used from the purchase price if applicable
<b>8 Criterion 8: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:</b> 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
<b>Total Points</b>	<b>100</b>		

**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

**SOUTH TEXAS COLLEGE**  
**5. PURCHASE OF FINANCIAL WELLNESS STUDENT TOOLKITS**  
**PROJECT NO. 21-22-1031**

<b>NAME</b>			Inkwell Global Marketing	
<b>ADDRESS</b>			600 Madison Ave	
<b>CITY/STATE/ZIP</b>			Manalapan, NJ 07726	
<b>PHONE</b>			732-617-3029	
<b>FAX</b>			732-617-3522	
<b>CONTACT</b>			Matthew Kenney	
#	Qty	Description	Unit Price	Extension
1	2,150	District ® Perfect Tri® 3/4-Sleeve Raglan DM136 T-Shirt Adult XS-XL, Exact quantity for each size TBD	\$ 8.85	\$ 19,027.50
2	100	District ® Perfect Tri® 3/4-Sleeve Raglan DM136 T-Shirt Adult 2X	\$ 10.00	\$ 1,000.00
3	2,250	Flip Calculator	\$ 1.95	\$ 4,387.50
4	2,250	Business Card Magnet	\$ 0.17	\$ 382.50
5	2,250	8 x 6 Full Color Mailer Box	\$ 2.35	\$ 5,287.50
6	25	Crinkle Paper (10 LBS per Carton)	\$ 40.00	\$ 1,000.00
7	2,250	Labor – Kitting Items Together	\$ 1.95	\$ 4,387.50
8	1	Logo Set Up Fee (if any)		
9	1	Bulk Shipping to McAllen, TX 78503	\$ 4,247.50	\$ 4,247.50
<b>TOTAL AMOUNT PROPOSED</b>			\$ 39,720.00	
<b>TOTAL EVALUATION POINTS</b>			93.2	
<b>RANKING</b>			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**  
**5. PURCHASE OF FINANCIAL WELLNESS STUDENT TOOLKITS**  
**PROJECT NO. 21-22-1031**  
**EVALUATION SUMMARY**

<b>VENDOR</b>		Inkwell Global Marketing	
<b>ADDRESS</b>		600 Madison Ave	
<b>CITY/STATE/ZIP</b>		Manalapan, NJ 07726	
<b>PHONE</b>		732-617-3029	
<b>FAX</b>		732-617-3522	
<b>CONTACT</b>		Matthew Kenney	
1	The purchase price (up to 50 points)	50	50
		50	
		50	
		50	
		50	
2	The reputation of the vendor and of the vendor's goods or services. (up to 10 points)	9	9.2
		9	
		9	
		9	
		10	
3	The quality of vendor's goods or services. (up to 18 points)	17	16.2
		17	
		17	
		16	
		14	
4	The extent to which the goods or services meet the districts needs. (up to 18 points)	17	15.8
		16	
		16	
		16	
		14	
5	The Vendor's past relationship with the district. (up to 3 points)	2	2
		2	
		2	
		2	
		2	
6	The impact on the ability of the district to comply with laws relating to historically underutilized businesses. (up to 1 point)	0	0
		0	
		0	
		0	
		0	
<b>TOTAL EVALUATION POINTS</b>		93.2	
<b>RANKING</b>		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  
5. PROPOSAL CRITERIA - PRODUCT ONLY**

	Product Only		
	Points	Score Key	
<b>1 Criterion 1: The purchase price</b> a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	50		
<b>2 Criterion 2: The reputation of the vendor and of the vendor's goods or services</b> 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
<b>3 Criterion 3: The quality of the vendor's goods or service</b> a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	18	14-18 9-13 4-8 0-3	Excellent Acceptable Marginal Poor/No Response
<b>4 Criterion 4: The extent to which the goods or services meet the district's needs</b> 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
<b>5 Criterion 5: The vendor's past relationship with the district</b> a. Quality of Past Performances with STC  <b>****New Vendors will receive two points</b>	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
<b>6 Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses</b> a. Provided the Certification	1	1 0	Yes No
<b>7 Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services</b> a. Annual Maintenance Cost b. Annual Escalation Increase			Up to 5 points will be used from the purchase price if applicable
<b>8 Criterion 8: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:</b> 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
<b>Total Points</b>	<b>100</b>		

**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

**SOUTH TEXAS COLLEGE**  
**6. VIRTUAL REALITY LAW ENFORCEMENT TRAINING SIMULATORS**  
**PROJECT NO. 21-22-1029**

<b>VENDOR</b>		Axon Enterprises, Inc.	Street Smarts VR			
<b>ADDRESS</b>		17800 N 85th St	44 Wall St Ste 702			
<b>CITY/STATE/ZIP</b>		Scottsdale, AZ 85255	New York, NY 10005			
<b>PHONE</b>		800-978-2737	512-658-6847			
<b>FAX</b>		480-991-0791				
<b>CONTACT</b>		Robert Driscoll	April Phillips			
#	Qty	Description	Unit Price	Extension	Unit Price	Extension
1	2	Virtual Reality Enforcement Training Simulator	\$ 8,745.60	\$ 17,491.20	\$ 29,075.00	\$ 58,150.00
2	2	Installation	\$ 2,000.00	\$ 4,000.00	Included	
3	2	Training	Included in installation cost		Included	
4	2	Maintenance & Support	Included in simulator cost		Included	
<b>TOTAL PROPOSAL AMOUNT</b>			\$	21,491.20	\$	58,150.00
<b>TOTAL EVALUATION POINTS</b>			****		94.5	
<b>RANKING</b>			****		1	

\*\*\*\*The vendor did not meet the required specifications, therefore not evaluated.

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**  
**6. VIRTUAL REALITY LAW ENFORCEMENT TRAINING SIMULATORS**  
**PROJECT NO. 21-22-1029**  
**EVALUATION SUMMARY**

<b>VENDOR</b>		Street Smarts VR	
<b>ADDRESS</b>		44 Wall St Ste 702	
<b>CITY/STATE/ZIP</b>		New York, NY 10005	
<b>PHONE</b>		512-658-6847	
<b>CONTACT</b>		April Phillips	
1	The purchase price. (up to 40 points)	40	40
		40	
		40	
		40	
		40	
2	The reputation of the vendor's goods or services. (up to 15 points)	12.5	13.3
		15	
		12	
		15	
		12	
3	The quality of the vendor's goods or services. (up to 16 points)	15	15.2
		16	
		15	
		15	
		15	
4	The extent to which the vendor's goods or services meet the College's needs. (up to 20 points)	18	18
		20	
		15	
		20	
		17	
5	The vendor's past relationship with the College. (up to 3 points)	2	2
		2	
		2	
		2	
		2	
6	The impact on the ability of the College to comply with laws relating to Historically Underutilized Businesses. (up to 1 point)	1	1
		1	
		1	
		1	
		1	
7	The total long-term cost to the College to acquire the vendor's goods and services. (up to 5 points)	5	5
		5	
		5	
		5	
		5	
<b>TOTAL EVALUATION POINTS</b>		94.5	
<b>RANKING</b>		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**  
**6. PROPOSAL CRITERIA - PRODUCT AND SERVICE**

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

**NO  
BACKUP  
FOR**

**7. Purchase of Heavy-  
Duty Trucks  
(Reject)**

**SOUTH TEXAS COLLEGE**  
**8. INSTRUCTIONAL EQUIPMENT AND ACCESSORIES**

<b>NAME</b>			Triangle Engineering, Inc.	
<b>ADDRESS</b>			6 Industrial Way	
<b>CITY/STATE/ZIP</b>			Hanover, MA 02339	
<b>PHONE</b>			781-878-1500	
<b>CONTACT</b>			Matt Coulstring	
#	Qty	Description	Unit Price	Extension
1	1	Weld Coupon Abrasive Cutter	\$ 50,985.00	\$ 50,985.00
3	1	Plate Clamp Fixture: Side, Face, Root Bends	\$ 1,500.00	\$ 1,500.00
4	1	2" sch 160 Clamp Fixture MB for Face & Root Bends	\$ 1,500.00	\$ 1,500.00
5	1	6" sch 80 Clamp Fixture MB (4) 3/8" Side Bends (6G)	\$ 1,500.00	\$ 1,500.00
6	100	Abrasive Cutting Wheel 20 x 1 / 8 x 1 AH XA3018RS-FS6	\$ 30.50	\$ 3,050.00
7	1	Shipping and Handling	\$ 1,891.00	\$ 1,891.00
<b>TOTAL AMOUNT</b>			\$	60,426.00

**SOUTH TEXAS COLLEGE**  
**9. CASE MANAGEMENT SERVICES**

<b>NAME</b>			Valley Institute for Development and Advancement (VIDA)	
<b>ADDRESS</b>			417 S Ohio Ave	
<b>CITY/STATE/ZIP</b>			Mercedes, TX 78570	
<b>PHONE</b>			956-903-1900	
<b>CONTACT</b>			Irma Garcia	
#	Qty	Description	Unit Price	Extension
1	1	Case Management Services Period: 1/1/22 - 12/31/22	\$ 81,000.00	\$ 81,000.00
<b>TOTAL AMOUNT</b>			\$	81,000.00

SOUTH TEXAS COLLEGE  
10. DISTRICT WIDE TECHNOLOGY REQUEST  
JANUARY 25, 2022

<b>COMPUTERS</b>					
#	Qty	Description	Unit Price	Extension	Requesting Department
1	106	Dell OptiPlex 5090 Tower, Intel Core i7-10700, 16GB Memory	\$ 1,025.14	\$ 108,664.84	Arturo Solano - Learning Commons and Open Labs
		512GB Hard Drive, Intel Integrated Graphics, 22" Monitor, Warranty			Replacement of out of warranty systems for student lab
		<b>COMPUTER TOTAL</b>		<b>\$ 108,664.84</b>	
<b>LAPTOPS</b>					
2	1	Laptop Latitude 7320 DTBL, BTX, 11th Gen Intel Core i5-1140G7, 8GB Memory	\$ 2,149.40	\$ 2,149.40	Ali Esmaili - Bachelor of Applied Technology/Science
		256GB Hard Drive, AX201 WLAN Driver+ Bluetooth, Detachable Keyboard, Warranty			New systems for student lab
3	7	Laptop Mobile Precision 7560 CTO, Intel Core Processor i7-11800H, 32GB Memory,	\$ 3,053.95	\$ 21,377.65	Adolfo Lozano - Information Technology Program
		1TB Hard Drive, NVIDIA RTX A4000 w/8GB, Docking Station, Warranty			Replacement of obsolete systems for department faculty
4	1	Laptop Latitude Bundle 5420 BTX Base, Intel Core i5-1145G7, 8GB Memory,	\$ 1,233.98	\$ 1,233.98	Gabriel Pena - Respiratory Therapy Program
		256GB Hard Drive, Intel Iris Xe Graphics, Keyboard and Mouse, Docking Station, Warranty			Replacement of outdated system for department faculty
5	12	Laptop Latitude Bundle 5420 BTX Base, Intel Core i5-1145G7, 8GB Memory,	\$ 1,233.98	\$ 14,807.76	Myriam Lopez - (HEERF Institutional Award) for Cashiers Office
		256GB Hard Drive, Intel Iris Xe Graphics, Keyboard and Mouse, Docking Station, Warranty			(Norma Jimenez)
					New systems for department staff
6	1	Laptop Latitude Bundle 5420 BTX Base, Intel Core i5-1145G7, 8GB Memory,	\$ 1,233.98	\$ 1,233.98	Enriqueta Cortez - Chemistry Program
		256GB Hard Drive, Intel Iris Xe Graphics, Keyboard and Mouse, Docking Station, Warranty			Replacement of outdated system for department faculty
		<b>LAPTOP TOTAL</b>		<b>\$ 40,802.77</b>	
<b>TABLETS</b>					
7	2	Apple 12.9 inch iPad Pro, 256GB Memory, Gray, USB-C Charge Cable, 20W USB-C	\$ 1,278.00	\$ 2,556.00	Juan Galvan - Admin Allowance-Pell (Financial Aid)
		Power Adapter, 3 Year Apple warranty			New systems for student lab
		<b>TABLET TOTAL</b>		<b>\$ 2,556.00</b>	
		<b>COMPUTER/LAPTOP/TABLET TOTAL</b>		<b>\$ 152,023.61</b>	



**SOUTH TEXAS COLLEGE**  
**11. ON-DEMAND SUBSCRIPTION SERVICES**

<b>NAME</b>			Ellucian Company, LP. through Texas A&M University - Corpus Christi acting by and through the State of Texas Department of Information Resources (DIR) for Texas Connection Consortium (TCC)	
<b>ADDRESS</b>			4375 Fair Lakes Ct	
<b>CITY/STATE/ZIP</b>			Fairfax, VA 22033	
<b>PHONE</b>			610-578-7358	
<b>CONTACT</b>			Barry Beasley	
#	Qty	Description	Unit Price	Extension
1	1	On-Demand Training - Institutional Unlimited Named Users Period: 2/1/22 - 1/31/23	\$ 28,218.00	\$ 28,218.00
<b>TOTAL AMOUNT</b>			\$	28,218.00

**SOUTH TEXAS COLLEGE  
12. ONLINE TUTORING SERVICE AGREEMENT**

<b>NAME</b>			Upswing International, Inc.	
<b>ADDRESS</b>			P O Box 926	
<b>CITY/STATE/ZIP</b>			Durham, NC 27702	
<b>PHONE</b>			844-879-8779	
<b>CONTACT</b>			Nina Baltierra	
#	Qty	Description	Unit Price	Extension
1	1	Professional Upswing Tutoring Hours 24/7 Tutoring Hours with Professional Upswing Coaches Period: 1/8/22 - 8/31/22 Hours: 3,000	\$ 72,000.00	\$ 72,000.00
<b>TOTAL AMOUNT</b>			\$	72,000.00

**SOUTH TEXAS COLLEGE**

**13. RED HAT LICENSES MAINTENANCE AND SUPPORT AGREEMENT**

<b>NAME</b>			Netsync Network Solutions	
<b>ADDRESS</b>			2500 W Loop S Ste 410	
<b>CITY/STATE/ZIP</b>			Houston, TX 77027	
<b>PHONE</b>			832-606-0643	
<b>CONTACT</b>			Cory Hopf	
<b>#</b>	<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extension</b>
1	1,674	Red Hat Enterprise Linux Academic Site Subscription with Smart Management + Satellite, Premium (Server, Desktop, Workstation, POWER, HPC, per FTE) Red Hat# RH01155RN Period: 2/10/22 - 2/9/23	\$ 42.09	\$ 70,458.66
<b>TOTAL AMOUNT</b>			\$	70,458.66

**SOUTH TEXAS COLLEGE**  
**14. SUPPORT SERVICES AGREEMENT**

<b>NAME</b>			Ellucian Company, LP. through Texas A&M University - Corpus Christi acting by and through the State of Texas Department of Information Resources (DIR) for Texas Connection Consortium (TCC)	
<b>ADDRESS</b>			4375 Fair Lakes Ct	
<b>CITY/STATE/ZIP</b>			Fairfax, VA 22033	
<b>PHONE</b>			610-578-7358	
<b>CONTACT</b>			Barry Beasley	
#	Qty	Description	Unit Price	Extension
1	1	Support Services Agreement - Extended Hours Plan 24/7 Support Period: 9/1/21 - 8/31/22	\$ 30,278.00	\$ 30,278.00
<b>TOTAL AMOUNT</b>			\$	30,278.00

**This page intentionally left blank**

## **Presentation and Action as Necessary Regarding Acceptance of South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2021**

Acceptance of the South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2021 will be requested at the January 25, 2022 Board of Trustees meeting.

Purpose - The [Code of Criminal Procedure Article 2.131-2.138](#) requires Chief Administrators of law enforcement agencies to submit the racial profiling reports to their governing body, in addition to the Texas Commission on Law Enforcement (TCOLE).

Justification - During calendar year 2021, the South Texas College Department of Public Safety conducted traffic stops within its jurisdiction in accordance with Texas Education Code section 51.203.

Background - Pursuant to Texas Occupations Code 1701.164, TCOLE is required to collect incident-based data, including racial profiling reports based upon vehicle traffic stops, in accordance with the [Code of Criminal Procedure Article 2.131-2.138](#). Chief Administrators of law enforcement agencies must submit the racial profiling reports to their governing body and TCOLE.

The Code of Criminal Procedure Article 2.132 is shown below:

Title 1. Code Of Criminal Procedure, Chapter 2. General Duties Of Officers, Art. 2.132. Law Enforcement Policy On Racial Profiling.

- (7) Require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - (A) The Texas Commission on Law Enforcement; and
  - (B) The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Explanation of Report Statistics - Additional information on the Racial Profiling Report is as follows:

- Race or Ethnicity known prior to stop

Traffic stops are conducted when a police officer observes an infraction and pulls over the vehicle to speak with the driver. Since infractions are normally observed when the police officer is behind the vehicle committing the infraction, the police officer is unaware of the ethnicity of the driver until the driver is approached.

The example of how to file a Racial Profiling Report on the Texas Commission on Law Enforcement (TCOLE) website shows a zero in the section to identify traffic stops in which the officer was aware of the ethnicity of the driver before the traffic

stop was made. South Texas College police officers receive training in traffic stops and the racial profiling prohibition. The statistics of those who are stopped by South Texas College Police documents that the ethnicity is in line with the population of the College and the Rio Grande Valley and that there is no racial profiling being conducted.

- Search Conducted

There were no searches conducted during calendar year 2021.

- Street address or approximate location of the stop

Texas state law requires police officers to take action when they observe a danger to the public. The traffic stops on city streets were conducted when the officers observed violations that were a threat to the safety of the public, including driving to endanger and proceeding through red lights when required to stop. The traffic stops are as follows:

Description	Year 2020 Stops Conducted	Year 2021 Stops Conducted
Stops conducted adjacent to campuses on streets paralleling the campus to address safety threats to students	27	32
Stops conducted on entering/ leaving campuses - driving infractions on college property	15	12
Stops conducted on public roadways where violations posted a liable danger to public safety	17	15
<b>Total</b>	<b>59</b>	<b>59</b>

There has been a decrease in traffic stops the last two years as compared to FY 2019 due to less traffic violations on the roadways surrounding the South Texas College campuses due to the on-going pandemic. In addition, the Department of Public Safety focused their efforts on enforcing the COVID-19 safety measures on campus. Traffic stops are being conducted to proactively keep students, faculty, staff, and visitors safe. Ruben Suarez, Chief of Police for the Department of Public Safety, advised that most of the violators are non-students, which confirms the importance of keeping the neighborhood around campus safe. Below is a breakdown of the stops conducted by the different categories as follows:

Description	Year 2020 Stops Conducted	Year 2021 Stops Conducted
Red Light	19	15
Speeding	14	15

<b>Description</b>	<b>Year 2020 Stops Conducted</b>	<b>Year 2021 Stops Conducted</b>
Disregard Traffic Signal	1	5
Turned Where Prohibited	1	-
Failure to Stop/ Stop at Sign	3	6
Unsafe Lane Change	2	4
No Class M DL/No DL	1	1
No Turn Signal	1	-
Failure to Yield	2	-
Driving Wrong Way	1	-
Driving on Wrong Side	-	1
Passing School Bus	1	-
Driving w/o Lights when Lights are Required	6	12
Following too Closely	1	-
Verbal	6	-
<b>Total</b>	<b>59</b>	<b>59</b>

Reviewers - The Vice President for Finance and Administrative Services and the Chief of Police for the Department of Public Safety have reviewed the information being presented.

Enclosed Documents - The South Texas College Department of Public Safety Racial Profiling Report for calendar year 2021 and the Comparative Analysis follow in the packet for the Committee's information and review.

The state would utilize this report in any investigation of a complaint of racial profiling against a law enforcement agency. The South Texas College Department of Public Safety has received no racial profiling complaints.

Ruben Suarez, South Texas College Chief of Police for the Department of Public Safety, will be present at the Committee Meeting to respond to questions.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the January 25, 2022 Board meeting, acceptance of the South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2021 as presented.



# Racial Profiling Report | Full

---

Agency Name: South Texas College Department of Public Safety  
Reporting Date: 01/11/2022  
TCOLE Agency Number: 215006

Chief Administrator: RUBEN SUAREZ

Agency Contact Information:  
Phone: (956) 872-2589  
Email: rsuarez8@southtexascollege.edu

Mailing Address:  
2509 PECAN BLVD  
MCALLEN, TX 78501

This Agency filed a full report

South Texas College Department of Public Safety has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the South Texas College Department of Public Safety from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the South Texas College Department of Public Safety if the individual believes that a peace officer employed by the South Texas College Department of Public Safety has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the South Texas College Department of Public Safety who, after an investigation, is shown to have engaged in racial profiling in violation of the South Texas College Department of Public Safety policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The South Texas College Department of Public Safety has satisfied the statutory data audit requirements as prescribed

in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: RENE F. AVENDANO  
Police Sergeant

Date: 01/11/2022

# Total stops: 59

---

## Street address or approximate location of the stop

City street	49
US highway	5
County road	0
State highway	0
Private property or other	5

## Was race or ethnicity known prior to stop?

Yes	0
No	59

## Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	0
White	25
Hispanic / Latino	32

## Gender

<b>Female</b>	<b>24</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	10
Hispanic / Latino	14
<b>Male</b>	<b>35</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	0
White	16
Hispanic / Latino	17

## Reason for stop?

<b>Violation of law</b>	<b>6</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2

Hispanic / Latino	4
<b>Preexisting knowledge</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Moving traffic violation</b>	<b>41</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	0
White	15
Hispanic / Latino	24
<b>Vehicle traffic violation</b>	<b>12</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	8
<b>Was a search conducted?</b>	
<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>No</b>	<b>59</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Reason for Search?</b>	
<b>Consent</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
<b>Contraband</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
<b>Probable</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
<b>Inventory</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
<b>Incident to arrest</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
<b>Was Contraband discovered?</b>			
<b>Yes</b>	<b>0</b>	<b>Did the finding result in arrest?</b>	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
<b>No</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		

<b>Description of contraband</b>	
<b>Drugs</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Weapons</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Currency</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Alcohol</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Stolen property</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Other</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Result of the stop</b>	
Verbal warning	<b>0</b>

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Written warning</b>	<b>45</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	0
White	22
Hispanic / Latino	21
<b>Citation</b>	<b>14</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	3
Hispanic / Latino	11
<b>Written warning and arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Citation and arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest based on</b>	
<b>Violation of Penal Code</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
<b>Violation of Traffic Law</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Violation of City Ordinance</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Outstanding Warrant</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Was physical force resulting in bodily injury used during stop?**

<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Resulting in Bodily Injury To:</b>	
Suspect	0
Officer	0
Both	0
<b>No</b>	<b>59</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0



**Number of complaints of racial profiling**

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

**Comparative Analysis**

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

**Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

# South Texas College Department of Public Safety

## 2021 Racial Profiling Report Comparative Analysis

Traffic Stops			College Students		
Ethnicity	Population	Percentage	Ethnicity	Population	Percentage
Alaska/Native American/Indian	0	0.00%	Alaska/Native American/Indian	23	0.08%
Asian/Pacific Islander	2	3.39%	Asian/Pacific Islander	206	0.71%
Black	0	0.00%	Black	126	0.43%
White	25	42.37%	White	680	2.33%
Hispanic/Latino	32	54.24%	Hispanic/Latino	27,769	95.22%
Other	0	0.00%	Other	359	1.23%
Total	59	100.00%	Total	29163	100.00%

No person has filed a complaint of racial discrimination for a traffic stop since the department's inception in 2012.

Ruben Suarez

Chief of Police for the South Texas College Department of Public Safety

**This page intentionally left blank**

### **Discussion and Action as Necessary on Ratification of COVID-19 Testing Services Agreement**

Approval on ratification of COVID-19 testing services agreement will be requested at the January 25, 2022 Board meeting.

Purpose – As the College begins the Spring 2022 semester, the College is faced in responding to a new COVID-19 variant, Omicron and the associated surge in positive cases. With the students, employees, and community's in mind, and at the direction of the College President, College staff researched and solicited vendors to enter into an agreement to provide COVID-19 testing on the College campuses.

Justification – The College continues to respond and incorporate safety measures to mitigate the spread of the virus. Testing for the virus is a critical component to help reduce the spread of COVID-19. Testing individuals with symptoms or those who may have been exposed to a person with COVID-19 helps identify people who may need medical care in a timely fashion and enables individuals that test positive to isolate themselves and take appropriate safety measures for their health.

Background – The College is working on entering into an agreement a COVID-19 test provider to administer COVID-19 rapid antigen and polymerase chain reaction (PCR) tests. Test sites will be located on the College campuses and be offered to employees, students, and the public. Hours of operation will be determined by the College and adjusted, as necessary. There is no cost to employees, students, or the public for either the rapid antigen or PCR test.

At the time of publication of the Finance, Audit, and Human Resources Committee packet, the agreement has not been finalized. Administration will provide and request ratification of executed agreement at the January 25, 2022 Board meeting.

Mary Elizondo, Vice President of Finance and Administrative Services will be present at to address any questions by the Committee.

It is requested the Finance, Audit, and Human Resources Committee recommended Board approval at the January 25, 2022 Board meeting, on the ratification of COVID-19 testing services agreement as presented.