South Texas College
Board of Trustees
Finance, Audit, and Human Resources Committee
Ann Richards Administration Building A, Conference Room A 142
Pecan Campus, McAllen, Texas
Tuesday, July 11, 2023 @ 5:00 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."

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A. Award of Proposal
   1) Campus Dining and Food Truck Services – III (Award)
   2) Childcare Services (Award) – Grant Funded
   3) General Purpose Printing (Award)
   4) Ground Maintenance (Award)
   5) Library Materials (Award)
   6) Purchase of Welding Equipment (Award)
   7) Virtual Reality Welding Training Simulator – II (Award) – Grant Funded

B. Purchases and Renewals
   a. Instructional Items
      8) Classroom Instructional Podiums (Purchase) – Grant Funded
      9) Online Prep Study Guides and Questions (Purchase)
   b. Non-Instructional Items
      10) Air Conditioning Filters and Installation (Purchase)

11) Building Automation Control Equipment, Parts, and Equipment Maintenance (Purchase)
12) Chiller Chemicals and Maintenance (Purchase)
13) Heating, Ventilation, and Air Conditioning (HVAC) Related Services (Purchase)
14) Parts and Supplies (Purchase)
15) Software Training Services Agreements (Purchase) – Partially – Grant Funded
16) Commercial Card Services (Accounts Payable Card) (Renewal)
17) Elevator Maintenance Agreement (Renewal)

c. Technology Items
18) Computers, Laptops, and Tablets, (Purchase)
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VI. Discussion and Action as Necessary to Implement a Four-and-a-Half-Day Work Week Schedule for Fiscal Year 2024 and to Include a Summer Schedule Period of a 36-Hour Work Week 113-114

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Approval of June 12, 2023 Finance, Audit, and Human Resources Committee Minutes

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of June 12, 2023, are presented for Committee approval.

South Texas College
Board of Trustees
Finance, Audit, and Human Resources Committee
Ann Richards Administration Building Conference Room A 1.42
Pecan Campus, McAllen, Texas
Monday, June 12, 2023 @ 5:00 p.m.

Minutes

The Finance, Audit, and Human Resources Committee Meeting was held on Monday, June 12, 2023 in the Ann Richards Administration Building Conference Room A 1.42 at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:24 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, Mrs. Victoria Cantu, and Mrs. Dalinda Gonzalez-Alcantar

Members absent: None

Also present: Dr. Ricardo J. Solis, Mrs. Mary Elizondo, Dr. David Plummer, Mr. Matthew Hebbard, Mrs. Rebecca Cavazos, Mrs. Myriam Lopez, Dr. Zachary Suarez, Mr. Rick De La Garza, Ms. Alina Cantu, Mr. Daniel Montez, Jr., Mr. Khalil Abdullah, Mrs. Gardenia Perez, Mr. Bobby Villarreal, Mr. Tom Logan, Dr. Miguel De Los Santos, Ms. Luz Cadena, and Mr. Andrew Fish.

Approval of May 9, 2023 Finance, Audit, and Human Resources Committee Minutes

Prior to the meeting, Dr. Alejo Salinas, Jr. noted that the Minutes for the May 9, 2023 meeting mistakenly listed Mr. Paul R. Rodriguez as present instead of being absent, and mistakenly listed Ms. Rose Benavidez and Mrs. Dalinda Gonzalez-Alcantar as being absent, when they were in attendance as non-committee members. These Minutes were corrected prior to the meeting, and the revised Minutes were presented for the Committee's consideration.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo salinas, Jr., the Minutes for the Finance, Audit, and Human Resources Committee Meeting of May 9, 2023, were approved as corrected. The motion carried.

Review and Discussion as Necessary on Proposal to Cash Defease (Pay Off) the South Texas College Limited Taxable Refunding Bonds, Series 2020

Purpose and Justification – Administration requested the Committee recommend Board approval on the proposal to cash defease (pay off) the South Texas College Limited Taxable Refunding Bonds, Series 2020 (LTR Bond 2020) using the Interest and Sinking Cash Fund Balance.

Background - The College's financial advisors, Estrada Hinojosa & Company, Inc., reviewed with the College staff the option to utilize $9,035,900 of the Interest and Sinking (I&S) reserve to defease the LRT Bond 2020 debt for the fiscal year 2033 and 2034. The bond defeasement was an opportunity for the College to decrease the bond debt payments and also to decrease the I&S and overall tax rate for fiscal year 2033 and 2034.

The option presented also included the use of $2,022,999 in the FY 2023-2024 Levy 2023 Truth in Taxation calculation to maintain the same Interest and Sinking Taxable Rate (I&S rate .0227) as FY 2022-2023. In addition, these options would allow the College to reduce the current I&S reserve balance to a standard level.

All associated bond defeasement costs, such as the financial advisor and paying agent fees, would be charged to the I&S Fund.

Reviewers - The Vice President for Finance and Administrative Services and Business Office Staff have reviewed the information being presented.

Enclosed Documents – A presentation, which included a rationale description and a defeasement analysis worksheet submitted by Estrada Hinojosa & Company, followed in the packet for the Committee's review and information.

Estrada Hinojosa & Company attended the Committee Meeting to review the defeasement of LTR Bond 2020 and address any questions.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Committee recommended Board approval of the proposal to cash defease (pay off) the South Texas College Limited Taxable Refunding Bonds, Series 2020 (LTR Bond 2020) using the Interest and Sinking Cash Fund Balance, as presented. The motion carried.

Review and Discussion on the Operation of the Jag Express Transportation Services

Mary Elizondo, Vice President for Finance and Administrative Services, reviewed the operation of the Jag Express Transportation Services for Fiscal Year 2023 – 2024 with the Committee.

Background – The Interlocal Agreement for Transportation Services between STC and the LRGVDC provides transportation services to STC students. The Interlocal Agreement was intended to establish a district-wide intercampus bus route to serve the College campuses. The bus routes benefit students, faculty, and staff of South Texas College by facilitating access to the College and its educational programs.

Below is a duplicated count of student ridership by bus route.

Ridership Routes	FY 18 - 19	FY 19 – 20	FY 20 - 21	FY 21 - 22	FY 22 - 23[1]
Yellow Line	24,035	13,289	595	1,483	1,759
Park & Ride[2]	20,870	18,070	0	0	0
Green Line (Starr Campus to Pecan)	13,925	7,379	831	2,114	1,801
Green Line (Route 60-Roma)	6,180	4,278	90	1,376	1,914
Purple Line[3] (Mid Valley to NAH)	7,517	4,267	38	0	0
Total	**72,527**	**47,283**	**1,554**	**4,973**	**5,474**

[1]FY 2023 Ridership as of April 2023
[2]Service ended March 2020 and did not resume after FY 2019 - 2020
[3]Cancelled October 2020

Below is a summary of the costs.

	Current Agreement			Alternate Option	Cost Difference
	Total Operating Cost	**Cost to LRGVDC**	**Cost to STC**	**Cost to STC**	
Green Line – Roma/Rio Grande					
Total Cost	$393,898			$0	
Grant Reimbursement	229,080			0	
Net STC Cost	$164,818	$0	$164,818	$0	($164,818)
Yellow Line – McAllen 3 Campuses					
Total Cost	$240,500			$240,500	
Grant Reimbursement	133,119			133,119	
Net STC Cost	$107,381	$0	$107,381	$107,381	$0
Both Lines					
Total Cost	$634,398			$240,500	
Grant Reimbursement	362,199			$133,119	
Net STC Cost	$272,199	$0	$272,199	$107,381	($164,818)

Current Interlocal Agreement for Fiscal Year 2022 - 2023

The current Interlocal Agreement with LRGVDC included the net STC cost payments listed below to the LRGVDC for the following routes:

Route	Net STC Cost
Green Line 1 (Starr County Campus to Pecan Campus)	$93,894
Green Line Route 60 (Roma)	70,924
Total	$164,818

In addition, LRGVDC reimbursed the College $133,119, which constituted 50% of operating costs and 80% of maintenance costs for operating the College's Yellow Line (Circular) routes connecting the Pecan Campus, Technology Campus, and Nursing and Allied Health Campus. The net cost to STC, after considering the LRGVDC reimbursement, was $107,381. The grand total was $272,199.

Alternate Option for Fiscal Year 2023 - 2024

Below is an alternate option for Jag Express Transportation for Fiscal Year 2023 -2024:

- Cancel both the Green Line 1 (Starr County Campus to Pecan Campus) and the Green Line Route 60 (Roma) and continue the interlocal agreement with LRGVDC for only the Yellow Line transportation routes.

  This would eliminate the payments to LRGVDC for the operating costs net of the grant reimbursement. The estimated STC net cost will decrease by $164,818 if both Green Lines are discontinued.

LRGVDC Fiscal Year 2023 - 2024 Interlocal Agreement

The Interlocal Agreement for Transportation Services between South Texas College (STC) and Lower Rio Grande Valley Development Council (LRGVDC) for Fiscal Year 2023 - 2024 would be presented in July 2023 for approval in accordance with the Committee recommendations.

Funding Source - Funds for this expenditure would be budgeted in the Student Transportation Services budget for Fiscal Year 2023 – 2024.

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

Mary Elizondo, Vice President of Finance and Administrative Services, Matthew Hebbard, Vice President for Student Affairs and Enrollment Management, Ruben Suarez, Chief of Police for the Department of Public Safety, Alina O. Cantu, Public Safety and Transportation Services Manager, and Tom Logan from Lower Rio Grande Valley Development Council attended the Committee Meeting to address any questions.

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

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

Purpose and Justification – Administration requested the Committee recommend Board approval of the following award of proposals, purchases, renewals, and interlocal agreement.

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

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Committee recommended Board approval of the award of proposals, purchases, renewals, and interlocal agreement at a total cost of $2,820,111.83 as listed below:

A. Award of Proposals

1) **Books and Educational Materials (Award) – Grant Funded:** award the proposal for books and educational materials for the period beginning August 27, 2023 through August 26, 2024 with two one-year options to renew, at an estimated total amount of $450,000.00, which is based on year expenditures. The vendors are as follows:

Vendor (City/State)	Vendor (City/State)
Assessment Technologies Institute, Inc. (Leawood, KS)	**Cengage Group** (Farmington Hills, MI)
Central Programs, Inc./ dba Gumdrop Books (Bethany, MO)	**Complete Book & Media Supply, LLC.** (Cedar Park, TX)
Frogstreet Press, LLC. (Southlake, TX)	**Gateway Printing & Office Supply, Inc.** (Edinburg, TX)
Hurst Review Services (Brookhaven, MS)	**Kaplan Early Learning Company** (Lewisville, NC)

2) **Network Cabling and Equipment Installation Services (Award):** award the proposal for network cabling and equipment installation services for the period beginning July 26, 2023 through July 25, 2024 with two one-year options to renew, at an estimated total amount of $70,000.00, which is based on prior year expenditures. The vendors are as follows:

Primary	**Telepro Communications** (Mission, TX)
Secondary	**BridgeNet Communications, LLC.** (Donna, TX)

3) **Starr County Campus Building E – Analog to Digital Audio Visual Upgrade (Award) – Grant Funded:** award the proposal for the Starr County Campus Building E – analog to digital audio visual upgrade to **Audio Visual Aids** (San Antonio, TX), at a total amount of $369,898.78;

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

4) **Automotive Equipment and Supplies (Purchase):** purchase automotive equipment and supplies from **O'Reilly Auto Parts** (McAllen, TX), The Interlocal Purchasing

System (TIPS) approved vendor, for the period beginning September 1, 2022 through August 31, 2023, at an estimated total amount of $80,000.00;

5) **Welding Equipment (Purchase):** purchasing welding equipment from **Airgas USA, LLC.** (McAllen, TX), a State of Texas Comptroller – Purchasing Texas Smart Buy approved vendor, at a total amount of $51,429.90;
6) **Graduation Facility Lease Agreement (Lease/Purchase):** lease/purchase of a graduation facility lease agreement with **Vipers Arena, LLC. / dba Bert Ogden Arena** (Edinburg, TX), a sole source vendor, for the period beginning at 8:00 p.m. Friday, December 8, 2023, through midnight Saturday, December 9, 2023, at an estimated total amount of $40,000,00;

C. Purchases and Renewals (C-b. Non-Instructional Items)

7) **Data Projectors (Purchase):** purchase data projectors from **Howard Technology Solutions** (Laurel, MS), a Texas Association of School Boards – Buyboard approved vendor, at a total amount of $66,688.00;
8) **Campus Dining and Food Trucks – II (Renewal):** renew the campus dining and food trucks contract with **Atencion Selecta, LLC./ dba Teresita's** (Edinburg, TX) for the period beginning August 22, 2023, through August 21, 2024, with 0% commission:
9) **Campus Dining and Food Trucks – II (Renewal):** renew the campus dining and food trucks contract with **Laredo Comidas, LLC./ dba Taco Palenque** (Laredo, TX) for the period beginning September 1, 2023 through August 31, 2024, with 0% commission;
10) **Mail Services (Renewal):** renew the mail services contract with **Upper Valley Mail Services, LLC.** (McAllen, TX), for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $60,000.00, which is based on prior year expenditures;
11) **Maintenance and Repair Parts, Materials, and Supplies (Renewal):** renew the maintenance and repair parts, materials, and supplies contracts for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $500,000.00, which is based on prior year expenditures. The vendors are as follows:

Vendor (City/State)	Vendor (City/State)
Architectural Division 8 (Harlingen, TX)	**Burton Companies** (Weslaco, TX)
Bush Supply Company (Edinburg, TX)	**Carrier Enterprise, LLC.** (Houston, TX
CC Distributors, Inc. (Corpus Christi, TX)	**Central Plumbing & Electric Supply** (Weslaco, TX)
Crawford Electric (Mission, TX)	**Dealers Electrical Supply** (McAllen, TX)
Door Control Services, a DH Pace Company (Ben Wheeler, TX)	**Facility Solutions Group** (Harlingen, TX)
Fairway Supply, Inc. (Austin, TX)	**Fastenal Company** (McAllen, TX)
Guthries Locksmith & Safe Shop (McAllen, TX)	**Industrial Supplier Larey, Inc./ dba International Industrial Supply, Co.** (Brownsville, TX)

Vendor (City/State)	Vendor (City/State)
Johnstone Supply (Pharr, TX)	**Lopez Brothers Distribution, LLC./ dba Interstate Battery System of the Rio Grande Valley** (McAllen, TX)
Luna Glass, Inc. (McAllen, TX)	**MSC Industrial Supply, Co.** (Harlingen, TX)
PPF Architectural Finishes, Inc. (McAllen, TX)	**R. E. Friedrichs Company** (Pharr, TX)
Standard Supply (McAllen, TX)	**The Sherwin Williams Company** (McAllen, TX)
Valley Armature & Electric Co., LLC. (Edinburg, TX)	

12) **Mass Notification System Agreement (Renewal):** renew the mass notification system agreement with **Rave Mobile Safety** (Framingham, MA), The Interlocal Purchasing System (TIPS) purchasing cooperative approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at a total amount of $62,570.65;

13) **Promotional Items for Student Outreach (Renewal):** renew the promotional items for student outreach contracts for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $150,000.00, which is based on prior year expenditures. The vendors are as follows:

Vendor (City/State)	Vendor (City/State)
4 Imprint, Inc. (Oshkosh, WI)	**Authentic Promotions.com** (Carmichael, CA)
Imprezos Pro Uniforms, LLC. (Pharr, TX)	**Promo Masters** (Alton, TX)
Promo Universal, LLC. (Corpus Christi, TX)	

14) **Promotional T-Shirts for Student Outreach (Renewal):** renew the promotional t-shirts for student outreach contracts for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $175,000.00, which is based on prior year expenditures. The vendors are as follows:

Vendor (City/State)	Vendor (City/State)
Ad-Wear & Specialty of Texas, Inc. (Houston, TX)	**Authentic Promotions.com** (Carmichael, CA)
Exclusive Decals & Screenprinting (Alton, TX)	**Imprezos Pro Uniforms, LLC.** (Pharr, TX)

15) **Science Laboratory Supplies (Renewal):** renew the science laboratory supplies contracts for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $350,000.00, which is based on prior year expenditures. The vendors are as follows:

Vendor (City/State)	Vendor (City/State)
Anatomical Worldwide, LLC. / dba Anatomy Warehouse (Evanston, IL)	**Bio-Rad Laboratories, Inc.** (Hercules, CA)
Carolina Biological Supply, Co. (Burlington, NC)	**Fisher Scientific, Co. LLC.** (Hanover Park, IL)
Flinn Scientific, Inc. (Batavia, IL)	**Jameco Electronics** (Belmont, CA)
PASCO Scientific (Roseville, CA)	**VWR International, LLC.** (Radnor, PA)

16) **Travel Services (Renewal):** renew the travel services contract with **Echo Travel Agency** (Edinburg, TX) for the period beginning September 1, 2023 through August 31, 2024, at a service fee of $35.00 per airline ticket;

C. Purchases and Renewals (C-c. Technology Items)

17) **Computers, Laptops, Tablets, and Monitors (Purchase):** purchase computers, laptops, tablets, and Monitors from the State of Texas Department of Information Resources (DIR) approved vendors **Dell Marketing, LP.** (Dallas, TX) at $307,322.70 and **Apple, Inc.** (Dallas, TX) at $22,030.00 for a total of $329,352.70;
18) **Software License Agreement (Renewal):** renew the software license agreement with **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning June 14, 2023 through June 13, 2024, at a total amount of $46,921.80;

C. Interlocal Agreement

19) **Professional Development Services Agreement (Renewal):** renew the professional development services agreement with **Region One Education Service Center** (Edinburg, TX) through an interlocal agreement for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $18,250.00.

The motion carried.

Review and Recommend Action to Write-off Capital Assets Valued at $5,000 and Over

Purpose and Justification – Administration requested the Committee recommend Board approval to write-off capital assets valued at $5,000 and over for software/licenses that were no longer in use or were not renewed. These assets totaling $821,564.72 would be removed, as applicable, from the College's inventory system and general ledger.

Background - As per Policy #5130: Fixed Assets, the capital assets value and associated accumulated depreciation would be written off from the College's general ledger, and the reduction would be reflected on the Comprehensive Annual Financial Report as of August 31, 2023.

Reviewers – These assets were reviewed by the end-user, who determined that these software/licenses are no longer in use; therefore, they needed to be removed from the financial manager's physical inventory report.

Enclosed Documents - A listing of the capital assets valued at $5,000 and over was provided in the packet for the Committee's information and review.

Mary Elizondo, Vice President for Finance and Administrative Services, and Becky Cavazos, Director of Purchasing, attended the Committee meeting to address any questions.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Committee recommended Board approval to write off capital assets valued at $5,000 and over and for these assets to be removed from the College's inventory and general ledger as presented. The motion carried.

Review and Recommend Action on Unrestricted Fund Balance Designations as of August 31, 2023

Purpose and Justification – Administration requested the Committee recommend Board approval of the Unrestricted Fund Balance Designations as of August 31, 2023, to increase the Unrestricted Fund Balance Designations for the Enterprise Resource Planning (ERP) System.

The Unrestricted Fund Balance Designations represent the College's intended future use of available resources and must be approved by the Board of Trustees. The amounts approved as Unrestricted Fund Balance Designations appear on the College's Annual Comprehensive Financial Report.

Background – As of August 31, 2022, the total fund balance in the Unrestricted Fund was $122,750,195, which included the Board designated amount of $37,399,942. The total designations of $37,399,942 included the following:

Increase the Unrestricted Fund Balance Designations for the ERP System

Management proposed to increase the Unrestricted Fund Balance designations in the amount of $5,000,000 in Fiscal Year 2022 - 2023 for the College's new ERP System and infrastructure maintenance and renewal. This recommendation was presented because the acquisition of a new ERP system with updated technological features will be necessary for the future. The College must be prepared to fund a high-cost ERP system.

Including the proposed additional fund balance designations for the fiscal year 2022 – 2023, the total designation as of August 31, 2023, would be $42,399,942, as follows.

Summary of Fund Balance Designations ERP Fund Balance Increase			
Fund Balance Designations Per Category	**Current FY 2021-2022**	**Proposed FY 2022- 2023**	**Increase/ (Decrease)**
Employee Health Insurance Premiums Due to Rising Costs of Employee Health Insurance and Uncertainty of Continued State Funding	$7,500,000	$7,500,000	$-
Enterprise Resource Planning (ERP) System Procurement and Infrastructure Maintenance & Renewal	20,000,000	25,000,000	5,000,000
Facilities Deferred Maintenance	3,899,942	3,899,942	-
Business Continuity and Disaster Plan	6,000,000	6,000,000	-
Total Fund Balance Designation as of August 31	**$37,399,942**	**$42,399,942**	**$5,000,000**

As reflected below, as of August 31, 2023, considering the FY 2022 – 2023 activity, the total estimated Unrestricted Fund Balance is $135,112,155, which represented approximately eight (8.7) months of budgeted expenditures. Per Policy CC – Annual Operating Budget, the College should maintain an Unrestricted Fund Balance sufficient to cover no less than three months of budgeted expenditures. After the completion of the FY 2022 – 2023 audit, management may propose an additional increase to the upgrade of the ERP system designation contingent on the final increase to the fund balance due to FY 2022 – 2023 activity, including the GASB liabilities.

Unrestricted Fund Balance			
	Undesignated Fund Balance	Designated Fund Balance	Estimated Total Fund Balance
Fund Balance – September 1, 2022	$85,350,253	$37,399,942	$122,750,195
FY 2022 – 2023 Additional Designation	(5,000,000)	5,000,000	-
Estimated Increase FY 2022 – 2023	12,361,960	-	12,361,960
Fund Balance – Projected August 31, 2023	**$92,712,213**	**$42,399,942**	**$135,112,155**

Unrestricted Months Expense in Reserve	
	Estimated Total Fund Balance
Adjusted Fund Balance	$135,112,155
# Months Expenses in Reserve	8.7 Months

Reviewers – The proposed increase to the Unrestricted Fund Balance Designations was reviewed by staff and President's Cabinet.

Enclosed Documents – A PowerPoint Presentation was provided in the packet for the Committee's information and review.

Mary Elizondo, Vice President for Finance and Administrative Services, presented the Unrestricted Fund Balance Designations as of August 31, 2023, for the Committee's review and discussion.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Committee recommended Board approval of the Unrestricted Fund Balance Designations as of August 31, 2023, as presented. The motion carried.

Discussion and Action as Necessary on Proposed Texas Association of School Boards Annual Salary Increases for Faculty and Non-Faculty Personnel and Proposed College's Request for New Positions and Other Adjustments for FY 2023 – 2024

Purpose and Justification – Administration requested the Committee recommend Board approval on proposed Texas Association of School Boards (TASB) annual salary increases for faculty and non-faculty personnel and proposed College's request for new positions and other adjustments for FY 2023 – 2024.

I. Proposed TASB Annual Salary Increases for Faculty and Non-Faculty Personnel

The proposed preliminary faculty salary increase for FY 2023 - 2024 was approximately $1,624,658 based on a 4% General Pay Increase (GPI) and associated projections.

The proposed preliminary non-faculty salary increase for FY 2023 - 2024 was approximately $2,907,682 based on a 4% GPI.

TASB provided the cost model as follows:

4% GPI Cost Model			
Pay Group	**GPI**	**Adjustments**	**Estimated Total Increase**
Faculty	$1,529,418	$95,240	$1,624,658
Executive Administrative Professional	964,919	423,111	1,388,030
Technology	157,728	51,813	209,541
Administrative Technical Support	681,909	180,336	862,245
Operations Support	372,112	75,754	447,866
Total	**$3,706,086**	**$826,254**	**$4,532,340**

II. Proposed College's New Positions and Other Adjustments

The Proposed College's New Positions and Other Adjustments for FY 2023 – 2024 were as follows:

Proposed College's New Positions and Other Adjustments (Unrestricted)	Amount	Funding Available	Impact on FY 23-24 Budget
A. New Critical Non-Faculty Positions (20)	$1,033,865	$0	$1,033,865
B. Funding of Selected Previously Frozen Positions (6)	265,714	77,989	187,725
C. Salary Adjustment of Vacant Non-Faculty Positions (4)	139,742	64,405	75,337
D. Reclassifications of Existing Positions with Salary Adjustments (12)	84,852	3,281	81,571
E. Pool Adjustments to Instructional Direct Wage Pools, Non-Faculty Temp Pools, and Trainer Pools (15)	1,044,067	922,565	121,502
Total	**$2,568,240**	**$1,068,240**	**$1,500,000**

The College proposed to fund a portion of the FY 2023 - 2024 salary budget changes from carryover allocations (fund balance). The use of funds from the fund balance would still allow the College to comply with the Unrestricted Fund Balance requirement since the College would exceed the minimum number of months in the reserve threshold.

Of the total proposed budget allocated to the unrestricted fund balance salary budget for FY 2023 – 2024, $3,105,608 would be funded by revenue increases in the Fiscal Year 2023 - 2024 budget, and $4,647,077 would be funded by the fund balance. The use of the fund balance would be reassessed after the anticipated increase in state appropriations is received.

The College would continue to maintain the required reserve of three (3) months of expenditures in the fund balance after this planned reduction.

Auxiliary and Restricted Positions

A total of three (3) new auxiliary positions were proposed to be added to align with the expansion of classrooms throughout the College.

A total of one (1) position under restricted funding was proposed to fund the institutionalization of a grant position. South Texas College would fund 25%, and the grant would fund 75%.

Auxiliary and Restricted Positions	Amount
Auxiliary Positions (3)	**$92,040**
Restricted Positions (1)	**82,764**
Net Salary Budget Increase for Auxiliary and Restricted Positions	**$174,804**

The proposed TASB annual salary increases and the proposed College's new positions and other adjustments for FY 2023 - 2024 were subject to the availability of funding and Board approval of the final budget. Additional modifications including reductions may be necessary prior to final approval by the Board and based on revised revenue projections, funding availability, and Board approval of the final budget.

Reviewers – Administration and staff reviewed the information being presented.

Enclosed Documents – A report listing the FY 2023 – 2024 proposed College's new positions and other adjustments was provided in the packet for the Committee's information and review.

Dr. Ricardo Solis, President, and Mary Elizondo, Vice President for Finance and Administrative Services, attended the Committee meeting to address any questions. Luz Cadena, Senior HR and Compensation Consultant, presented on the TASB Salary increases and was available to answer questions.

Upon a motion by Dr. Alejo Salinas, Jr. and a second by Mr. Paul R. Rodriguez, the Committee recommended Board approval of proposed Texas Association of School Boards (TASB) annual salary increases for faculty and non-faculty personnel and the proposed College's request for new positions and other adjustments for FY 2023 – 2024 as presented. The motion carried.

Review and Discussion of Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to FY 2022 – 2023 Amended Budget

VP Mary Elizondo provided the Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to the FY 2022 - 2023 amended budget for the Committee's information and review.

This was a preliminary plan for the next fiscal year that included the following assumptions:

Revenues:

- State appropriations revenue is based on the preliminary state allocation schedule. The final amount the College receives for state appropriations is expected to change upon approval of the recommendation from the Texas Commission on Community College Funding (TxCCCF) by the 88th Texas Legislature. The TxCCCF recommends to change the current state formula funding model to an outcomes-based formula methodology. This change would impact the amount of funding the College receives from the State in the upcoming biennium.

- Tuition and Fees revenue for FY 2023 - 2024 is based on projected enrollment of 17,166 traditional students, a 4.7% decrease from Fall 2022, and 10,200 dual enrollment tuition free students for Fall 2023. The tuition revenue projection is also based on the simplified tuition rate (STR) approved by the Board on March 28, 2023.

The simplified tuition rate incorporates In-District, Out-of-District Tuition, majority of the mandatory fees, Program Differential Tuition, and other selected fees into one rate per semester credit hour.

- M&O Property Tax revenue and Other Revenues for FY 2023 - 2024 are based on projections and trend analysis.

- The Higher Education Emergency Relief Fund (HEERF) Lost Revenue will be removed since the College must use the HEERF III Institutional Portion allocated to the College by June 2023.

- Carryover Allocations (fund balance) are based on the needs of the College. The College proposes to fund initiatives from fund balance in order to support the goals and objectives for FY 2023 – 2024. The use of funds from fund balance will still allow the College to comply with the Unrestricted Fund Balance requirement since the College will exceed the minimum number of months in reserve threshold. Options for the use of carryover allocations (fund balance) are presented in Exhibit 2.

Expenditures, Transfers and Reserves:

- The Salary and Benefits expenditure budgets for FY 2023 - 2024 reflect the estimated proposed changes recommended by the Texas Association of School Boards (TASB) and administration in Exhibit 1.

  Exhibit 2 shows two options regarding changes to the salary and benefit expenditure budgets for FY 2023 – 2024.

  The salary and benefits budget increases in Option 1 will not require the use of carryover allocations (fund balance) since the increase will be funded with FY 2023 – 2024 revenues.

  The salary and benefits budget increase in Option 2 will require the use of fund balance. Of the total proposed budget allocated to the unrestricted fund balance salary and benefits budget for FY 2023 – 2024, $3,105,608 will be funded by the revenue increases in the Fiscal Year 2023 - 2024 budget, and $4,647,077 will be funded by the fund balance. The use of the fund balance will be reassessed after the anticipated increase in state appropriations is received. The College will continue to maintain the required reserve of three (3) months of expenditures in the fund balance after this planned reduction.

  Additional modifications to salary expenditures including reductions may be necessary prior to final approval of the Staffing Plan by the Board and based on revised revenue projections and subject to the availability of funding and Board approval of the final budget.

- The Operating, Travel, Capital Outlay, and Transfers and Reserves expenditure budgets for FY 2023 – 2024 are based on the proposed requests from the College's departments in support of the initiatives for the upcoming fiscal year.

The Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to the FY 2022 – 2023 Amended Budget (Exhibit 1), the Carryover Allocation Funding Options (Exhibit 2), and the Preliminary Unrestricted Budget Summary for FY 2023 – 2024 presentation were provided in the packet for the Committee's review and information. In order to balance the unrestricted fund budget, the College would continue to monitor trends, update projections and adjust revenues and expenditures as needed.

Additional changes may be required to the budget revenue and expenditure projections, prior to final presentation to the Board based on revised revenue projections.

Mary Elizondo, Vice President for Finance and Administrative Services, presented the Preliminary Summary of Unrestricted Projected Budget for FY 2023 – 2024 for the Committee's review and discussion.

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

Review and Recommend Acceptance of Internal Audit Reports in the Areas of Title IX and Emergency Medical Services

Purpose and Justification – Administration requested the Committee recommend Board acceptance of the Internal Audit Reports in the Areas of Title IX and Emergency Medical Services after discussion of the procedures, findings, and recommendations conducted by Mr. Khalil Abdullah, Internal Auditor.

Background - Policy #5460: Internal Audit Function, states that it is the policy of the College to maintain an internal audit function to review and appraise business activities, integrity of records, and effectiveness of operations of the College in accordance with the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

Title IX of the Education Amendments of 1972 is a federal civil rights law that prohibits discrimination on the basis of sex in federally funded education programs and activities. All public and private elementary and secondary schools, school districts, colleges, and universities receiving federal financial assistance must comply with Title IX.

The Emergency Medical Services department audit was included in the FY 2023 Audit Plan and encompassed a review of the department's system of internal controls over areas such as Monitoring, Separation of Duties, Approval & Authorization, Safeguarding of Assets, and the establishment of a control conscience environment.

Enclosed Documents – The Internal Audit Reports were provided in the packet for the Committee's information and review.

Dr. Ricardo J. Solis, President, Mary Elizondo, Vice President for Finance and Administrative Services, and Khalil Abdullah, Internal Auditor, attended the Committee meeting to address any questions.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Committee recommended Board acceptance of the Internal Audit Reports in the Areas of Title IX and Emergency Medical Services as presented. The motion carried.

Review and Recommend Action to Retire Thirty-Nine (39) Current Policies

Purpose and Justification – Administration requested the Committee recommend Board approval to retire thirty-nine (39) current policies in accordance with the new South Texas College/TASB Policy Manual.

The retired policies were as follows:

1	Policy #	3000	Statement of Instructional Philosophy
2	Policy #	3351	Texas Public Education Grants
3	Policy #	3605	Student Development Services
4	Policy #	3606	Career Development and Placement Program
5	Policy #	3840	Institutional Review Board
6	Policy #	4100	College Staffing Plan
7	Policy #	4111	Volunteers for Continuing Professional and Workforce Education
8	Policy #	4152	Documentation of Official Transcripts for All Employees
9	Policy #	4153	Assistance to Faculty Whose Primary Language is Not English
10	Policy #	4154	Documentation of Education for Placement of Classified Staff on the Salary Schedule
11	Policy #	4210	Immigration Reform and Control Act of 1986
12	Policy #	4334	Tuition and Fee Waiver for Eligible Family Members of Regular Faculty and Staff
13	Policy #	4820	Employment of Non-Exempt Employees As Adjunct Faculty
14	Policy #	4911	Disciplinary Action Procedures
15	Policy #	4923	Campus Clearance
16	Policy #	5100	Custodian of Funds and Authorization of Disbursements
17	Policy #	5110	Comptroller Function: Collection, Deposit, and Disbursement of College and Grant Funds
18	Policy #	5223	Third Party Contracts and Scholarships
19	Policy #	5430	General Obligation Bonds
20	Policy #	5431	Revenue Bonds
21	Policy #	5520	Emergency Loan Fund
22	Policy #	5521	Collection of Emergency Loans
23	Policy #	5540	Returned and Stop Payment Checks
24	Policy #	5550	Tuition Limit in Case of Concurrent Enrollment at More Than One Higher Education Institution
25	Policy #	5600	Authorization to Sign Checks

26	Policy #	5610	Release of Disbursements
27	Policy #	5620	Operation of Designated Fund Activities
28	Policy #	5630	Establishment and Control of Petty Cash Funds
29	Policy #	6100	Display of Flags
30	Policy #	6111	Photography and Videotaping on Campus
31	Policy #	6210	Physical Plant Services
32	Policy #	6215	Custodial and Maintenance Program
33	Policy #	6226	Energy
34	Policy #	6410	Campus Parking and Traffic Controls
35	Policy #	6421	Bicycles, Skateboards, In-Line Skates, Roller Skates, Motorized Scooters, Hoverboards, and Similar Apparatuses
36	Policy #	6422	Unmanned Aerial Vehicles
37	Policy #	6427	Maintenance of Vehicles
38	Policy #	6810	Food Service
39	Policy #	6820	Eating Area Designations

Based on internal operations and functions, content from the retired policies may transition to a procedure, handbook, or operations manual as deemed appropriate by College staff.

Background – On March 31, 2020, the Board of Trustees approved an interlocal agreement with TASB for Policy Management Service. Current College board policies would be reviewed, retired, and transitioned into the TASB formatted policies. TASB would then provide a comprehensive, current, and legally sound Policy Manual.

Reviewers – The retired policies were reviewed by staff and administrators.

Enclosed Documents - The retired policies were included in the packet for the Committee's information and review.

Mary Elizondo, Vice President for Finance and Administrative Services, and the Policy Owners attended the Committee Meeting to address questions.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Committee recommended Board approval to retire thirty-nine (39) current policies as listed, presented, and that superseded any previously adopted Board policy.

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 7:35 p.m.

I certify that the foregoing are the true and correct Minutes of the June 12, 2023 Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees.

_____
Mr. Rene Guajardo, Presiding

Discussion and Action as Necessary on Resolution #2023-009: Authorizing the Defeasance and Redemption of a Portion of the South Texas College District's Outstanding Limited Tax Bonds, and Approving an Escrow Agreement and All Other Instruments and Procedures Related Thereto

Purpose and Justification – Administration requests the Committee recommend Board approval on Resolution #2023-009: Authorizing the Defeasance and Redemption of a Portion of the South Texas College District's Outstanding Limited Tax Bonds, and Approving an Escrow Agreement and All Other Instruments and Procedures Related Thereto.

Board action will be necessary on the Resolution previously prepared by Bond Counsel, Perez Law Firm, to authorize the defeasance and redemption of the South Texas College Limited Tax Refunding Bonds, Taxable Series 2020, in a principal amount not to exceed $8,645,000 using a portion of the cash balance available in the Interest and Sinking Fund.

Background - On June 27, 2023, the Board approved the use the Interest and Sinking Cash Fund Balance to cash defeases the South Texas College Limited Taxable Refunding Bonds, Series 2020 (LTR Bond 2020). The defeasement will reduce the payment of interest thereon, the District's aggregate debt service requirements, and the District's legal debt outstanding.

The discharge and defeasance of the Redeemed Bonds shall be effectuated pursuant to the terms and provisions of an escrow agreement with BOKF, NA Dallas, Texas.

The District shall deposit into the Escrow Fund the Escrow Deposit, to be known as the "South Texas College District 2023 cash Defeasance Escrow Fund", as soon as practicable after funds of the District become available for such purpose, but no later than December 31, 2023.

Chapter 1207, Texas Government Code, as amended, authorizes and empowers the District to deposit with a paying agent for any of the redeemed bonds, or a trust company or commercial bank that does not act as a depository for the District, from available funds from any source, an amount sufficient to provide for the payment or redemption of the Redeemed Bonds.

Reviewers – Estrada Hinojosa & Company staff, the Vice President for Finance and Administrative Services, and Business Office staff have reviewed the information being presented.

Enclosed Document – Resolution #2023-009 provided by Perez Law Firm, Bond Counsel, is included under separate cover for the Committee's review and information.

Staff from Estrada Hinojosa & Company and Perez Law Firm will be present at the Committee Meeting to address any questions.

It is requested that the Committee recommend Board approval on Resolution #2023-009: Authorizing the Defeasance and Redemption of a Portion of the South Texas College District's Outstanding Limited Tax Bonds, and Approving an Escrow Agreement and All Other Instruments and Procedures Related Thereto as presented.

Resolution #2023-009

RESOLUTION AUTHORIZING THE DEFEASANCE AND REDEMPTION OF A PORTION OF THE SOUTH TEXAS COLLEGE DISTRICT'S OUTSTANDING LIMITED TAX BONDS, AND APPROVING AN ESCROW AGREEMENT AND ALL OTHER INSTRUMENTS AND PROCEDURES RELATED THERETO

THE STATE OF TEXAS §
COUNTIES OF HIDALGO & STARR §
SOUTH TEXAS COLLEGE DISTRICT §

WHEREAS, the Board of Trustees (the "Board") of the South Texas College District (the "District") previously issued its Limited Tax Refunding Bonds, Taxable Series 2020 (the "Bonds"); and

WHEREAS, the Bonds are currently outstanding in the principal amount of $40,594,693.20, and the Bonds maturing on and after August 15, 2031 are subject to redemption on August 15, 2030, at the option of the District; and

WHEREAS, the Board hereby determines that it is in the best interests of the District and its taxpayers to apply legally available funds of the District, in a principal amount not to exceed $8,645,000, to defease and redeem certain eligible Bonds as herein provided in order to reduce the payment of interest thereon, the District's aggregate debt service requirements, and the District's legal debt outstanding;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE SOUTH TEXAS COLLEGE DISTRICT THAT:

SECTION 1: Redemption of Redeemed Bonds. The District hereby authorizes the application of legally available funds of the District, in an aggregate amount not to exceed $8,645,000, towards the redemption of the Bonds stated to mature on August 15, 2033 and August 15, 2034 (such redeemed bonds, the "Redeemed Bonds") and any costs necessary or appropriate in connection therewith.

SECTION 2: Authorized Officers; Timing of Redemption. The Chairperson, Vice Chair and Secretary of the Board (the "Officers") are each individually and collectively authorized and instructed to take all actions necessary to redeem the Redeemed Bonds. Such Officers shall redeem the Redeemed Bonds as soon as reasonably practicable after funds of the District become available for such purpose, but in no event later than December 31, 2023. The Officers, or the designees thereof, are authorized to evidence adoption of this resolution (the "Redemption Resolution") and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent hereof.

SECTION 3: Notice of Redemption. The Officers are authorized and directed to give notice of redemption to the paying agent/registrar for the Redeemed Bonds as provided in the order authorizing the issuance of the Bonds (the "Order"). Such notice shall be in substantially the form attached hereto as **Exhibit "A"** and incorporated fully herein for all purposes with appropriate additions based on the total amount of the Redeemed Bonds. The Board's authorization and

direction to the Officers to redeem the Redeemed Bonds is irrevocable upon adoption of this Redemption Resolution

SECTION 4: Escrow Agreement. The discharge and defeasance of the Redeemed Bonds shall be effectuated pursuant to the terms and provisions of an escrow agreement (the "Escrow Agreement") with BOKF, NA, Dallas, Texas, (the "Escrow Agent"), in substantially the form attached hereto as **Exhibit "B"**, the terms and provisions of which are hereby approved in order to comply with all applicable laws and regulations relating to the redemption of the Redeemed Bonds and to carry out the other intents and purposes of this Resolution, including the execution of the Escrow Agreement. The Chairperson or Vice Chair of the Board is hereby authorized, as soon as is practicable, to take such actions as are necessary to effectuate the deposit with the Escrow Agent and the redemption of the Redeemed Bonds.

SECTION 5: Purchase of Escrow Securities. The Board hereby authorizes and directs the deposit of funds with the Escrow Agent to effectuate the defeasance of the Redeemed Bonds, and if applicable, directs the District's consultants and the Escrow Agent to subscribe for, agree to purchase and purchase obligations of the United States of America or other securities authorized by law, in such amounts and maturities and bearing interest at such rates as may be provided for in the Escrow Agreement, and to execute any and all subscriptions, agreements, commitments, letters of authorization and other documents necessary to effectuate the foregoing. Any actions heretofore taken for such purpose are hereby ratified and approved.

SECTION 6: Notice of Redemption. The Chairperson and Secretary of the Board are authorized and instructed to give notice of redemption described herein to the paying agent/registrar for these Redeemed Bonds called for early redemption as provided in the Order.

SECTION 7: Further Actions Authorized. The Chairperson and Secretary of the Board, or the designees thereof, are authorized to evidence adoption of this Redemption Resolution and to do any and all things necessary or convenient to effect the redemption described herein and otherwise give effect to the intent hereof, including the retention of a verification agent to provide the Report (as defined in the Escrow Agreement).

SECTION 8: Recitals Incorporated. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Redemption Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 9: Repealer. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Redemption Resolution are hereby repealed to the extent of such conflict, and the provisions of this Redemption Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 10: Choice of Law. This Redemption Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11: Severability. If any provision of this Redemption Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Redemption Resolution and the application of such provision to other persons and circumstances

shall nevertheless be valid, and the Board hereby declares that this Redemption Resolution would have been enacted without such invalid provision.

SECTION 12: Open Meeting. It is officially found, determined, and declared that the meeting at which this Redemption Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Redemption Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13: Headings. The titles and headings of the sections are for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms and provisions hereof.

SECTION 14: Effective Date. This Redemption Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED, this the ____ day of _____, 2023.

SOUTH TEXAS COLLEGE DISTRICT

_____
Chairperson, Board of Trustees

ATTEST:

_____
Secretary, Board of Trustees

EXHIBIT A

NOTICE OF PARTIAL REDEMPTION

Notice is hereby given that the South Texas College District, acting through its Board of Trustees (the "Board"), has called for redemption the following outstanding obligations:

"South Texas College District Limited Tax Refunding Bonds, Taxable Series 2020," dated July 1, 2020 (the "Bonds"), bearing interest, and stated to mature on August 15 in the year(s) as follows:

Maturity Date*	Principal Amount Outstanding ($)*	Amount Being Redeemed ($)*	Interest Rate (%)*
August 15, 2033	4,260,000	4,260,000	3.0
August 15, 2034	4,385,000	4,385,000	3.0

The date fixed for redemption of the Bonds is _____ as authorized by the order authorizing the issuance of the Bonds and as directed by the Board pursuant to a resolution adopted on July 25, 2023. You are hereby notified that the Bonds should be presented for redemption on or before the Redemption Date and that interest shall cease to accrue from and after that date, and that on such date there shall become due and payable on each of the Bonds the redemption price equal to the principal amount thereof, without premium, plus unpaid accrued interest to the Redemption Date.

Notice is further given that the Bonds will be payable at and should be submitted either in person or by certified or registered mail to _____, at the following address:

Attn: Corporate Trust Services

This notice is issued and given pursuant to the option of redemption reserved to the Board in the order authorizing the issuance of the Bonds.

WITNESS MY OFFICIAL SIGNATURE this _____, 2023.

SOUTH TEXAS COLLEGE DISTRICT

_____

Secretary, Board of Trustees

* Complete with final redemption information.

EXHIBIT B

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement"), dated for convenience as of _____, 2023, but effective on the Escrow Funding Date described herein, is made and entered into by and between the SOUTH TEXAS COLLEGE DISTRICT, a college district duly created, organized and existing under the Constitution and laws of the State of Texas (together with any successor to its duties and functions, the "District"), and BOKF, NA, Dallas, Texas, as escrow agent (together with any successor or assign in such capacity, the "Escrow Agent").

WHEREAS, the District has heretofore issued certain bonds (hereinafter defined as the "Redeemed Bonds") that it desires to refund in advance of their maturities;

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes and empowers the District to deposit with a paying agent for any of the Redeemed Bonds, or a trust company or commercial bank that does not act as a depository for the District, from available funds from any source, an amount sufficient to provide for the payment or redemption of the Redeemed Bonds;

WHEREAS, the governing body of the District has adopted a redemption resolution authorizing the defeasance and redemption of certain of its Limited Tax Refunding Bonds, Taxable Series 2020 as further described in **Exhibit "A"** hereto (the "Redeemed Bonds"), for the purpose, among other purposes, of providing the funds necessary to defease and redeem the Redeemed Bonds to reduce the payment of interest thereon and to reduce the District's aggregate debt service requirements and legal debt outstanding;

WHEREAS, to provide for the payment of the Redeemed Bonds, the District has provided for the transfer to the Escrow Agent pursuant to this Escrow Agreement of money lawfully available for such purpose; and

WHEREAS, the governing body of the District has further determined to effectuate the defeasance and redemption pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of funds necessary to defease and redeem the Redeemed Bonds so as to provide firm banking and financial arrangements for the discharge and final payment of the Redeemed Bonds;

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, and in order to secure the full and timely payment of the principal of and interest on the Redeemed Bonds, the District and the Escrow Agent contract and agree as follows:

ARTICLE ONE
DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Escrow Agreement:

"Board" shall mean the District's Board of Trustees.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder and under the Internal Revenue Code of 1954.

"District" shall mean the South Texas College District, and any successor to its duties and functions.

"Escrow Agent" shall mean BOKF, NA, Dallas, Texas, in its capacity as escrow agent hereunder, and any successor or assign in such capacity.

"Escrow Agreement" shall mean this escrow agreement.

"Escrow Deposit" shall mean the initial deposit into the Escrow Fund, as more particularly described in Section 2.1.

"Escrow Fund" shall mean the fund created in Section 3.1 of this Escrow Agreement to be administered by the Escrow Agent pursuant to the provisions of this Escrow Agreement.

"Escrow Funding Date" shall mean the date on which the District deposits with the Escrow Agent the Escrow Deposit described in Section 2.1 which date shall be no later than _____.

"Escrowed Securities" shall mean the Limited Yield Securities and the Open Market Securities.

"Limited Yield Securities" shall mean the non-callable United States Treasury Obligations-State and Local Government Series to be initially purchased with lawfully available funds of the District, together with all reinvestments of the proceeds thereof as may be directed in Section 4.2 or permitted in Section 4.3(b).

"Open Market Securities" shall mean the United States Treasury securities (or other direct non-callable obligations of the United States, including obligations that are unconditionally guaranteed by the United States) and any non-callable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the redemption of the Redeemed Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, to be purchased in the open market with cash, together with all reinvestments thereof as may be directed in Section 4.2 or permitted in Section 4.3(b), or cash or obligations substituted therefor pursuant to Section 4.3(a).

"Paying Agent for the Redeemed Bonds" shall mean BOKF, NA, Dallas, Texas.

"Redeemed Bonds Order" shall mean the District's order authorizing the issuance, sale and delivery of the Redeemed Bonds.

"Redeemed Bonds" shall mean the outstanding bonds of the District as shown on **Exhibit "A"** hereto.

"Report" shall mean the verification report relating to the advance refunding of the Refunded Bonds, a copy of which is attached hereto as **Exhibit "B"**, and any subsequent verification report required by Section 4.3.

Section 1.1 Interpretations.

The titles and headings of the articles and sections of this Escrow Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Escrow Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the redemption of the Redeemed Bonds in accordance with applicable law.

ARTICLE TWO
DEPOSIT OF FUNDS AND ESCROWED SECURITIES

Section 2.1 Deposits to Escrow Fund.

On the Escrow Funding Date, the District shall deposit, or cause to be deposited, into the Escrow Fund the Escrow Deposit, consisting of the following:

(a) As the beginning cash balance for the Escrow Fund, $_____ from available funds of the District;

(b) the initial Limited Yield Securities with a purchase price of $_____ from available funds of the District; and

(c) the initial Open Market Securities with a purchase price of $_____ from available funds of the District.

ARTICLE THREE
CREATION AND OPERATION OF ESCROW FUND

Section 3.1 Escrow Fund.

On the Escrow Funding Date the Escrow Agent will create in its books a special fund and irrevocable escrow to be known as the "South Texas College District 2023 Cash Defeasance Escrow Fund" (the "Escrow Fund"). On the Escrow Funding Date, the Escrow Deposit described in Section 2.1 will be deposited to the credit of the Escrow Fund, The Escrow Deposit and all proceeds therefrom shall be the property of the Escrow Fund and shall be applied only in strict conformity with the terms and conditions hereof. All Escrowed Securities, all proceeds therefrom and all cash balances from time to time on deposit in the Escrow Fund are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the

Redeemed Bonds, which payment shall be made by timely transfers to the Paying Agent for the Redeemed Bonds of such amounts at such times as are provided in Section 3.2. When the final transfers have been made to the Paying Agent for the Redeemed Bonds for the payment of such principal of, redemption premium, if any, and interest on the Redeemed Bonds, any balance then remaining in the Escrow Fund shall be transferred to the District, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.2 Payment of Principal, Redemption Premium, if any, and Interest; Redemption of Certain Redeemed Bonds.

(a) The Escrow Agent is hereby irrevocably instructed to transfer to the Paying Agent for the Redeemed Bonds from the cash balance from time to time on deposit in the Escrow Fund the amounts required to pay the principal of, redemption premium, if any, and interest on the Redeemed Bonds in the amounts and at the times shown in the Report.

(b) Except for amounts transferred to the Paying Agent for the Redeemed Bonds pursuant to Section 3.2(a) and to the District pursuant to Section 4.2, the Escrow Agent agrees that it shall never make any withdrawals from the Escrow Fund or assert any claims, liens or charges against the Escrow Fund.

Section 3.3 Sufficiency of Escrow Fund.

The District represents (based upon the Report) that the successive receipts of the principal of and interest on the Escrowed Securities will assure that the cash balance on deposit from time to time in the Escrow Fund will be at all times sufficient to provide money for transfer to the Paying Agent for the Redeemed Bonds at the times and in the amounts required to pay the interest on the Redeemed Bonds as such interest comes due and to pay the principal of, redemption premium, if any, and interest on the Redeemed Bonds as the Redeemed Bonds mature or are called for redemption, all as more fully set forth in the Report. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by the Paying Agent for the Redeemed Bonds to make the payments set forth in Section 3.2, the District shall timely deposit into the Escrow Fund, from lawfully available funds, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given promptly by the Escrow Agent to the District as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the District's failure to make additional deposits thereto.

Section 3.4 Trust Fund.

The Escrow Agent at all times shall hold the Escrow Fund, the Escrowed Securities and all other assets of the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed Securities or any other assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. The Escrowed Securities and other assets of the Escrow Fund always shall be maintained by the Escrow Agent for the benefit of the holders of the Redeemed Bonds; and a special account evidencing such fact shall be maintained at all times on the books of the Escrow Agent. The holders of the Redeemed Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities, the proceeds thereof and all other assets of the Escrow Fund to which they are entitled as holders of

the Redeemed Bonds. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the District, and the Escrow Agent shall have no right or title with respect thereto except as escrow agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the District or, except to the extent expressly herein provided, by the Paying Agent for the Redeemed Bonds.

Section 3.5 Security for Cash Balances.

Cash balances from time to time on deposit in the Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

ARTICLE FOUR
LIMITATION ON INVESTMENTS

Section 4.1 General.

Except as herein otherwise expressly provided, the Escrow Agent shall not have any power or duty to invest any money held hereunder, to make substitutions of the Escrowed Securities or to sell, transfer or otherwise dispose of the Escrowed Securities.

Section 4.2 Reinvestment of Proceeds of Escrowed Securities.

The Escrow Agent is hereby authorized and directed to reinvest proceeds of the Escrowed Securities which are attributable to amounts received as principal of or interest on the Escrowed Securities and which are not immediately needed to pay the Redeemed Bonds in direct obligations of the United States of America, i.e., United States Treasury Bonds, Bills and Notes, in the amounts, and maturing and bearing interest, all as set out in the Report. The District hereby designates and appoints the Escrow Agent as its agent and duly authorized representative for purposes of subscribing for and purchasing such obligations, all of which shall constitute Escrowed Securities. Any income or increment earned from such reinvestment remaining after final payment of the Redeemed Bonds shall be promptly transferred to the District.

Section 4.3 Substitution of Securities.

(a) The District may, upon compliance with the conditions stated in subsection (c) of this Section 4.3, at its option, substitute cash or non-interest bearing obligations of the United States Treasury (i.e., Treasury obligations which mature and are payable in a stated amount on the maturity date thereof and for which there are no payments other than the payment made on the maturity date) for non-interest bearing Open Market Securities listed in the Report, but only if such cash and/or substituted non-interest bearing direct obligations of the United States Treasury:

(i) are in an amount, and/or mature in an amount, which, together with any cash substituted for such obligations, is equal to or greater than the amount payable on the maturity date of the obligation listed in the Report for which such obligation is substituted, and

(ii) mature on or before the maturity date of the obligation listed in the Report for which such obligation is substituted.

The District may at any time substitute any Open Market Securities which, as permitted by the preceding sentence, were not deposited to the credit of the Escrow Fund, for the cash and/or obligations that were substituted for such Open Market Securities.

(b) At the written request of the District, and upon compliance with the conditions hereinafter stated in subsection (c) of this Section 4.3, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of all or any portion of the Escrowed Securities and apply the proceeds therefrom to purchase Redeemed Bonds or direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America which do not permit the redemption thereof at the option of the obligor.

(c) Any such transaction described in subsections (a) and (b) of this Section 4.3 may be effected by the Escrow Agent only if (1) the Escrow Agent shall have received a written opinion from a recognized firm of certified public accountants that such transaction will not cause the amount of money and securities in the Escrow Fund to be reduced below an amount which will be sufficient, when added to the interest to accrue thereon, to provide for the payment of principal of, redemption premium, if any, and interest on the remaining Redeemed Bonds as they become due, and (2) the Escrow Agent shall have received the unqualified written legal opinion of nationally recognized bond counsel or tax counsel acceptable to the District and the Escrow Agent to the effect that (a) such transaction will not cause any of the Redeemed Bonds to be an "arbitrage bond" within the meaning of the Code and (b) that such transaction complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Redeemed Bonds.

Section 4.4 Arbitrage.

The District hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund or proceeds from the sale of Escrowed Securities to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Defeased Bond to be an "arbitrage bond" within the meaning of the Code.

ARTICLE FIVE
RECORDS AND REPORTS

Section 5.1 Records.

The Escrow Agent shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipt, disbursement, allocation and application of the money and Escrowed Securities deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the District and the holders of the Redeemed Bonds.

Section 5.2 Reports.

For the period beginning on the Escrow Funding Date and ending on December 31, 2022, and for each twelve (12) month period thereafter while this Agreement remains in effect, the Escrow Agent shall prepare and send to the District within thirty (30) days following the end of such period a written report summarizing all transactions relating to the Escrow Fund during such period, including, without limitation, credits to the Escrow Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Fund to the Paying Agent for the Redeemed Bonds or otherwise, together with a detailed statement of all Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end, of such period.

ARTICLE SIX
CONCERNING THE ESCROW AGENT

Section 6.1 Representations of Escrow Agent.

BOKF, NA hereby represents (a) that it is either a (i) Paying Agent for the Redeemed Bonds or (ii) trust company or commercial bank that does not act as a depository for the District and (b) that it has all necessary power and authority to enter into this Escrow Agreement and undertake the obligations and responsibilities imposed upon it herein and that it will carry out all of its obligations hereunder.

Section 6.2 Limitation on Liability.

The liability of the Escrow Agent to transfer funds to the Paying Agent for the Redeemed Bonds for the payments of the principal of, redemption premium, if any, and interest on the Redeemed Bonds shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, the Escrow Agent shall have no liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligor of the Escrowed Securities to make timely payment thereon, except for its obligation to notify the District promptly of any such occurrence.

The recitals herein and in the proceedings authorizing the Redeemed Bonds shall be taken as the statements of the District and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the Redeemed Bonds Order and in its capacity as Escrow Agent is not responsible for or bound by any of the provisions thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Escrow Agreement.

The Escrow Agent makes no representation as to the value, condition or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the District thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall incur no liability or responsibility with respect to any of such matters.

It is the intention of the District and the Escrow Agent that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

The Escrow Agent shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Escrow Agreement, and no implied covenants or obligations shall be read into this Escrow Agreement. Nothing herein contained shall relieve the Escrow Agent from liability for its own negligent action, negligent failure to act or willful misconduct, except that this sentence shall not be construed to limit the effect of the immediately preceding sentence. The Escrow Agent shall not incur any liability for any error of judgment made in good faith by a responsible officer thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts. The Escrow Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Escrow Agent may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees appointed with due care, and shall not be responsible for any willful misconduct on the part of any agent, attorney, custodian or nominee so appointed.

Unless it is specifically provided otherwise herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the District with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Escrow Agreement. If, however, the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in the event of error in making such determination the Escrow Agent shall be liable only for its own negligence or willful misconduct. In determining the occurrence of any such event or contingency the Escrow Agent may request from the District or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, the District, among others, at any time.

The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in the exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Escrow Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; nor shall the Escrow Agent be answerable, except for its own neglect or fault, for any loss unless the same shall have been through its negligence or willful misconduct.

In the absence of bad faith, the Escrow Agent may rely conclusively upon the truth, completeness and accuracy of the statements, certificates, opinions, resolutions and other documents conforming to the requirements of this Escrow Agreement, and shall not be obligated to make any independent investigation with respect thereto.

To the full extent permitted by law, the District agrees to indemnify, defend and hold the Escrow Agent harmless from and against any and all loss, damage, tax, liability and expense that may be incurred by the Escrow Agent arising out of or in connection with its acceptance or appointment as Escrow Agent hereunder, including attorneys' fees and expenses of defending

itself against any claim or liability in connection with, its performance hereunder except that the Escrow Agent shall not be indemnified for any loss, damage, tax, liability, or expense resulting from its own negligence or willful misconduct. The foregoing indemnification shall survive the termination of this Escrow Agreement or the resignation or removal of the Escrow Agent for any reason.

Section 6.3 Compensation.

On the Escrow Funding Date, the District will pay _____ for performing its services as Escrow Agent hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Escrow Agreement, the fees set out in **Exhibit "C"**. If the Escrow Agent is requested to perform any extraordinary services hereunder, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services. It is expressly provided that the Escrow Agent shall look only to the District for the payment of such additional fees and reimbursement of such additional expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular, additional or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

The Escrow Agent, in its capacity as the Paying Agent for the Redeemed Bonds, agrees to continue to act as paying agent for the Redeemed Bonds for the life of such bonds, under the fee schedule currently in effect for such bonds, with the remedy for nonpayment being solely an action against the District for amounts owing under the Paying Agent Agreement. The fees will continue to be paid by the District, and in no instance will the proceeds of the Escrow Fund be used to pay the fees of the Paying Agent for the Redeemed Bonds.

Section 6.4 Successor Escrow Agents.

If at any time the Escrow Agent or its legal successor or successors should become unable, through operation of law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the District, by appropriate action, shall promptly appoint a successor Escrow Agent to fill such vacancy. If no successor Escrow Agent shall have been appointed by the District within sixty (60) days of such vacancy, a successor may be appointed by the holders of a majority in aggregate principal amount of the Redeemed Bonds then outstanding by an instrument or instruments in writing filed with the District, signed by such holders or by their duly authorized attorneys. If, in a proper case, no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section within three months after a vacancy shall have occurred, the holder of any Redeemed Bond then outstanding may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

Any successor Escrow Agent shall be qualified to act in such capacity under Chapter 1207, Texas Government Code, as amended, and shall be a corporation organized and doing business under the laws of the United States or the State of Texas, authorized under such laws to exercise

corporate trust powers, having a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or state authority.

Any successor Escrow Agent shall execute, acknowledge and deliver to the District and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The Escrow Agent shall pay over to its successor Escrow Agent a proportional part of the Escrow Agent's fee paid hereunder.

The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the escrow hereby created by giving not less than sixty (60) days' written notice to the District specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of the Redeemed Bonds or by the District as herein provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent. If an instrument of acceptance by a successor Escrow Agent shall not have been delivered to the Escrow Agent within 60 days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

The Escrow Agent may be removed at any time with thirty (30) days' prior notice by an instrument or concurrent instruments in writing delivered to the Escrow Agent and to the District and signed by the holders of a majority in aggregate principal amount of the Redeemed Bonds then outstanding.

ARTICLE SEVEN
MISCELLANEOUS

Section 7.1 Notices.

Any notice, authorization, request or demand required or permitted to be given hereunder shall be made or given in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

To the Escrow Agent:

Attention:

To the District:

South Texas College District
3201 W. Pecan Blvd.
McAllen, Texas 78501
Attention: Vice President for Finance and Administrative Services

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Either party hereto may change the address to which notices are to be delivered by giving to the other party not less than ten (10) days' prior written notice thereof.

Section 7.2 Termination of Responsibilities.

Upon the taking by the Escrow Agent of all the actions as described herein, the Escrow Agent shall have no further obligations or responsibilities hereunder to the District, the holders of the Redeemed Bonds or to any other person or persons in connection with this. Escrow Agreement.

Section 7.3 Binding Agreement; Amendment.

This Escrow Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Redeemed Bonds, the District, the Escrow Agent and their respective successors and legal representatives. This Escrow Agreement shall not be subject to amendment without the written consent of the holders of all Redeemed Bonds then outstanding.

Section 7.4 Severability.

If any one or more of the provisions contained in this Escrow Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Escrow Agreement, but this Escrow Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 7.5 Governing Law.

This Escrow Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 7.6 Time of Essence.

Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Escrow Agreement.

Section 7.7 Compliance with Sections 2271.002 and 2252.152, Texas Government Code.

In accordance with Section 2271.002, Texas Government Code, the Escrow Agent hereby verifies that the Bank and any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) does not Boycott Israel (as such term is defined in Section 2271.002, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will not Boycott Israel during the term of this Agreement.

Pursuant to Section 2252.152, Texas Government Code, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow

Agent is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SOUTH TEXAS COLLEGE DISTRICT

By:_____
Chairperson, Board of Trustees

ATTEST:

By: _____
Secretary, Board of Trustees

BOKF, NA, Dallas, Texas, as Escrow Agent

By:_____
Name:_____
Title:_____

Address: As listed in Section 7.1 hereof

ATTEST:

By:_____
Name:_____
Title:_____

Exhibit A

Schedule of Redeemed Bonds

South Texas College District Limited Tax Refunding Bonds, Taxable Series 2020," dated July 1, 2020 (the "Bonds"), bearing interest, and stated to mature as follows:

Maturity Date*	Principal Amount Outstanding ($)*	Amount Being Redeemed ($)*	Interest Rate (%)*
August 15, 2033	4,260,000	4,260,000	3.0
August 15, 2034	4,385,000	4,385,000	3.0

* Complete with final redemption information.

Exhibit B

Verification Report

Exhibit C

Fee Schedule

Discussion and Action as Necessary on Interlocal Agreement for Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for FY 2023 - 2024

Purpose and Justification – Administration requests the Committee recommend Board approval of the Interlocal Agreement for Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for a one-year period of September 1, 2023 through August 31, 2024.

Background - The Interlocal Agreement for Transportation Services between STC and the LRGVDC for FY 2023 - 2024 is needed to provide transportation services to STC students. The Interlocal Agreement is intended to establish an intercampus bus route to serve all the College campuses. The bus routes will benefit students, faculty, and staff of South Texas College and thereby serve the goals of both organizations by facilitating access to the College and its educational programs and increasing the use of public transportation in the area.

Information regarding the FY 2023 – 2024 Transportation Services and Agreement are presented below.

Ridership Count History

The table below reflects the ridership count history provided by the LRGVDC for the Purple Line, Green Lines and the College's ridership count history for the Yellow Line for FY 2019, FY 2020, FY 2021, FY2022, and FY 2023:

Ridership Routes	FY 18 - 19	FY 19 – 20	FY 20 - 21	FY 21 - 22	FY 22 - 23[1]
Yellow Line[4]	24,035	13,289	595	1,483	1,842
Park & Ride[2]	20,870	18,070	0	0	0
Green Line[4] (Starr Campus to Pecan)	13,925	7,379	831	2,114	1,862
Green Line[4] (Route 60-Roma)	6,180	4,278	90	1,376	1,980
Purple Line[3] (Mid Valley to NAH)	7,517	4,267	38	0	0
Total	**72,527**	**47,283**	**1,554**	**4,973**	**5,684**

[1]FY 2023 Ridership as of May 2023
[2]Service ended March 2020 and did not resume after FY 2019 - 2020
[3]Cancelled October 2020
[4]Operating a reduced service beginning FY 2021

Below is a summary of the costs for the current Interlocal Agreement and two cost models.

	Current Agreement	Cost Model 1	Cost Model 2
	Total Operating Cost	Total Operating Cost	Total Operating Cost
Green Line – Route 60 - Roma			
Total Cost	$168,872	$182,381	$145,905
Grant Reimbursement	97,948	105,783	84,627
Net STC Cost	$70,924	$76,598	$61,278
Green Line – Rio Grande City			
Total Cost	$225,026	$243,028	$194,422
Grant Reimbursement	131,132	141,623	113,298
Net STC Cost	$93,894	$101,405	$81,124
Yellow Line – McAllen 3 Campuses			
Total Cost	$240,500	$335,061	$335,061
Grant Reimbursement	133,119	185,195	185,195
Net STC Cost	$107,381	$149,866	$149,866
All Lines			
Total Cost	$634,398	$760,470	$675,388
Grant Reimbursement	362,199	432,601	383,120
Net STC Cost	$272,199	$327,869	$292,268

Alternate Cost Models for Fiscal Year 2023 – 2024

Below are the two cost models for the Transportation Services for Fiscal Year 2023 - 2024:

Cost Model 1

- Transportations services will run the same as FY 2022 – 2023 by providing Yellow Line and Green Line service Monday – Friday.
- Net STC cost will increase by $55,670 from FY 2022 – 2023.

Cost Model 2

- Reduce Green Line Route 60 (Roma) Service to Monday – Thursday, removing Friday
- Reduce Green Line 1 (Starr County Campus to Pecan Campus) Service to Monday – Thursday, removing Friday
- Continue the Interlocal Agreement with LRGVDC for the Yellow Line transportation routes, Monday – Friday.
- Net STC cost will increase by $20,069 for FY 2022 – 2023.

- The total estimated STC net cost for the Green Line routes will decrease by $35,601 when compared to the STC net cost on cost model 1.

Reliable alternate transportation services for students traveling from Rio Grande City or Roma to the Pecan Campus have not been identified.

Funding Source - Funds for this expenditure are budgeted in the Student Transportation Services budget for FY 2023 - 2024.

Reviewers – The Interlocal Agreement was reviewed by Tom Logan, Director of Valley Metro at the LRGVDC, Vice President for Finance and Administrative Services, Chief of Police for Department of Public Safety, Comptroller, Contract Manager, and the College's Legal Counsel. The FY 2023 - 2024 Interlocal Agreement is still pending final approval by the LRGVDC.

Enclosed Documents – A copy of the draft FY 2023 – 2024 Interlocal Agreement follows in the packet for the Committee's information and review.

Tom Logan 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.

It is requested that the Committee recommend Board approval on the Interlocal Agreement for Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for a one-year period of September 1, 2023 through August 31, 2024, as presented, and contingent upon approval by the LRGVDC.

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, 2023, 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;

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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 2023, Spring 2024 and Summer 2024 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)~~ two (2) 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 2023, Spring 2024 and Summer 2024 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, 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. 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 $185,195~~.~~ 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 $62,214.73 for the Fall 2023 semester, $65,671.11 for the Spring 2024 semester and $50,117.43 for the Summer 2024 semester.

V. TERM

The term of this Agreement begins on **September 1, 2023** and expires on **August 31, 2024.**

VI. TERMINATION

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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

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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: Tom Logan, Director for Valley Metro
Phone: 956-969-5761
Email: tlogan@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

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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)~~ two (2) 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.

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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. <u>Capital</u>

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

F.F. <u>Miscellaneous</u>

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**

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Shuttle Bus Lines Service Map

Exhibit A

Green Line – Route 60 (1 Route):

- Roma City Hall to Starr County Campus

Purple Line (1 Route):

- No Service

Green Line (1 Route):

- Starr County Campus to Pecan Campus

Yellow Line (2 Routes)

- Pecan Campus to Tech Campus to NAH Campus

Exhibit A

Fiscal Year 2023 - 2024 Transportation Schedule

Fall 2023 Semester
Full Service - Begins August 28, 2023
Full Service - Ends December 15, 2023

Spring 2024 Semester
Full Service - Beings January 16, 2024
Full Service - Ends May 9, 2024

Summer 2024 Semesters
Limited Service – Begins June 3, 2024
Limited Service – Ends August 9, 2024

Breaks In Service
September 4, 2023 - Labor Day
September 29, 2023 – Fall Convocation
November 23 - 26, 2023 – Thanksgiving Holiday
December 20, 2023 - January 4, 2024 - Winter Break
January 16, 2024 - Martin Luther King Jr. Day
February 9, 2024 – College - Wide Professional Development Day
March 11 - 17, 2024 - Spring Break
March 28 - 31, 2024 - Semester Break
May 27, 2024 - Memorial Day
June 19, 2023 – Juneteenth
July 4, 2024 - Independence Day

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Green Line Route

The Valley Metro-operated Green Line has various locations throughout the Valley including HEB, Stripes and Border Town. The stops for this route for the FY 2023 - 2024 are as follows:

STC Starr County	Bus Station	Alto Bonito Stripes	Sullivan Stripes	Higher Ed Center-La Joya	HEB Mission	STC Pecan Campus	La Placita Mission	Higher Ed Center-La Joya	Jesse's Meat Market	Border Town	Bus Station	STC Starr County	NAH
6:00am													7:15am
						7:30am	7:45am	8:10am	8:20am	8:30am	8:45am	9:00am	
9:05am	9:20am	9:35am	9:45am	9:55am	10:20am	10:35am	10:50am	11:15am	11:25am	11:35am	11:50am	12:05pm	
1:00pm	1:15pm	1:30pm	1:40pm	1:50pm	2:15pm	2:30pm	2:45pm	3:10pm	3:20pm	3:30pm	3:45pm	4:00pm	
4:05pm	4:20pm	4:35pm	4:45pm	4:55pm	5:20pm	5:35pm	5:50pm	6:15pm	6:25pm	6:35pm	6:50pm	7:05pm	

Green Line - Route 60

The Valley Metro-operated Green Line – Route 60. The stops for this route for the FY 2023 - 2024 are as follows:

STC Starr County	Bus Station	Escobares City Hall	Roma City Hall	Escobares City Hall	STC Starr County
	7:10am	7:25am	7:35am	7:45am	8:00am
8:00am	8:10am	8:25am	8:35am	8:45am	9:00am
9:00am	9:10am	9:25am	9:35am	9:45am	10:00am
10:00am	10:10am	10:25am	10:35am	10:45am	11:00am
11:00am	11:10am	11:25am	11:35am	11:45am	12:00pm
	1:10pm	1:25pm	1:35pm	1:45pm	2:00pm
2:00pm	2:10pm	2:25pm	2:35pm	2:45pm	3:00pm
3:00pm	3:10pm	3:25pm	3:35pm	3:45pm	4:00pm
4:00pm	4:10pm	4:25pm	4:35pm	4:45pm	5:00pm
5:00pm	5:10pm	5:25pm	5:35pm	5:45pm	6:00pm
6:00pm	6:10pm				

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Yellow Line

The Yellow Line is completely operated by South Texas College. Two buses operate from Monday through Thursday and only one bus operates on Friday. This route travels between the Pecan Campus, Technology Campus and Nursing and Allied Health Campus.

Route 1

Pecan	NAH	Tech	NAH	Pecan
7:00 AM		7:20 AM	7:40 AM	8:00 AM
8:00 AM		8:20 AM	8:40 AM	9:00 AM
9:00 AM		9:20 AM	9:40 AM	10:00 AM
10:00 AM		10:20 AM	10:40 AM	11:00 AM
Lunch				
12:20PM		12:40PM	1:00PM	1:20PM
1:20PM		1:40PM	2:00PM	2:20PM
2:20PM		2:40PM	3:00PM	3:20PM
3:20PM		3:40PM	4:00PM	4:20PM
4:20PM		4:40PM	5:00PM	5:20PM
5:20PM		5:40PM	6:00PM	6:20PM
6:20PM		6:40PM	7:00PM	7:20PM

Friday Schedule

Pecan	NAH	Tech	NAH	Pecan
7:00 AM		7:20 AM	7:40 AM	8:00 AM
8:00 AM		8:20 AM	8:40 AM	9:00 AM
9:00 AM		9:20 AM	9:40 AM	10:00 AM
10:00 AM		10:20 AM	10:40 AM	11:00 AM
11:00 AM		11:20 AM	11:40 AM	12:00 PM
Lunch				
1:00PM		1:20PM	1:40PM	2:00PM
2:00PM		2:20PM	2:40PM	3:00PM

Route 2

Pecan	NAH	Tech	NAH	Pecan
7:20AM	7:40AM	8:00AM		8:20AM
8:20AM	8:40AM	9:00AM		9:20AM
9:20AM	9:40AM	10:00AM		10:20AM
10:20AM	10:40AM	11:00AM		11:20AM
11:20PM	11:40PM	12:00PM		12:20PM
Lunch				
1:50PM	2:10PM	2:30PM		2:50PM
2:50PM	3:10PM	3:30PM		3:50PM
3:50PM	4:10PM	4:30PM		4:50PM

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FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Lower Rio Grande Valley Development Council (LRGVDC)

The Applicant certifies to the applicable provisions of all categories: (*check here*) ☑.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Responsive Service	_____
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock and Operations	_____
20	Tribal Transit Programs	_____
21	Emergency Relief Program	_____

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Lower Rio Grande Valley Development Council (LRGVDC)

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 2/6/23

Name Manuel Cruz, Executive Director Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Lower Rio Grande Valley Development Council (LRGVDC)

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 2-6-23

Name Juan J. Hinojosa Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Exhibit C Vehicle Listing

STC Shuttle Buses

Bus #	Year	Make	MODEL	VIN	Fuel	License Plate #	TYPE	Owner	UNIT #
3	2012	Ford	E-550	1FDGF5GY8CEA33854	Gas	1134132	Xl	STC	57
5	2015	Chevrolet	4500	1GB6G5BG1F1209980	Gas	1190618	III	VM	1512
6	2015	Chevrolet	4500	1GB6G5BG2F1224861	Gas	1190619	III	VM	1513
7	2017	Freightliner	Glaval Concorde II	4UZADRDU7HCHZ3848	Diesel	1366988		STC	89
8	2017	Freightliner	Glaval Concorde II	4UZADRDU3HCJA0881	Diesel	1337711		STC	90
9	2016	Ford	E-450	1FDFE4FSXHDC01285	Gas	1337712	III	STC	91
10	2018	Ford	E-450	1FDFE4F57JDC22651	Gas	1387939	III	STC	146
11	2018	Ford	E-450	1FDFE4FS6JDC31311	Gas	1411958	III	STC	171

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

Purpose and Justification – Administration requests the Committee recommend Board approval of the following award of proposals, purchases, and renewals.

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

1) Campus Dining and Food Truck Services – III (Award)
Award the proposal for campus dining and food truck services - III for the period beginning August 1, 2023 through July 31, 2024 with two one-year options to renew, with 0% commission. The food truck vendor information and locations are as follows:

Food Truck Vendor	Locations
Tacos Matamoros and More, LLC. (Pharr, TX) (New)	Regional Center for Public Safety Excellence
Tacos Matamoros and More, LLC. (Pharr, TX) (New)	Starr County Campus

Purpose and Justification – Facilities Operations and Maintenance and the Purchasing Department are requesting campus dining and food truck services Monday through Friday for the Regional Center for Public Safety Excellence and Starr County Campus.

Food services must be available for the South Texas College faculty, staff, students, and visitors at all campuses. This vendor is offering a breakfast and lunch menu that includes some of the following items: a variety of breakfast tacos, chilaquiles, fajita tacos, steak tacos, street tacos, etc.

Background – The project timeline and information are as follows:

Advertised RFP	May 17, 2023 and May 24, 2023
RFP Responses Due	June 6, 2023
RFP Issued To	Twenty-One (21) Vendors
Responses Received From	One (1) Vendor
Responses Reviewed By	Facilities Operations and Maintenance and the Purchasing Department

2) Childcare Services (Award) – Grant Funded
Award the proposal for childcare services for the period beginning September 1, 2023 through August 31, 2024, at an estimated total Carl Perkins grant amount of $105,500.00. The forty-three (43) qualifying vendors are as follows:

Vendors (City, State)		
Blessings Learning Academy of Alamo, TX, Inc. (Alamo, TX)	**iKids Academy** (Alamo, TX)	**Kid'z First Child Care Center, Inc. #2** (Alton, TX)
Garza's Childcare and Development Center (Donna, TX)	**Little Braves Child Care** (Donna, TX) (New)	**Alma's Daycare Center** (Edinburg, TX)
Genesis Learning Center (Edinburg, TX)	**Imagination Station International Montessori Academy** (Edinburg, TX) (New)	**Next Generation Children's Learning Center, LLC.** (Edinburg, TX) (New)
The Appletree Daycare, Inc. (Edinburg, TX) (New)	**The Appletree Daycare, Inc. III** (Edinburg, TX) (New)	**The Learning Journey Day School** (Edinburg, TX)
VIP Learning Center (Edinburg, TX)	**Brackenridge Children's Center, LLC.** (McAllen, TX)	**Bright Beginnings** (McAllen, TX)
Easter Seals Child Development (McAllen, TX)	**Little Shining Star Daycare, Inc.** (McAllen, TX)	**Loving Angels Child Development Center, LLC.** (McAllen, TX) (New)
Mommyland Bilingual Academy (McAllen, TX)	**Tony's Playhouse Discovery Center** (McAllen, TX)	**Victoria Ann Rios Registered Home** (McAllen, TX) (New)
Bright Beginnings Learning Center (Mission, TX)	**Children's Garden Daycare** (Mission, TX) (New)	**Frontier's Little Academy** (Mission, TX) (New)
Kidz Crusade Academy, LLC. (Mission, TX)	**Martha A. Garcia Registered Childcare** (Mission, TX)	**Palmview Academy** (Mission, TX)
Ready, Set, and Learn Daycare (Mission, TX)	**Fisher Kids Academy** (Palmview, TX)	**Lily's Little Kids Daycare Center, Inc.** (Palmview, TX)
Campanitas Day Care (Pharr, TX)	**Futuros Lideres Learning Center** (Pharr, TX)	**Kids Academy Daycare** (Pharr, TX)
Kids Academy Daycare Center #2 (Pharr, TX)	**Kids on Duty II Daycare & Learning Center** (Pharr, TX)	**Royal Education Center** (Pharr, TX)
Kami's Cuddling Center (Rio Grande City, TX)	**Learning Zone** (Rio Grande City, TX)	**Learning Zone II** (Rio Grande City, TX)
Little Stars Learning Center, LLC. (Rio Grande City, TX) (New)	**The Appletree Daycare, Inc. II** (Sullivan City, TX) (New)	**El Shaddai International Christian Day Care Center** (Weslaco, TX)
The Honey Tree Learning Center (Weslaco, TX) (New)		

Purpose and Justification – The Providing Academic Support to Students (PASS) Program is requesting childcare services for the students participating in the PASS Program majoring

in career and technical education programs that qualify for assistance with their childcare expenses based on available funding through the Carl Perkins grant.

The career and technical education program students that meet the grant requirements qualify for childcare assistance under the Carl Perkins grant. Some of the requirements are as follows: a cumulative 2.7 GPA or higher and full-time status are required for the Fall, Spring, and Summer semesters (no online courses). In order for the vendors to qualify, they must submit all the required proposal documents with appropriate signatures and provide a copy of their current state-issued license to operate a childcare program.

Background – The project timeline and information are as follows:

Advertised RFP	May 24, 2023 and May 31, 2023
RFP Responses Due	June 22, 2023
RFP Issued To	Four Hundred Fifty-Four (454) Vendors
Responses Received From	Forty-Three (43) Vendors
Responses Reviewed By	PASS Program, Grant Development, Management, and Compliance Department, and the Purchasing Department

Funds for this expenditure are budgeted in the Carl Perkins grant budget for FY 2023 – 2024, pending Board approval of the grant and budget.

3) General Purpose Printing (Award)
Award the proposal for general purpose printing for the period beginning September 1, 2023 through August 31, 2024 with two one-year options to renew, at an estimated total amount of $75,000.00. The vendors are as follows:

Vendors (City/State)	Vendors (City/State)
Brand It (McAllen, TX)	**Capital Spectrum/dba Communications Specialist, Inc. (CSI)** (Buda, TX)
Copy Plus (McAllen, TX)	**CW Print Services, Inc.** (Austin, TX) (New)
FedEx Office and Print Services, Inc. (Plano, TX)	**Gateway Printing** (Edinburg, TX)
Huntington Sky Production, Ltd./dba Fastsigns (McAllen, TX)	**NJ Color Graphics and Printing** (Mission, TX)
San Antonio Printing (McAllen, TX)	**Slate Group** (Lubbock, TX)
Sombrero Advertising & Marketing (McAllen, TX) (New)	**UBEO, LLC./dba Copy Zone** (McAllen, TX)

Purpose and Justification – Public Relations and Marketing is requesting general purpose printing as needed for the new fiscal year.

The printing services are needed for various projects that are completed and distributed to faculty, staff, students, and the community to provide information related to upcoming events, past events, registration, course schedules, etc.

Vendors submitting proposals for general purpose printing projects provide quotes dependent on the number of copies, type of paper (weight and color), single or double-sided copying, hole punched, bound, glued, and any other medium that might impact a particular project. The proposal award to each vendor will be based on the services they provide, their pricing, and their availability (delivery timeline).

Background – The project timeline and information are as follows:

Advertised RFP	May 10, 2023 and May 17, 2023
RFP Responses Due	June 1, 2023
RFP Issued To	Twenty (20) Vendors
Responses Received From	Twelve (12) Vendors
Responses Reviewed By	Public Relations and Marketing and the Purchasing Department

Funds for this expenditure are budgeted in the Public Relations and Marketing and various other requesting department budgets for FY 2023 – 2024, pending Board approval of the budget.

4) Ground Maintenance (Award)
Award the proposal for grounds maintenance to **Brightview Landscape Services, Inc.** (Corpus Christi, TX) (New), for the period beginning July 26, 2023 through July 25, 2024 with two one-year options to renew, at an estimated grand total amount of $676,673.61. The services are as follows:

#	Services	Amount	
1	Mowing, Tree Trimming, Shredding Services, and Irrigation Inspections	Estimated	$456,673.61
2	Various Plants, Replacement Plants, and Landscaping as needed	Not Exceeding	$150,000.00
3	Sprinkler System Repairs as needed	Not Exceeding	$70,000.00

Purpose and Justification – Facilities Operations and Maintenance is requesting ground maintenance services for all the South Texas College campuses.

The grounds maintenance contract will include the following services: mowing, shredding of grass, tree trimming, flower beds, plants and plant replacements, and landscaping areas with crushed granite for the Pecan, Nursing and Allied Health, Technology, Starr County, and Mid Valley campuses and the Regional Center for Public Safety Excellence.

Background – The project timeline and information are as follows:

Advertised RFP	May 3, 2023 and May 10, 2023
RFP Responses Due	May 31, 2023
RFP Issued To	Twelve (12) Vendors
Responses Received From	Five (5) Vendors
Responses Reviewed By	Facilities Operations and Maintenance and the Purchasing Department

Funds for this expenditure are budgeted in the Ground Maintenance budget for FY 2022 – 2023 and FY 2023 - 2024, pending Board approval of the budget.

5) Library Materials (Award)
Award the proposal for library materials for the period beginning September 1, 2023 through August 31, 2024 with two one-year options to renew, at an estimated total amount of $205,000.00. The vendors are as follows:

Vendor (City/State)	Vendor (City/State)
Abdo Publishing (Minneapolis, MN)	**Baker & Taylor, LLC.** (Charlotte, NC)
Bound to Stay Bound Books, Inc. (Jacksonville, IL)	**Central Programs, Inc./dba Gumdrop Books** (Bethany, MO)
Ingram Library Services, LLC. (La Vergne, TN)	**Lektro, Inc./dba Escue & Associates** (Robstown, TX)
Midwest Tape, LLC. (Holland, OH)	**ProQuest, LLC.** (Ann Arbor, MI)

Purpose and Justification – Library Services is requesting the purchase of library materials to support instructional programs and other needs of South Texas College students, faculty, staff, and patrons district wide.

The library materials will include books, reference materials, ebooks, and other materials for all the College's academic programs. A list of vendors is needed to fulfill the large variety of requests needed district wide.

Background – The project timeline and information are as follows:

Advertised RFP	May 10, 2023 and May 17, 2023
RFP Responses Due	June 1, 2023
RFP Issued To	Thirty-Seven (37) Vendors
Responses Received From	Eight (8) Vendors
Responses Reviewed By	Library Services and the Purchasing Department

Funds for this expenditure are budgeted in the Library Acquisitions and BAT & Support Materials budgets for FY 2023 – 2024, pending Board approval of the budget.

6) Purchase of Welding Equipment (Award)
Award the proposal for the purchase of welding equipment from **Triple-S Steel Supply, LLC./ dba Alamo Iron Works** (San Antonio, TX), at a total amount of $193,972.33.

Purpose and Justification – The Welding Program in the Division of Business, Public Safety, and Technology is requesting to purchase sixteen (16) welding machines for student instruction. This equipment is needed due to the welding lab expansion at the Mid Valley Campus Building D-Workforce Center.

Background – The project timeline and information are as follows:

Advertised RFP	May 24, 2023 and May 31, 2023
RFP Responses Due	June 15, 2023
RFP Issued To	Four (4) Vendors
Responses Received From	Two (2) Vendors
Responses Reviewed By	Welding Program and the Purchasing Department

Funds for this expenditure are budgeted in the Welding Program budget for FY 2022 – 2023.

7) Virtual Reality Welding Training Simulator – II (Award) – Grant Funded
Award the proposal for a virtual reality welding training simulator - II to **Triple-S Steel Supply, LLC./dba Alamo Iron Works** (San Antonio, TX), at a total amount of $78,615.47.

Purpose and Justification – The Welding Program in the Division of Business, Public Safety, and Technology is requesting to purchase its third virtual reality welding training simulator for student instruction at the Starr County Campus Virtual Reality Lab.

The simulator is necessary for student training and instructor preparation as it realistically simulates the experience of welding devices. It provides a virtual hands-on training experience that allows students to complete more passes in traditional training and provides real-time feedback on different welding techniques and positions to the students and instructors.

A computer-based training system is an educational tool designed to supplement and enhance traditional welding training. It allows students to practice their welding techniques in a simulated and immersive environment.

Background – The project timeline and information are as follows:

Advertised RFP	May 24, 2023 and May 31, 2023
RFP Responses Due	June 15, 2023
RFP Issued To	Three (3) Vendors
Responses Received From	Two (2) Vendors
Responses Reviewed By	Welding Program, Information Technology, and the Purchasing Department

Funds for this expenditure are budgeted in the Carl Perkins Basic grant budget for FY 2022 – 2023.

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

8)Classroom Instructional Podiums (Purchase) – Grant Funded
Purchase classroom instructional podiums from **Computer Comforts, Inc.** (Kemah, TX), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of $68,257.48.

Purpose and Justification – Educational Technologies is requesting to purchase twenty-three (23) classroom instructional podiums for the Starr County Campus Building E South Academic for student instruction. The podiums are part of the audio visual digital video signals upgrade that provides modern computing, presentation devices, and adjustable heights (ADA Compliant) for instruction and student presentation.

Funds for this expenditure are budgeted in the National Telecommunications and Information Administration (NTIA) Connecting Minority Communities Pilot Program federal grant budget for FY 2022 – 2023 and FY 2023 – 2024, pending Board approval of the budget.

9)Online Prep Study Guides and Questions (Purchase)
Purchase online prep study guides and questions from **Elsevier, Inc.** (Houston, TX), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $270,000.00.

Purpose and Justification – The Division of Nursing and Allied Health is requesting to purchase online prep study guides and questions for students in the Vocational Nursing Program. These online prep study guides and questions prepare the students to pass the license exam on their first attempt.

Funds for this expenditure are budgeted in the Vocational Nursing budget for FY 2023 – 2024, pending Board approval of the budget.

B. Purchases and Renewals (B-b. Non – Instructional Items)

10)Air Conditioning Filters and Installation (Purchase)
Purchase air conditioning filters and installation from **Joe W. Fly Company, Inc.** (Dallas, TX/Harlingen, TX), a Texas Association of School Boards – Buyboard approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated annual total amount of $107,759.10, which is based on prior year expenditures. The services are as follows:

#	Equipment	Service	Amount	Annual Amount
1	Air Handlers	Bi-Monthly	$15,743.20	$94,459.20
2	Portable Building AC Units	Quarterly	$976.65	$3,906.60
3	Variable Air Volume Boxes	Semi-Annually	$4,696.65	$9,393.30

Purpose and Justification – Facilities Operations and Maintenance is requesting the purchase, installation, and removal of air conditioning filters for various types of equipment. Three thousand one hundred sixty-nine (3,169) air condition filters are replaced bi-monthly, quarterly, and semi-annually at all STC buildings throughout the district. The filters are needed to maintain the air quality in the buildings and to keep the systems clean and running properly.

Funds for this expenditure are budgeted in the Facilities Maintenance budget for FY 2023 – 2024, pending Board approval of the budget.

11)Building Automation Control Equipment, Parts, and Equipment Maintenance (Purchase)
Purchase building automation control equipment, parts, and equipment maintenance from **Siemens Industry, Inc.** (Buffalo Grove, IL/La Feria, TX), a Sourcewell and The Interlocal Purchasing System (TIPS) purchasing cooperatives approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $95,000.00, which is based on prior year expenditures.

Purpose and Justification – Facilities Operations and Maintenance is requesting to purchase as-needed building automation control equipment, parts, and maintenance, which will include replacement parts and services for all the buildings through the College district.

The primary function of the building automation system is to provide control over heating, cooling, ventilation, lighting, and other critical building systems at all campuses. These parts and services are necessary in order to replace components for the air conditioning building control systems for the chillers to operate efficiently and at full capacity.

Funds for this expenditure are budgeted in the Facilities Maintenance budget for FY 2023 – 2024, pending Board approval of the budget.

12)Chiller Chemicals and Maintenance (Purchase)
Purchase chiller chemicals and maintenance from **Kurita America, Inc.** (Minneapolis, MN), a Choice Partners Cooperative approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $87,000.00, which is based on prior year expenditures.

Purpose and Justification – Facilities Operations and Maintenance is requesting to purchase chiller chemicals and maintenance for all nineteen (19) chillers throughout the district as needed. The chiller chemicals and maintenance are required for all the chillers to operate properly and efficiently.

Funds for this expenditure are budgeted in the Facilities Maintenance budget for FY 2023 – 2024, pending Board approval of the budget.

13)Heating, Ventilation, and Air Conditioning (HVAC) Related Services (Purchase)
Purchase heating, ventilation, and air conditioning (HVAC) related services from **Pro Tech Mechanical, Inc.** (Corpus Christ, TX), The Interlocal Purchasing System (TIPS) purchasing cooperative approved vendor, for the period beginning August 26, 2023 through August 25, 2024, at an estimated total amount of $50,000.00, which is based on prior year expenditures.

Purpose and Justification – Facilities Operations and Maintenance is requesting to purchase services related to heating, ventilation, and air conditioning maintenance and repairs of the sixteen (16) cooling towers. It will include ordering parts, repairs, and service of the district-wide cooling towers as needed.

Funds for this expenditure are budgeted in the Facilities Maintenance budget for FY 2022 – 2023 and FY 2023 – 2024, pending Board approval of the budget.

14)Parts and Supplies (Purchase)
Purchase parts and supplies from **W. W. Grainger, Inc. / dba Grainger** (Austin, TX/McAllen, TX), the State of Texas Multiple Award Schedule (TXMAS), E&I Cooperative Services, Sourcewell, and the Texas Association of School Boards – Buyboard approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $110,000.00, which is based on prior year expenditures.

Purpose and Justification – Facilities Operations and Maintenance is requesting parts and supplies, which will be purchased for the day-to-day operation of the College as needed.

The parts and supplies are needed for electrical, plumbing, and air conditioning repairs throughout the College district. It will include some of the following items: tools, safety wear, fittings, batteries, tape, saw blades, cable ties, screws, repair kits, sealant, steel elbows, and various other parts and supplies.

Funds for this expenditure are budgeted in the Facilities Maintenance budget for FY 2023 – 2024, pending Board approval of the budget.

15) Software Training Services Agreements (Purchase) – Partially – Grant Funded
Purchase software training services agreements from **Optimum Consultancy Services** (Houston, TX), a Texas Department of Information Services (DIR) approved vendor, for the period beginning May 30, 2023 through May 31, 2024, at an estimated total amount of $65,027.58. The services are as follows:

#	Department	Training	Period	Amount
1	Library Services	Office 365, SharePoint, Power Apps (40 hours)	5/30/23 – 5/29/24	$39,993.22
2	Library Services	Microsoft Professional (197 hours)	6/1/23 – 5/31/24	$8,120.45
3	Academic Affairs	Power BI On-Site Training (3 days - 25 students)	August 2023	$16,913.91

Purpose and Justification – Library Services is requesting to purchase software training services for the staff to become proficient in the various software programs that are used on a daily basis. The services will also include technical support as needed.

The Division of Academic Affairs is requesting to purchase customization data software and training services to centralize data needs that support the development of an institutional data hub that provides centralized data resources for administrators as well as faculty and staff. This will support program evaluation, identify and target gaps for specific populations, and support key performance indicators and other institutional goals centered around career and technology education students.

Funds for this expenditure are budgeted in the Library Acquisitions, Library Public Services, and the Carl Perkins grant budgets for FY 2022 – 2023.

16)Commercial Card Services (Accounts Payable Card) (Renewal)
Renew the commercial card services (accounts payable card) contract with **PNC Bank** (McAllen, TX) for the period beginning September 1, 2023 through August 31, 2024, at no charge to the College.

Purpose and Justification – The Business Office is requesting to renew the commercial card services, which can be used for vendor invoice payments and payments to vendors that do not accept purchase orders (registrations, subscriptions, software, etc.).

The Accounts Payable (AP) card serves as an Accounts Payable Department payment solution. It allows the Business Office to expedite payments to vendors and reduce payment processing and statement reconciliation costs and time for the College. In addition, the program offers the College the potential to earn revenue share on payments made using the AP card. The revenue share is based on the rebate schedule set forth below.

Rebate Schedule		
Monthly Charge Volume		Rebate Percentage
Low	High	
$1	$250,000	1.00%
$250,001	$500,000	1.30%
$500,001	$750,000	1.40%
$750,001	$1,000,000	1.50%
$1,000,001+		1.60%
Large Ticket/Reduced Interchange Transaction Rebate 0.70%		

Background – The contract for commercial card services for the period beginning April 1, 2013, was approved at the March 26, 2013, Board of Trustees meeting. This is one of the services that is available under the Depository Services contract.

Since FY 2014, the Board of Trustees has approved one-year contract extensions. The total rebate received from April 1, 2013 through May 31, 2023 is $670,898.22.

Fiscal Year	Rebate Amounts
FY 2015	$38,976.69
FY 2016	$53,275.14
FY 2017	$86,235.21
FY 2018	$121,724.22
FY 2019	$102,205.64
FY 2020	$73,198.51
FY 2021	$73,116.47
FY 2022	$83,473.18
FY2023 Sept-May	$70,656.35

The vendor has complied with all the terms and conditions of the contract and services have been satisfactory.

17)Elevator Maintenance Agreement (Renewal)
Renew the elevator maintenance agreement with **Otis Elevator Company** (Dallas, TX), a Texas Association of School Boards – Buyboard approved vendor for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $100,000.00, which is based on prior year expenditures.

Purpose and Justification – Facilities Operations and Maintenance is requesting to renew the elevator maintenance agreement for all the elevators district wide.

The elevator maintenance agreement includes the regular examinations and repairs of all thirty-one (31) elevators located at all campuses. The services will be requested from the vendor by the Facilities Maintenance Department as needed.

Funds for this expenditure are budgeted in the Mechanical Systems Maintenance budget for FY 2023 – 2024, pending Board approval of the budget.

B. Purchases and Renewals (B-c. Technology Item)

18)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) at $48,348.50 and **Apple, Inc.** (Dallas, TX) at $1,164.00, at a total amount of $49,512.50.

Information Technology has evaluated all the purchase requests for computers, laptops, and tablets and does not have refurbished systems available for new hires. Instructional and/or

business needs must be clearly identified/justified for any equipment that is an 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:

- Staff Laptops
  ⇒ 6 Laptops for Purchasing Department
  ⇒ 4 Laptops for Central Receiving
  ⇒ 1 Laptop for Business Office

- Faculty Laptops
  ⇒ 3 Laptops for Associate Degree Nursing Program

- Student Computers
  ⇒ 8 Computers for Learning Commons and Open Labs

- Student Tablets
  ⇒ 1 Tablet for Surveying and Geospatial Technology Program

Funds for these expenditures are budgeted in the requesting department budgets for FY 2022 - 2023 as follows: Purchasing, Central Receiving, Associate Degree Nursing, Learning Commons and Open Labs, Surveying and Geospatial Technology, and Business Office.

19)Time and Attendance Software License, Maintenance, and Support Agreements (Renewal)

Renew the time and attendance software license, maintenance, and support agreements with **Timeclock Plus, LLC.** (San Angelo, TX), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2026, at an estimated total amount of $184,594.23. The annual payments are as follows: Year 1: $54,715.49, Year 2: $61,447.02, and Year 3: $68,431.72.

Purpose and Justification – The Business Office is requesting to renew the time and attendance software license, maintenance, and support agreements which are used by employees to clock in and out and request leave.

This system is used to review timecards, and in conjunction with Banner, to complete the payroll processing for all employees of the College.

Funds for this expenditure are budgeted in the Business Office budget for FY 2023 – 2024, FY 2024 – 2025, and FY 2025 – 2026, all pending Board approval of the budget.

Recommendation:
It is requested that the Committee recommend for Board approval the award of proposals, purchases, and renewals at a total cost of $2,521,912.30 as listed below:

A. Award of Proposals

1) **Campus Dining and Food Truck Services – III (Award):** award the proposal for campus dining and food truck services – III for the period beginning August 1, 2023 through July 31, 2024 with two one-year options to renew, with 0% commission. The food truck vendor information and locations are as follows:

Food Truck Vendor	Locations
Tacos Matamoros and More, LLC. (Pharr, TX) (New)	Regional Center for Public Safety Excellence
Tacos Matamoros and More, LLC. (Pharr, TX) (New)	Starr County Campus

2) **Childcare Services (Award) – Grant Funded:** award the proposal for childcare services for the period beginning September 1, 2023 through August 31, 2024, at an estimated total Carl Perkins grant amount of $105,500.00. The forty-three (43) qualifying vendors are as follows:

Vendors (City, State)		
Blessings Learning Academy of Alamo, TX, Inc. (Alamo, TX)	**iKids Academy** (Alamo, TX)	**Kid'z First Child Care Center, Inc. #2** (Alton, TX)
Garza's Childcare and Development Center (Donna, TX)	**Little Braves Child Care** (Donna, TX) (New)	**Alma's Daycare Center** (Edinburg, TX)
Genesis Learning Center (Edinburg, TX)	**Imagination Station International Montessori Academy** (Edinburg, TX) (New)	**Next Generation Children's Learning Center, LLC.** (Edinburg, TX) (New)
The Appletree Daycare, Inc. (Edinburg, TX) (New)	**The Appletree Daycare, Inc. III** (Edinburg, TX) (New)	**The Learning Journey Day School** (Edinburg, TX)
VIP Learning Center (Edinburg, TX)	**Brackenridge Children's Center, LLC.** (McAllen, TX)	**Bright Beginnings** (McAllen, TX)
Easter Seals Child Development (McAllen, TX)	**Little Shining Star Daycare, Inc.** (McAllen, TX)	**Loving Angels Child Development Center, LLC.** (McAllen, TX) (New)
Mommyland Bilingual Academy (McAllen, TX)	**Tony's Playhouse Discovery Center** (McAllen, TX)	**Victoria Ann Rios Registered Home** (McAllen, TX) (New)
Bright Beginnings Learning Center (Mission, TX)	**Children's Garden Daycare** (Mission, TX) (New)	**Frontier's Little Academy** (Mission, TX) (New)

Vendors (City, State)		
Kidz Crusade Academy, LLC. (Mission, TX)	**Martha A. Garcia Registered Childcare** (Mission, TX)	**Palmview Academy** (Mission, TX)
Ready, Set, and Learn Daycare (Mission, TX)	**Fisher Kids Academy** (Palmview, TX)	**Lily's Little Kids Daycare Center, Inc.** (Palmview, TX)
Campanitas Day Care (Pharr, TX)	**Futuros Lideres Learning Center** (Pharr, TX)	**Kids Academy Daycare** (Pharr, TX)
Kids Academy Daycare Center #2 (Pharr, TX)	**Kids on Duty II Daycare & Learning Center** (Pharr, TX)	**Royal Education Center** (Pharr, TX)
Kami's Cuddling Center (Rio Grande City, TX)	**Learning Zone** (Rio Grande City, TX)	**Learning Zone II** (Rio Grande City, TX)
Little Stars Learning Center, LLC. (Rio Grande City, TX) (New)	**The Appletree Daycare, Inc. II** (Sullivan City, TX) (New)	**El Shaddai International Christian Day Care Center** (Weslaco, TX)
The Honey Tree Learning Center (Weslaco, TX) (New)		

3) **General Purpose Printing (Award):** award the proposal for general purpose printing for the period beginning September 1, 2023 through August 31, 2024 with two one-year options to renew, at an estimated total amount of $75,000.00,

Vendor (City/State)	Vendor (City/State)
Brand It (McAllen, TX)	**Capital Spectrum/dba Communications Specialist, Inc. (CSI),** (Buda, TX)
Copy Plus (McAllen, TX)	**CW Print Services, Inc.** (Austin, TX) (New)
FedEx Office and Printing Services, Inc. (Plano, TX)	**Gateway Printing** (Edinburg, TX)
Huntington Sky Production, Ltd./dba Fastsigns (McAllen, TX)	**NJ Color Graphics and Printing** (Mission, TX)
San Antonio Printing (McAllen, TX)	**Slate Group** (Lubbock, TX)
Sombrero Advertising & Marketing (McAllen, TX) (New)	**UBEO, LLC./ dba Copy Zone** (McAllen, TX)

4) **Ground Maintenance (Award):** award the proposal for ground maintenance to **Brightview Landscape Services, Inc.** (Corpus Christi, TX) (New), for the period beginning July 26, 2023 through July 25, 2024 with two one-year options to renew, at an estimated grand total amount of $676,673.61. The services are as follows:

#	Services	Amount	
1	Mowing, Tree Trimming, Shredding Services, and Irrigation Inspections	Estimated	$456,673.61
2	Various Plants, Replacement Plants, and Landscaping as needed	Not Exceeding	$150,000.00

#	Services	Amount	
3	Sprinkler System Repairs as needed	Not Exceeding	$70,000.00

5) **Library Materials (Award):** award the proposal for library materials for the period beginning September 1, 2023 through August 31, 2024 with two one-year options to renew, at an estimated total amount of $205,000.00. The vendors are as follows:

Vendor (City/State)	Vendor (City/State)
Abdo Publishing (Minneapolis, MN)	**Baker & Taylor, LLC.** (Charlotte, NC)
Bound to Stay Bound Books, Inc. (Jacksonville, IL)	**Central Programs, Inc./dba Gumdrop Books** (Bethany, MO)
Ingram Library Services, LLC. (La Vergne, TN)	**Lektro, Inc./dba Escue & Associates** (Robstown, TX)
Midwest Tape, LLC. (Holland, OH)	**ProQuest, LLC.** (Ann Arbor, MI)

6) **Purchase of Welding Equipment (Award):** award the proposal for the purchase of welding equipment from **Triple-S Steel Supply, LLC./ dba Alamo Iron Works** (San Antonio, TX), at a total amount of $193,972.33;

7) **Virtual Reality Welding Training Simulator – II (Award) – Grant Funded:** award the proposal for a virtual reality welding training simulator - II to **Triple-S Steel Supply, LLC./dba Alamo Iron Works** (San Antonio, TX), at a total amount of $78,615.47;

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

8) **Classroom Instructional Podiums (Purchase) – Grant Funded:** purchase of classroom instructional podiums from **Computer Comforts, Inc.** (Kemah, TX), The Interlocal Purchasing System (TIPS) approved vendor, at a total amount of $68,257.48;

9) **Online Prep Study Guides and Questions (Purchase):** purchase online prep study guides and questions from **Elsevier, Inc.** (Houston, TX), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $270,000.00;

B. Purchases and Renewals (B-b. Non-Instructional Items)

10) **Air Conditioning Filters and Installation (Purchase):** purchase air conditioning filters and installation from **Joe W. Fly Company, Inc.** (Dallas, TX/Harlingen, TX), a Texas Association of School Boards – Buyboard approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated annual total amount of $107,759.10, which is based on prior year expenditures. The services are as follows:

#	Equipment	Service	Amount	Annual Amount
1	Air Handlers	Bi-Monthly	$15,743.20	$94,459.20
2	Portable Building AC Units	Quarterly	$976.65	$3,906.60

#	Equipment	Service	Amount	Annual Amount
3	Variable Air Volume Boxes	Semi-Annually	$4,696.65	$9,393.30

11) **Building Automation Control Equipment, Parts, and Equipment Maintenance (Purchase):** purchase building automation control equipment, parts, and maintenance from **Siemens Industry, Inc.** (Buffalo Grove, IL/La Feria, TX), a Sourcewell and The Interlocal Purchasing System (TIPS) purchasing cooperatives approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $95,000.00, which is based on prior year expenditures;

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13) **Heating, Ventilation, and Air Conditioning (HVAC) Related Services (Purchase):** purchase heating, ventilation, and air conditioning (HVAC) related services from **Pro Tech Mechanical, Inc.** (Corpus Christi, TX), The Interlocal Purchasing System (TIPS) purchasing cooperative approved vendor, for the period beginning August 26, 2023 through August 25, 2024, at an estimated total amount of $50,000.00, which is based on prior year expenditures;

14) **Parts and Supplies (Purchase):** purchase parts and supplies from **W. W. Grainger, Inc. / dba Grainger** (Austin, TX/McAllen, TX), a State of Texas Multiple Award Schedule (TXMAS), E&I Cooperative Services, Sourcewell, and the Texas Association of School Boards – Buyboard approved vendor, for the period beginning September 1, 2023 and August 31, 2024, at an estimated total amount of $110,000.00, which is based on prior year expenditures;

15) **Software Training Services Agreements (Purchase) – Grant Funded (Partially):** purchase software training services agreements from **Optimum Consultancy Services** (Houston, TX), a Texas Department of Information Resources (DIR) approved vendor, for the period beginning May 30, 2023 through May 31, 2024, at an estimated total amount of $65,027.58. The services are as follows:

#	Department	Training	Period	Amount
1	Library Services	Office 365, SharePoint, Power Apps (40 hours)	5/30/23 – 5/29/24	$39,993.22
2	Library Services	Microsoft Professional (197 hours)	6/1/23 – 5/31/24	$8,120.45
3	Academic Affairs	Power BI On-Site Training (3 days - 25 students)	August 2023	$16,913.91

16) **Commercial Card Services (Accounts Payable Card) (Renewal):** renew the commercial card services (accounts payable card) contract with **PNC Bank** (McAllen, TX), for the period beginning September 1, 2023 through August 31, 2024, at no charge to the College;

17) **Elevator Maintenance Agreement (Renewal):** renew the elevator maintenance agreement with **Otis Elevator Company** (Dallas, TX), a Texas Association of School Boards – Buyboard approved vendor, for the period beginning September 1, 2023 through August 31, 2024, at an estimated total amount of $100,000.00, which is based on prior year expenditures;

B. Purchases and Renewals (B-c. Technology Items)

18) **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) at $48,348.50 and **Apple, Inc.** (Dallas, TX) at $1,164.00, at a total amount of $49,512.50;

19) **Time and Attendance Software License, Maintenance, and Support Agreements (Renewal):** renew the time and attendance software license, maintenance, and support agreements with **Timeclock Plus, LLC.** (San Angelo, TX), a sole source vendor, for the period beginning September 1, 2023 through August 31, 2026, at an estimated total amount of $184,594.23. The annual payments are as follows: Year 1: $54,715.49, Year 2: $61,447.02, and Year 3: $68,431.72;

SOUTH TEXAS COLLEGE
1. CAMPUS DINING AND FOOD TRUCK SERVICES - III
PROJECT NO. 22-23-1068

NAME		Tacos Matamoros and More, LLC.
ADDRESS		2418 S Cage St
CITY/STATE/ZIP		Pharr, TX 78577
PHONE		956-617-0367
CONTACT		Hugo De La Garza
#	**Description**	**Proposed**
Proposed Menu and Services:		
1	Breakfast	Flour Tacos: Egg, Potato Egg, Ham & Egg, Bacon & Egg, Chorizo & Egg Chilaquiles Matamoros (Tortilla Chips, Salsa, Fresh Cheese)
		Price Range: $0.99 - $5.99
2	Lunch	Tacos Matamoros (5) Beef Steak or Fajita, Avocado, Fresh Cheese) Fajita or Beef Tacos (5) Fajita
		Price Range: $9.99 - $10.99
Proposed Location and Hours:		
3	Cafeteria Space	No
4	Food Truck Locations	~Regional Center for Public Safety Excellence ~Starr County Campus
5	Hours of Operation: 7:00 a.m. - 2:00 p.m. Monday through Friday	Yes
6	Can you expand hours beyond 2:00 p.m. if requested?	Regional Center for Public Safety Excellence - till 3:00 p.m.
7	Services for special occasions or on weekends if requested?	Yes
8	Consider hiring work-study students?	Yes
Commission Paid to the College		
9	Commission Percentage	0%
TOTAL EVALUATION POINTS		92.32
RANKING		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. CAMPUS DINING AND FOOD TRUCK SERVICES - III
PROJECT NO. 22-23-1068
EVALUATION SUMMARY

VENDOR		Tacos Matamoros and More, LLC.	
ADDRESS		2418 S Cage St	
CITY/STATE/ZIP		Pharr, TX 78577	
PHONE		956-617-0367	
CONTACT		Hugo De La Garza	
1	The respondent's proposal. (up to 40 points)	40	40
		40	
		40	
2	The respondent's experience and reputation in providing the goods and/or services requested in this RFP. (up to 18 points)	15	15.66
		16	
		16	
3	The quality and variety of product offered by the respondent. (up to 18 points)	15	15.66
		16	
		16	
4	The respondent's policy in handling customer service complaints/issues. (up to 15 points)	15	14
		14	
		13	
5	The Vendor's past relationship with the College. (up to 3 points)	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	
7	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state. (up to 5 points)	5	5
		5	
		5	
TOTAL EVALUATION POINTS		92.32	
RANKING		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	
1	**Criterion 1: The purchase price** a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	37		
2	**Criterion 2: The reputation of the vendor and of the vendor's goods or services** a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	18	15-18 10-14 5-9 0-4	Excellent Acceptable Marginal Poor/No Response
3	**Criterion 3: The quality of the vendor's goods or service** a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	14-16 10-13 5-9 0-4	Excellent Acceptable Marginal Poor/No Response
4	**Criterion 4: The extent to which the goods or services meet the district's needs** a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	15	12-15 7-11 3-6 0-2	Excellent Acceptable Marginal Poor/No Response
5	**Criterion 5: The vendor's past relationship with the district** a. Quality of Past Performances with STC ******New Vendors will receive two points**	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6	**Criterion 6: The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses** a. Provided the Certification	1	1 0	Yes No
7	**Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and** a. Annual Escalation Increase b. Annual Maintenance Cost	5	5 3-4 1-2 0	Excellent Acceptable Marginal Poor/No Response
8	**Criterion 8: For a contract for goods and services, other that goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:** a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0	Yes No
9	**Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:** a. Financial Standing b. Potential or Pending Sale of Business			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. CHILDCARE SERVICES
PROJECT NO. 23-24-1002

#	CONTACT	BUSINESS NAME	MAILING ADDRESS	PHYSICAL ADDRESS	CITY/STATE	ZIP	PHONE
1	Margie Corrales / Lora Corrales	Blessings Learning Academy of Alamo TX, Inc.		401 E Business 83	Alamo, TX	78516	(956) 781-2325
2	Kimberly Hess	iKids Academy	P O Box 1027 Edinburg, TX 78540	823 S Alamo Rd	Alamo, TX	78516	(956) 781-5683
3	Sylvia Salamanca	Kid'z First Child Care Center, Inc. #2		122 S Alton Blvd	Alton, TX	78573	(956) 581-7030
4	Diana T. Garza	Garza's Childcare and Development Center	P O Box 1074 Donna, TX 78537	104 E Roberts Ave	Donna, TX	78537	(956) 464-4025
5	Corina Lavin	Little Braves Child Care		2010 Redskin Ave Ste B	Donna, TX	78537	(956) 377-5466
6	Alma Sonia Salazar	Alma's Daycare Center		4511 S Veterans Blvd	Edinburg, TX	78542	(956) 380-4079
7	Maria Oralia Rodriguez	Genesis Learning Center		4106 S Raul Longoria	Edinburg, TX	78542	(956) 787-9611
8	Irma Torres	Imagination Station International Montessori Academy		705 S Raul Longoria Rd	Edinburg, TX	78542	(956) 381-6490
9	Graciela Gracia	Next Generation Children's Learning Center, LLC.		4709 E Curry Rd Ste B	Edinburg, TX	78542	(956) 270-4824
10	Gloria D. Flores	The Appletree Daycare, Inc.		201 E Lovett St	Edinburg, TX	78541	(956) 383-6203
11	Thelma Flores	The Appletree Daycare, Inc. III		3722 S Sugar Rd	Edinburg, TX	78539	(956) 318-1138
12	Jennifer M. Perez	The Learning Journey Day School		2602 Cornerstone Blvd	Edinburg, TX	78539	(956) 664-2107
13	Marisela Cavazos	VIP Learning Center		2021 E University Dr	Edinburg, TX	78542	(956) 316-1155
14	Jackeline Guillon Matus	Brackenridge Children's Center, LLC.		10 South 27th St	McAllen, TX	78501	(956) 630-3647
15	Lorena Canales	Bright Beginnings		3800 N 23rd St	McAllen, TX	78501	(956) 618-2355
16	Patricia Rosenlund	Easter Seals Child Development		1217 W Houston Ave	McAllen, TX	78501	(956) 631-9171
17	Martha O. Guillon	Little Shining Stars Daycare, Inc.		6620 N 23rd	McAllen, TX	78504	(956) 668-7008
18	Erik Humphrey	Loving Angels Child Development Center, LLC.		3615 N Ware Rd	McAllen, TX	78501	(956) 618-1090
19	Itzel Hernandez	Mommyland Bilingual Academy	8700 N 29th St McAllen, TX 78504	3425 State Highway 107	McAllen, TX	78504	(956) 800-4226
20	Evon Ibarra	Tony's Playhouse Discovery Center		1929 W Pecan	McAllen, TX	78501	(956) 971-8669
21	Victoria Rios	Victoria Ann Rios Registered Home	213 S 24th St McAllen, TX 78501	2401 Beaumont Ave	McAllen, TX	78501	(956) 483-4494
22	Sylvia Caratachea	Bright Beginnings Learning Center		1721 E Griffin Parkway	Mission, TX	78572	(956) 271-4497
23	Maria Rodriguez	Children's Garden Daycare		137 S Bentsen Palm Drive	Mission, TX	78572	(956) 598-8878
24	Jose L. Villegas	Frontier's Little Academy		2913 N Moorefield Rd	Mission, TX	78574	(956) 591-0504
25	Monica Garcia	Kidz Crusade Academy, LLC.		2407 Brock St Ste 18	Mission, TX	78572	(956) 584-7474
26	Martha Garcia	Martha A. Garcia Registered Childcare		3705 N Palm Leaf Circle	Mission, TX	78574	(956) 905-0430
27	Marlen Roel	Palmview Academy		1953 E Goodwin Rd	Mission, TX	78574	(956) 581-6362

SOUTH TEXAS COLLEGE
2. CHILDCARE SERVICES
PROJECT NO. 23-24-1002

#	CONTACT	BUSINESS NAME	MAILING ADDRESS	PHYSICAL ADDRESS	CITY/STATE	ZIP	PHONE
28	Laurita Rocha	Ready, Set, and Learn Daycare		121 E 2 Mile Rd	Mission, TX	78573	(956) 271-4310
29	Maria Silvia Perez	Fisher Kids Academy		742 S Bentsen Palm Dr	Palmview, TX	78572	(956) 581-0043
30	Lydia G. Zuniga	Lily's Little Kids Daycare Center, Inc.		953 W Palm Vista Dr	Palmview, TX	78572	(956) 585-3911
31	Felicitas Bazan	Campanitas Day Care		8011 A Cisne St	Pharr, TX	78577	(956) 782-5221
32	Maria G. Hernandez	Futuros Lideres Learning Center		1800 W Hall Acres Rd	Pharr, TX	78577	(956) 961-4568
33	San Juanita Gonzalez	Kids Academy Daycare		5510 N Cage Ste I	Pharr, TX	78577	(956) 223-2543
34	San Juanita Gonzalez	Kids Academy Daycare Center #2		202 S Veterans Blvd	Pharr, TX	78577	(956) 223-2615
35	Suhey Gaytan	Kids on Duty II Daycare & Learning Center		6908 S Cage Blvd Ste A	Pharr, TX	78577	(956) 787-7837
36	Reyna Canto	Royal Education Center		2001 S Jackson Rd	Pharr, TX	78577	(956) 666-9011
37	Roxana Mascorro	Kami's Cuddling Center		4206 E Juarez St	Rio Grande City, TX	78582	(956) 487-4859
38	Isabel Garza	Learning Zone	4201 E Juarez St Rio Grande City, TX 78582	3561 W Hwy 83	Rio Grande City, TX	78582	(956) 488-1260
39	Isabel Garza	Learning Zone II	4201 E Juarez St Rio Grande City, TX 78582	307 N FM 3167 Ste A	Rio Grande City, TX	78582	(956) 488-9194
40	Maria Yolanda Longoria	Little Stars Learning Center, LLC.	1886 Quito Ave Rio Grande City, TX 78582	304 N Mariposa St	Rio Grande City, TX	78582	(956) 487-8013
41	Maricruz Solis	The Appletree Daycare, Inc. II	PO Box 622 Sullivan City, TX 78595	1501 W Expressway 83	Sullivan City, TX	78595	(956) 485-9069
42	Richard Hill	El Shaddai International Christian Day Care Center		723 S Airport Dr	Weslaco, TX	78596	(956) 968-8814
43	Nereyda Garcia	The Honey Tree Learning Center	Mile 15 1/2 N FM 88 Weslaco, TX 78599	17307 N FM 88	Weslaco, TX	78599	(956) 262-8060

The Director of Purchasing has reviewed all the responses.

SOUTH TEXAS COLLEGE
3. GENERAL PURPOSE PRINTING
PROJECT NO. 23-24-1005

	NAME	Brand It	Capital Spectrum/dba Communications Specialist, Inc. (CSI)	Copy Plus	CW Print Services, Inc.	FedEx Office and Print Services, Inc.	Gateway Printing	Huntington Sky Production, Ltd./dba Fastsigns	NJ Color Graphics and Printing	San Antonio Printing	Slate Group	Sombrero Advertising & Marketing	UBEO, LLC./ dba Copy Zone
	ADDRESS	5105-A N 10th St	502 S Loop 4	4500 N 10th St Ste 240	8222 N Lamar Blvd Ste E44	7900 Legacy Dr	315 S Closner Blvd	3900 N 23rd St	2403 E Griffin Parkway Ste C1	2635 W US Hwy 83	6024 45th St	2205 W Jackson Ave	3701 N Bicentennial Blvd Ste 100
	CITY/STATE/ZIP	McAllen, TX 78504	Buda, TX 78610	McAllen, TX 78504	Austin, TX 78753	Plano, TX 75024	Edinburg, TX 78539	McAllen, TX 78504	Mission, TX 78572	McAllen, TX 78501	Lubbock, TX 79407	McAllen, TX 78501	McAllen, TX 78501
	PHONE	956-687-7666	512-478-3448	956-668-7587	512-331-9992	469-980-3000	956-383-3861	956-618-1800	956-487-5751	956-687-6868	806-794-7752	505-675-5733	956-668-9600
	FAX	956-467-5453		956-668-7590		469-980-3054	956-383-1037				806-798-8190	512-290-6796	956-668-7818
	CONTACT	Leonel Cantu	G. Vance Sack	Lorissa Pecina	Eric Lord	Aimee DiCicco	Kelly Huerta	Ernest Macias	Jesus J. Garza	Antonio Delgado	Lorenzo Salazar	Sam Benson III	Pily Stevens
#	Description	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
1. FLIERS (SINGLE SIDED)													
1a	**8.5 x 11 24# Text White or similar, 4 Color Process, Full Bleed, No Folds**												
	Cost per 250	$ 197.50	$ 130.00	$ 47.25	$ 80.00	$ 105.86	$ 57.50	$ 220.00	$ 62.50	$ 175.00	$ 77.50	$ 280.00	$ 62.42
	Cost per 500	$ 220.00	$ 160.00	$ 89.50	$ 145.00	$ 127.75	$ 90.00	$ 245.00	$ 125.00	$ 325.00	$ 120.00	$ 515.00	$ 105.90
	Shipping Charges				$ 10.00		$ -	$ 35.00	$ -		$ 15.00	250 - $2.99 500 - $3.99	$ -
2. BROCHURES													
2a	**8.5 x 11 100#, Gloss Text White, 4 Color Process, Double-Sided Printing, Full Bleed Both Sides, Tri-fold**												
	Cost per 1,000	$ 290.00	$ 440.00	$ 271.00	$ 580.00	$ 335.61	$ 270.00	$ 490.00	$ 500.00	$ 1,200.00	$ 1,290.00	$ 1,750.00	$ 381.60
	Cost per 2,000	$ 460.00	$ 780.00	$ 520.00	$ 1,100.00	$ 500.22	$ 460.00	$ 980.00	$ 1,000.00	$ 1,900.00	$ 1,540.00	$ 2,900.00	$ 724.00
	Shipping Charges				$ 10.00		$ -	1,000 - $30.00 2,000 - $50.00	$ -		1,000 - $25.00 2,000 - $50.00	1,000 - $4.99 2,000 - $5.99	$ -
3. POSTCARDS													
3a	**5 x 7 14 PT White Cover Gloss or similar, (4/1), Double-Sided, Full Bleed**												
	Cost per 3,000	$ 300.00	$ 660.00	$ 456.00	$ 540.00	$ 483.09	$ 390.00	$ 540.00	$ 900.00	$ 1,800.00	$ 630.00	$ 3,630.00	$ 498.00
	Cost per 5,000	$ 500.00	$ 1,050.00	$ 500.00	$ 750.00	$ 697.29	$ 600.00	$ 900.00	$ 1,500.00	$ 2,750.00	$ 950.00	$ 6,000.00	$ 792.50
	Shipping Charges				3,000 - $15.00 5,000 - $17.00		$ -	3,000 - $55.00 5,000 - $90.00	$ -		3,000 - $45.00 5,000 - $60.00	3,000 - $3.99 5,000 - $4.99	$ -
4. RACKCARDS													
4a	**4 x 9 100# PT Gloss Cover-White, (4/4), Double-Sided, Full Bleed**												
	Cost per 1,000	$ 190.00	$ 230.00	$ 190.00	$ 180.00	$ 207.01	$ 140.00	$ 300.00	$ 300.00	$ 800.00	$ 200.00	$ 1,030.00	$ 156.30
	Cost per 2,000	$ 300.00	$ 340.00	$ 376.00	$ 300.00	$ 321.02	$ 240.00	$ 600.00	$ 600.00	$ 1,500.00	$ 300.00	$ 2,060.00	$ 284.80
	Shipping Charges				$ 10.00		$ -	1,000 - $35.00 2,000 - $55.00	$ -		1,000 - $30.00 2,000 - $45.00	1,000 - $2.99 2,000 - $3.99	$ -
5. NCR FORMS													
5a	**Based on a 2-part NCR form**												
	8.5 x 11, Single Sided, Black Ink												
	Cost per 100	$ 67.00	$ 59.00	$ 24.40	$ 30.00	$ 46.50	$ 38.00		$ 20.00	$ 90.00	$ 74.00	$ 120.00	$ 38.10
	Cost per 500	$ 230.00	$ 175.00	$ 112.00	$ 145.00	$ 177.50	$ 105.00		$ 100.00	$ 200.00	$ 270.00	$ 600.00	$ 92.80
	Shipping Charges				$ 10.00		$ -		$ -		100 - $20.00 500 - $30.00	100 - $3.99 500 - $4.99	$ -
5b	**Based on a 3-part NCR form**												
	8.5 x 11, Single Sided, Black Ink												
	Cost per 100	$ 87.00	$ 75.00	$ 38.40	$ 36.00	$ 61.50	$ 49.00		$ 30.00	$ 110.00	$ 86.00	$ 169.00	$ 61.08
	Cost per 500	$ 300.00	$ 245.00	$ 176.50	$ 165.00	$ 252.50	$ 160.00		$ 150.00	$ 250.00	$ 330.00	$ 845.00	$ 183.65
	Shipping Charges				$ 10.00		$ -		$ -		100 - $20.00 500 - $30.00	100 - $4.99 500 - $5.99	$ -
Escalation													
a	Second Year	3%	0%	0% - 10%	5%		6%	30%	5%	0%	3%	3%	10%
b	Third Year	5%	10%	0% - 10%	8%		12%	40%	5%	10%	3%	4%	7% from Year 2 Pricing

The Director of Purchasing has reviewed all the responses.

SOUTH TEXAS COLLEGE
4. GROUNDS MAINTENANCE
PROJECT NO. 22-23-1066

		VENDOR	Brightview Landscape Services, Inc.		Green Valley Lawn & Maintenance, LLC.		Maldonado Landscape		South Texas Landscapes, Irrigation, and Pest Control, LLC.		TLC Total Lawn Care, LLC.	
		ADDRESS	4570 Baldwin Blvd		2006 Gardenia St		402 N Washington		1802 Nugget St		16380 N Evans Rd Ste 3	
		CITY/STATE/ZIP	Corpus Christi, TX 78408		Penitas, TX 78576		Harlingen, TX 78851		Penitas, TX 78576		Selma, TX 78154	
		PHONE	361-462-3148		956-607-4448		361-935-1385		956-862-0232		800-796-8087	
		CONTACT	Ben Strickland		Humberto Garcia Jr		Jerry Maldonado		Alexis Garza		Gerry Bower	
#	**Qty**	**Description**	**Per Service**	**Annual Amount**	**Per Service**	**Annual Amount**	**Per Service**	**Annual Amount**	**Per Service**	**Annual Amount**	**Per Service**	**Annual Amount**
Mowing Services												
1	46	Pecan Campus	$ 2,720.38	$ 125,137.48	$ 3,500.00	$ 161,000.00	$ 4,049.30	$ 186,267.80	$ 3,000.00	$ 138,000.00	$ 3,043.48	$ 140,000.08
2	46	Pecan Plaza	$ 138.33	$ 6,363.18	$ 525.00	$ 24,150.00	$ 263.29	$ 12,111.34	$ 100.00	$ 4,600.00	$ 182.35	$ 8,388.10
3	46	Jag 600 Parking Lot	$ 279.84	$ 12,872.64	$ 1,050.00	$ 48,300.00	$ 550.31	$ 25,314.26	$ 250.00	$ 11,500.00	$ 361.87	$ 16,646.02
4	46	Mid Valley Campus	$ 1,477.39	$ 67,959.94	$ 2,100.00	$ 96,600.00	$ 2,130.21	$ 97,989.66	$ 1,100.00	$ 50,600.00	$ 1,457.74	$ 67,056.04
5	46	Nursing and Allied Health Campus	$ 652.05	$ 29,994.30	$ 1,750.00	$ 80,500.00	$ 1,056.53	$ 48,600.38	$ 500.00	$ 23,000.00	$ 870.78	$ 40,055.88
6	46	Regional Center for Public Service Center	$ 516.68	$ 23,767.28	$ 1,400.00	$ 64,400.00	$ 669.19	$ 30,782.74	$ 520.00	$ 23,920.00	$ 555.57	$ 25,556.22
7	46	Technology Campus	$ 867.07	$ 39,885.22	$ 1,750.00	$ 80,500.00	$ 1,175.94	$ 54,093.24	$ 900.00	$ 41,400.00	$ 1,185.89	$ 54,550.94
8	46	Starr County Campus	$ 1,575.33	$ 72,465.18	$ 2,450.00	$ 112,700.00	$ 2,623.03	$ 120,659.38	$ 1,400.00	$ 64,400.00	$ 2,009.87	$ 92,454.02
Total for Annual Mowing Services			$	378,445.22	$	668,150.00	$	575,818.80	$	357,420.00	$	444,707.30
Tree Trimming Services Per Service Charge (Once a Year)												
9		Pecan Campus	$	5,806.87	$	43,210.00	$	27,632.96	$	15,000.00	$	21,525.00
10		Nursing and Allied Health Campus	$	1,332.13	$	10,055.00	$	5,832.42	$	3,000.00	$	4,851.00
11		Technology Campus	$	1,083.87	$	8,305.00	$	4,242.50	$	2,800.00	$	3,872.00
12		Starr County Campus	$	1,380.56	$	10,230.00	$	6,624.64	$	3,600.00	$	6,743.00
13		Mid Valley Campus	$	2,307.00	$	17,835.00	$	8,465.39	$	6,200.00	$	8,144.00
14		Regional Center for Public Service Center	$	411.76	$	3,400.00	$	722.95	$	1,100.00	$	1,321.00
15		Pecan Plaza	$	369.35	$	2,735.00	$	1,758.29	$	1,000.00	$	1,619.00
16		Jag 600 Parking Lot	$	690.29	$	6,015.00	$	1,285.63	$	2,000.00	$	2,472.00
Total for Tree Trimming Services			$	13,381.83	$	101,785.00	$	56,564.78	$	34,700.00	$	50,547.00
Plants, Shrubs, Mulch, and Landscape Materials												
17		Discount to STC for Plants & Shrubs	5%				5%		10%		20%	
18		Discount to STC for Mulch	5%				5%		10%		20%	
19		Discount to STC for Landscape Materials	5%				5%		10%		20%	
20		Per plant, Mulch, & Landscape Materials Installation Discount	5%				10%		10%		20%	
Shredding of Grass Services												
21	6	Pecan Campus (34 acres on South side of Pecan Blvd.)	$ 1,309.42	$ 7,856.52	$ 1,870.00	$ 11,220.00	$ 660.88	$ 3,965.28	$ 880.00	$ 5,280.00	$ 1,509.00	$ 9,054.00
22	6	Pecan Campus (North Side of 600 Space Parking Lot)	$ 1,309.42	$ 7,856.52	$ 385.00	$ 2,310.00	$ 135.36	$ 812.16	$ 300.00	$ 1,800.00	$ 166.67	$ 1,000.02
23	6	Starr County Campus	$ 385.00	$ 2,310.00	$ 685.00	$ 4,110.00	$ 163.12	$ 978.72	$ 300.00	$ 1,800.00	$ 550.17	$ 3,301.02
24	6	Regional Center for Public Service Center	$ 1,023.32	$ 6,139.92	$ 1,210.00	$ 7,260.00	$ 599.89	$ 3,599.34	$ 950.00	$ 5,700.00	$ 1,075.33	$ 6,451.98
Total Annual Shredding Services			$	24,162.96	$	24,900.00	$	9,355.50	$	14,580.00	$	19,807.02
Grand Total for Mowing, Tree Trimming, & Shredding Services			**$**	**415,990.01**	**$**	**794,835.00**	**$**	**641,739.08**	**$**	**406,700.00**	**$**	**515,061.32**
Irrigation Sprinkler System Inspection, Repair and Purchase of Materials												
25	12	Pecan Campus	$ 1,576.87	$ 18,922.44	$ 5,822.00	$ 69,864.00	$ 1,571.71	$ 18,860.52	$ 600.00	$ 7,200.00	$ 1,057.50	$ 12,690.00
26	12	Pecan Plaza	$ 105.13	$ 1,261.56	$ 852.00	$ 10,224.00	$ 96.91	$ 1,162.92	$ 60.00	$ 720.00	$ 105.00	$ 1,260.00
27	12	Mid Valley Campus	$ 525.63	$ 6,307.56	$ 4,260.00	$ 51,120.00	$ 466.26	$ 5,595.12	$ 450.00	$ 5,400.00	$ 733.50	$ 8,802.00
28	12	Nursing and Allied Health Campus	$ 315.39	$ 3,784.68	$ 2,556.00	$ 30,672.00	$ 290.95	$ 3,491.40	$ 200.00	$ 2,400.00	$ 296.25	$ 3,555.00

SOUTH TEXAS COLLEGE
4. GROUNDS MAINTENANCE
PROJECT NO. 22-23-1066

		VENDOR	Brightview Landscape Services, Inc.		Green Valley Lawn & Maintenance, LLC.		Maldonado Landscape		South Texas Landscapes, Irrigation, and Pest Control, LLC.		TLC Total Lawn Care, LLC.	
#	**Qty**	**Description**	**Per Service**	**Annual Amount**	**Per Service**	**Annual Amount**	**Per Service**	**Annual Amount**	**Per Service**	**Annual Amount**	**Per Service**	**Annual Amount**
29	12	Regional Center for Public Service Center	$ 78.84	$ 946.08	$ 852.00	$ 10,224.00	$ 80.62	$ 967.44	$ 180.00	$ 2,160.00	$ 189.00	$ 2,268.00
30	12	Starr County Campus	$ 525.63	$ 6,307.56	$ 4,970.00	$ 59,640.00	$ 655.58	$ 7,866.96	$ 460.00	$ 5,520.00	$ 648.75	$ 7,785.00
31	12	Technology Campus	$ 262.81	$ 3,153.72	$ 2,556.00	$ 30,672.00	$ 220.69	$ 2,648.28	$ 340.00	$ 4,080.00	$ 360.00	$ 4,320.00
Total for Sprinkler System Inspection, Repair and Purchase of Materials			$ 40,683.60		$ 262,416.00		$ 40,592.64		$ 27,480.00		$ 40,680.00	
Repairs												
32		Labor Rate	$65.00/hr weekdays		$75.00/hr weekdays		$55.00/hr weekdays		$50.00/hr weekdays		$75.00/hr weekdays	
Purchase of Irrigation Parts, Material and Supplies												
33		Markup on irrigation parts, materials and supplies	30%		15%		$ 7,866.96		25%		30%	
Required Licenses												
34		Pesticide Private Applicator License	Yes		Yes		Yes		Yes		Yes	
35		Landscape Irrigation License	Yes		Yes		Yes		No		Yes	
Escalation												
36		2nd Year	3%		2%		3%		0%		3%	
37		3rd Year	3%		1%		3%		0%		3%	
TOTAL BID AMOUNT			$ 456,673.61		$ 1,057,251.00		$ 682,331.72		$ 434,180.00		$ 555,741.32	
TOTAL EVALUATION POINTS			91.15		71.13		80.39		****		83.43	
RANKING			1		4		3		****		2	

**** Vendor did not provide required licenses, 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
4. GROUNDS MAINTENANCE
PROJECT NO. 22-23-1066
EVALUATION SUMMARY

	NAME	Brightview Landscape Services, Inc.		Green Valley Lawn & Maintenance, LLC.		Maldonado Landscape		TLC Total Lawn Care, LLC.	
	ADDRESS	4570 Baldwin Blvd		2006 Gardenia St		402 N Washington		4234 N FM 88	
	CITY/STATE/ZIP	Corpus Christi, TX 78408		Penitas, TX 78576		Harlingen, TX 78851		Weslaco, TX 78599	
	PHONE	361-462-3148		956-607-4448		361-935-1385		800-796-8087	
	CONTACT	Ben Strickland		Humberto Garcia Jr		Jerry Maldonado		Gerry Bower	
1	The purchase price. (up to 32 points)	32	32	13.82	13.82	21.41	21.41	26.29	26.29
		32		13.82		21.41		26.29	
		32		13.82		21.41		26.29	
2	The reputation of the vendor and the vendor's goods or services. (up to 18 points)	16	15.66	15	14.66	16	15.33	16	15.5
		15		14		14		14	
		16		15		16		16.5	
3	The quality of the vendor's goods or services. (up to 16 points)	15	14.66	15	14	15	14	15	13.33
		14		12		12		10	
		15		15		15		15	
4	The extent to which the vendor's goods or services meet the College's needs. (up to 15 points)	14	13.33	12	12.33	14	12.66	14	12.66
		12		11		10		10	
		14		14		14		14	
5	The vendor's past relationship with the College. (up to 3 points)	2	2	2	2	2.5	2.5	2.5	2.16
		2		2		2		1	
		2		2		3		3	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	0	0	0	0	1	1	0	0
		0		0		1		0	
		0		0		1		0	
7	The total long-term cost to the College to acquire the vendor's goods or services. (up to 5 points)	3	3.5	5	4.66	4	3.83	4	3.83
		3		4		3		3	
		4.5		5		4.5		4.5	
8	For a contract for goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state. (up to 5 points)	5	5	5	5	5	5	5	5
		5		5		5		5	
		5		5		5		5	
9	The vendor's experience in providing the goods or services requested. (up to 5 points)	5	5	5	4.66	5	4.66	5	4.66
		5		4		4		4	
		5		5		5		5	
TOTAL EVALUATION POINTS		91.15		71.13		80.39		83.43	
RANKING		1		4		3		2	

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

SOUTH TEXAS COLLEGE
4. PROPOSAL CRITERIA - SERVICE ONLY

		Service Only		
		Points	Score Key	
1	**Criterion 1: The purchase price** a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	37		
2	**Criterion 2: The reputation of the vendor and of the vendor's goods or services** a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	18	15-18 10-14 5-9 0-4	Excellent Acceptable Marginal Poor/No Response
3	**Criterion 3: The quality of the vendor's goods or service** a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	14-16 10-13 5-9 0-4	Excellent Acceptable Marginal Poor/No Response
4	**Criterion 4: The extent to which the goods or services meet the district's needs** a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	15	12-15 7-11 3-6 0-2	Excellent Acceptable Marginal Poor/No Response
5	**Criterion 5: The vendor's past relationship with the district** a. Quality of Past Performances with STC ******New Vendors will receive two points**	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6	**Criterion 6: The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses** a. Provided the Certification	1	1 0	Yes No
7	**Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and** a. Annual Escalation Increase b. Annual Maintenance Cost	5	5 3-4 1-2 0	Excellent Acceptable Marginal Poor/No Response
8	**Criterion 8: For a contract for goods and services, other that goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:** a. Has its place of business in this state; or b. Employs at least 500 persons in this state.	5	5 0	Yes No
9	**Criterion 9: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:** a. Financial Standing b. Potential or Pending Sale of Business			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
5. LIBRARY MATERIALS
PROJECT NO. 23-24-1004

	VENDOR	ABDO Publishing	Baker & Taylor, LLC.	Bound to Stay Bound Books, Inc.	Central Programs, Inc./ dba Gumdrop Books	Ingram Library Services, LLC.	Lektro, Inc./ dba Escue & Associates	Midwest Tape, LLC.	ProQuest, LLC.
	ADDRESS	P O Box 398166	2810 Coliseum Centre Dr Ste 300	1880 W Morton Ave	802 N 41st St	One Ingram Blvd	4309 River Ranch Circle	1417 Timberwolf Dr	789 E Eisenhower Parkway
	CITY/STATE/ZIP	Minneapolis, MN 55439	Charlotte, NC 28217	Jacksonville, IL 62650	Bethany, MO 64424	La Vergne, TN 37086	Robstown, TX 78380	Holland, OH 43528	Ann Arbor, MI 48106
	PHONE	800-800-1312	800-775-7930	800-637-6586	800-821-7199	800-537-9300	800-676-2093	800-875-2785	800-521-0600
	FAX	800-862-3480	704-998-3260	800-747-2872	866-321-7199	615-213-6004	800-301-4040	800-444-6645	888-521-5612
	CONTACT	Michele Gillman	Jennifer Rhyne	Lori Smith	Nancy Crovetti	Carolyn Morris	Greg Escue	Sue Bascuk	Hugh Tomlinson
#	**DESCRIPTION**	**PROPOSED**	**PROPOSED**	**PROPOSED**	**PROPOSED**	**PROPOSED**	**PROPOSED**	**PROPOSED**	**PROPOSED**
OPTION 1: DISCOUNTS FROM CATALOG/PRICE LISTING									
1	Trade Editions		40% Category Definition I, II		0% - 70% List Price	47%	10 - 30% Off List		20% Firm/Approvals 10% Standing Orders
2	Text and Technical		20% Category Definition VIII, IX			10%			20% Firm/Approvals 10% Standing Orders
3	Publishers and Library Binding		20% Category Definition VII		0% - 70% List Price Average 32%	15.5%	10 - 30% Off List		20% Firm/Approvals 10% Standing Orders
4	School and Library Binding		20% Category Definition VI		0% - 70% List Price Average 32%	15.5%	10 - 30% Off List		20% Firm/Approvals 10% Standing Orders
5	Pre-Bounds hardback			30% Discount from Publisher list price in effect at time of shipment plus prebinding charge of $9.69 per book firm through August 31, 2026. Short discount titles are reduced by 10%. When using our online catalog, your actual discount will be shown.		30%			20% Firm/Approvals 10% Standing Orders
6	Pre-Bounds Paperback		0% Category Definition XV			41% + $6.20* Prebinding Charge *Subject to change	10 - 30% Off List		20% Firm/Approvals 10% Standing Orders
7	Paperback Books		20% Category Definition III, IV, V	18% Off Pub. Price	0 - 40% List Price	41%	10 - 30% Off List		20% Firm/Approvals 10% Standing Orders
8	Audiovisual-DVD		28.5%			31%	10 - 30% Off List	25%	20% Firm/Approvals 10% Standing Orders
9	Electronic Books		0% eBook and eAudioBook		0%		10 - 30% Off List	Not a discounted format. Available on our hoopla platform as a per-circulation (patron-borrow). Pricing ranges from $0.00 - $3.99 per borrow. Library has option of one copy, one user license purchase as well. Hoopla has not platform, hosting or annual fees. 100% digital dollars spent on patron desired content.	5% Direct purchases
10	Streaming Audio							Not a discounted format. Available on our hoopla platform as a per-circulation (patron-borrow). Pricing ranges from $0.00 - $3.99 per borrow. Library has option of one copy, one user license purchase as well. Hoopla has not platform, hosting or annual fees. 100% digital dollars spent on patron desired content.	0%

SOUTH TEXAS COLLEGE
5. LIBRARY MATERIALS
PROJECT NO. 23-24-1004

	VENDOR	ABDO Publishing	Baker & Taylor, LLC.	Bound to Stay Bound Books, Inc.	Central Programs, Inc./ dba Gumdrop Books	Ingram Library Services, LLC.	Lektro, Inc./ dba Escue & Associates	Midwest Tape, LLC.	ProQuest, LLC.
#	DESCRIPTION	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED
11	Streaming Video							Not a discounted format. Available on our hoopla platform as a per-circulation (patron-borrow). Pricing ranges from $0.00 - $3.99 per borrow. Library has option of one copy, one user license purchase as well. Hoopla has not platform, hosting or annual fees. 100% digital dollars spent on patron desired content.	0%
OPTION 2: SINGLE DISCOUNT FROM ALL CATEGORIES									
12	Discount Percentage	30%				20%			
PRINT PROCESSING COSTS OPTION 1:									
13	Barcode with protector attached	Free	$.20/label	No Charge	Free	$0.58 per unit Barcode -$0.38 Protector- $0.25	Free		
14	Spine Label with cover attached	Free	$.29/label	No Charge	Free	$2.10 Inside $1.25 Outside	Free		
15	Campus location label per specifications	Free	$.25/label	$0.20	Free	$0.33	Free		
16	Mylar jacket (unfastened)		$.69/unit	$0.55	Available attached only; Free with shelf-ready processing Shelf ready processing fee is to attach labels is $0.58.	$0.99	Free		
17	Laminate for Paperback (CoverUps ® or equivalent book protection)		$1.29/ Unit Polylaminate (7 ml) $2.09/ Unit Traditional Laminate (10 ml)	$2.50		$2.06 (5mil)	$2.50		
18	Micro-LIF data in electronic file	Free	Standard MARC, via TechXpress for any title with an existing record in our cataloging database $.30/Record	No Charge for downloading marc records from our website. $20 charge for CD per shipment.	Free	$0.55 Full Bookmarc Record	Free		
19	Attached Tattle Tape (Theft Detection Device -3M)	$0.60	$.59/unit	$0.50	($.38 + $.58) $.96	$0.50	$1.00		
20	"Date Due" slips (Attached)	Free	$.25/label	$0.20	$0.05		Free		
21	Property stamped per specifications	Free	$.20/first location $.10/each additional location	$0.10 ea.	Free	$0.25	Free		
22	Use Library of Congress classification	Free	$.30/record	No Charge	Yes	No Charge	Free		

SOUTH TEXAS COLLEGE
5. LIBRARY MATERIALS
PROJECT NO. 23-24-1004

	VENDOR	ABDO Publishing	Baker & Taylor, LLC.	Bound to Stay Bound Books, Inc.	Central Programs, Inc./ dba Gumdrop Books	Ingram Library Services, LLC.	Lektro, Inc./ dba Escue & Associates	Midwest Tape, LLC.	ProQuest, LLC.
#	DESCRIPTION	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED
PROCESSING COST OPTION 2:									
23	Provide bundle cost of all items listed above		$2.77/unit (hardcover) $3.37/unit (paperback, polylaminate) $4.17/unit (paperback, traditional laminate) Bundled prices include the $0.30/record fee for MARC only one time and assume a single stamped location	Prebound Books $1.55 Paperback Books $3.50	Item above plus SR processing: $1.01	$3.27 per unit Includes: Mylar attached, spine label, sprine protector, barcodes (2) barcode protector, date due slip, label ("Request software at front desk"), MARC record via iPage/FTP, 5mil laminated paperback covers, Marcrecord via iPage/FTP, 5mil Laminated paperback covers.	$3.50		$4.19
DVD PROCESSING COSTS OPTION 1:									
24	Barcode with protector attached		Embedded label included with Digital Media Processing price. (Note 2)				Free	Included in our VIP bundled processing service. See Option 2	
25	Spine label with protector attached		Embedded label included with Digital Media Processing price. (Note 2)				Free	Included in our VIP bundled processing service. See Option 2	
26	Campus location label per specifications		Embedded label included with Digital Media Processing price. (Note 2)				Free	Included in our VIP bundled processing service. See Option 2	
27	Mylar jacket (unfastened)		An embedded property label will be included with the Digital Media Processing price. (Note 2)				Free	Service not provided by Midwest Tape for AV Materials	
28	Micro-LIF data in electronic file		$0.30/record Standard MARC, via TechXpress for any title with an existing record in our cataloging database.				Free	All records for AV materials are provided as electronic file .mrc only. There are no additional charges for the transferring of this data in this format via email or FTP (File Transfer Protocol). We offer free vendor level records or $1.20 per title Full Marc Records for our AV offering.	
29	Attached Tattle Tape (Theft Detection Device – 3M™ DCD-2 Security Strips)		$0.59/unit				$1.00	Included in our VIP bundled processing service. See Option 2	
30	Date Due slips (attached)		Embedded label included with Digital Media Processing price. (Note 2)				Free	Included in our VIP bundled processing service. See Option 2	
31	Property stamped per specifications		An embedded property label will be included with the Digital Media Processing price. (Note 2)				Free	Included in our VIP bundled processing service. See Option 2	
32	Library of Congress classification		$.30/record				Free	Service not available. We can, however, provide Dewey Classification for Non-fiction titles	

SOUTH TEXAS COLLEGE
5. LIBRARY MATERIALS
PROJECT NO. 23-24-1004

	VENDOR	ABDO Publishing	Baker & Taylor, LLC.	Bound to Stay Bound Books, Inc.	Central Programs, Inc./ dba Gumdrop Books	Ingram Library Services, LLC.	Lektro, Inc./ dba Escue & Associates	Midwest Tape, LLC.	ProQuest, LLC.
#	DESCRIPTION	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED	PROPOSED
33	Note:		Note 1: Cataloging/processing services are not available for DVD product issued by Buena Vista Home Entertainment, aka Walt Disney Studios Home Entertainment (BVHE) Note 2: Digital Media Processing $5.79/unit (includes digitally scanned artwork in a standard case with up to 4 embedded fixed-data labels)						
DVD PROCESSING COSTS OPTION 2									
34	Provide bundle cost of all items listed above		$6.68/unit Bundled prices include the $0.30/record fee for MARC only one time.				$1.00	DVD Single Disc Titles $3.43 DVD Double Disc Titles $3.48 DVD Multi-Disc Titles $3.75	$2.69
EBOOK, STREAMING VIDEO, STREAMING AUDIO PROCESSING COSTS									
35	Micro-LIF data in electronic file	Free	Free of Charge (standard MARC, via TechXpress		Free			All records for AV materials are provided as electronic file .mrc only. There are no additional charges for the transferring of this data in this format via email or FTP (file transfer protocol) We offer free vendor level records or $1.20per title Full MARC Records for our AV offering.	No Charge

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

SOUTH TEXAS COLLEGE
6. PURCHASE OF WELDING EQUIPMENT
PROJECT NO. 22-23-1070

NAME			Airgas USA, LLC.		Airgas USA, LLC.		Triple-S Steel Supply, LLC./ dba Alamo Iron Works	
ADDRESS			201 N 23rd St		201 N 23rd St		943 AT&T Ctr Pkwy	
CITY/STATE/ZIP			McAllen, TX 78501		McAllen, TX 78501		San Antonio, TX 78219	
PHONE			956-686-7622		956-686-7622		800-292-7818	
FAX			956-682-6936		956-682-6936			
CONTACT			Javier Olmos		Javier Olmos		Robert N. Garcia	
#	**Qty**	**Description**	**Unit Price**	**Extension**	**Unit Price**	**Extension**	**Proposed**	**Proposed**
1	16	Multi-Process Welding Unit	$ 5,498.95	$ 87,983.20	$ 5,386.67	$ 86,186.72	$ 5,528.21	$ 88,451.36
	1	Shipping and Handling		$ -		$ -		$ -
2	16	Wire Feeder	$ 3,523.75	$ 56,380.00	$ 3,225.33	$ 51,605.28	$ 3,542.49	$ 56,679.84
	1	Shipping and Handling		$ -		$ -		$ -
3	16	Welding Cable Set	$ 334.54	$ 5,352.64	$ 306.00	$ 4,896.00	$ 341.13	$ 5,458.08
	1	Shipping and Handling		$ -		$ -		$ -
4	16	Connector	$ 41.69	$ 667.04	$ 14.80	$ 236.80	$ 44.19	$ 707.04
	1	Shipping and Handling		$ -		$ -		$ -
5	13	MIG, Flux Corded Welding Unit	$ 3,428.66	$ 44,572.58	$ 3,666.00	$ 47,658.00	$ 3,282.77	$ 42,676.01
	1	Shipping and Handling		$ -		$ -		$ -
Number of Days for Delivery Upon Placement of Order			4-6 Weeks		4-6 Weeks			
TOTAL AMOUNT PROPOSED			$ 194,955.46		$ 190,582.80		$ 193,972.33	
TOTAL EVALUATION POINTS			91.14		****		92.17	
RANKING			2		****		1	

****The vendor did not provide the required documentation, 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. PURCHASE OF WELDING EQUIPMENT
PROJECT NO. 22-23-1070
EVALUATION SUMMARY

	VENDOR	Airgas USA, LLC.		Triple S Steel Supply, LLC./dba Alamo Iron Works	
	ADDRESS	201 N 23rd St		943 AT&T Ctr Pkwy	
	CITY/STATE/ZIP	McAllen, TX 78501		San Antonio, TX 78219	
	PHONE	956-686-7622		800-292-7818	
	FAX	956-682-6936			
	CONTACT	Javier Olmos		Robert N. Garcia	
1	The purchase price. (up to 47 points)	45.94	45.94	46.17	46.17
		45.94		46.17	
		45.94		46.17	
		45.94		46.17	
		45.94		46.17	
2	The reputation of the vendor and of the vendor's goods or services. (up to 10 points)	9	8.8	10	10
		8		10	
		9		10	
		9		10	
		9		10	
3	The quality of vendor's goods or services. (up to 16 points)	16	16	16	16
		16		16	
		16		16	
		16		16	
		16		16	
4	The extent to which the goods or services meet the districts needs. (up to 18 points)	18	17.6	17	17
		16		17	
		18		17	
		18		17	
		18		17	
5	The Vendor's past relationship with the district. (up to 3 points)	3	2.8	3	3
		2		3	
		3		3	
		3		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	0	0
		0		0	
		0		0	
		0		0	
		0		0	
7	For a contract of goods and services, other than goods and services related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner; a. has its principal place of business in this state; or b. employs at least 500 persons in this state. (up to 5 points)	0	0	0	0
		0		0	
		0		0	
		0		0	
		0		0	
TOTAL EVALUATION POINTS		91.14		92.17	
RANKING		2		1	

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

SOUTH TEXAS COLLEGE
6. PROPOSAL CRITERIA - PRODUCT ONLY

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

Definitions of evaluation terms:

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

SOUTH TEXAS COLLEGE
7. VIRTUAL REALITY WELDING TRAINING SIMULATOR - II
PROJECT NO. 22-23-1069

NAME		Airgas USA, LLC.	Airgas USA, LLC.	Triple-S Steel Supply, LLC./ dba Alamo Iron Works
ADDRESS		201 N 23rd St	201 N 23rd St	943 AT&T Ctr Pkwy
CITY/STATE/ZIP		McAllen, TX 78501	McAllen, TX 78501	San Antonio, TX 78219
PHONE		956-686-7622	956-686-7622	800-292-7818
FAX		956-682-6936	956-682-6936	
CONTACT		Javier Olmos	Javier Olmos	Wayne Dennis
#	**Description**	**Proposed**	**Proposed**	**Proposed**
1	Welding Training Simulator	$ 78,616.00	$ 26,827.26	$ 78,615.47
2	Training Options	Included Upon Delivery	Included	Training included by Manufacturer Warranty at no Cost
3	Preventive Maintenance	Full Rep Support	N/A, Vendor will Provide Support to Best of their Ability	24/7 Service and Support
4	Offered Options	Instructor Guide - $203.99 Project-Based Lessons - $203.99 Project-Based Lessons Book 2 - $203.99 Upgrade Kit - $3,469.00		None
5	Delivery	4-6 Weeks	4-6 Weeks	4-5 Weeks
TOTAL AMOUNT PROPOSED		$ 78,616.00	$ 26,827.26	$ 78,615.47
TOTAL EVALUATION POINTS		96.39	****	96.4
RANKING		2	****	1

**** This option 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
7. VIRTUAL REALITY WELDING TRAINING SIMULATOR - II
PROJECT NO. 22-23-1069
EVALUATION SUMMARY

VENDOR		Airgas USA, LLC.		Triple S Steel Supply, LLC./ dba Alamo Iron Works	
ADDRESS		201 N 23rd St		943 AT&T Ctr Pkwy	
CITY/STATE/ZIP		McAllen, TX 78501		San Antonio, TX 78219	
PHONE		956-686-7622		800-292-7818	
FAX		956-682-6936			
CONTACT		Javier Olmos		Wayne Dennis	
1	The purchase price. (up to 45 points)	44.99	44.99	45	45
		44.99		45	
		44.99		45	
		44.99		45	
		44.99		45	
2	The reputation of the vendor and of the vendor's goods or services. (up to 15 points)	14	13.8	14	14
		14		13	
		14		13	
		13		15	
		14		15	
3	The quality of vendor's goods or services. (up to 16 points)	15	15.2	15	15.4
		16		16	
		15		14	
		14		16	
		16		16	
4	The extent to which the goods or services meet the districts needs. (up to 20 points)	19	19.6	19	19
		20		19	
		19		17	
		20		20	
		20		20	
5	The Vendor's past relationship with the district. (up to 3 points)	3	2.8	3	3
		3		3	
		3		3	
		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	0	0
		0		0	
		0		0	
		0		0	
		0		0	
TOTAL EVALUATION POINTS		96.39		96.4	
RANKING		2		1	

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

SOUTH TEXAS COLLEGE
7. PROPOSAL CRITERIA - PRODUCT ONLY

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

Definitions of evaluation terms:

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

SOUTH TEXAS COLLEGE
8. CLASSROOM INSTRUCTIONAL PODIUMS

VENDOR	Computer Comforts, Inc.
ADDRESS	367 Columbia Memorial Pkwy
CITY/STATE/ZIP	Kemah, TX 77865
PHONE	281-535-2288
FAX	866-839-8472
CONTACT	Vince Barletta

#	Qty	Description	Unit Price	Extension
1	23	Power Lift EB Lectern. 48"W x 30"D Electric Height-Adjustable Lectern with 3-stage leg, memory control keypad for 25"H-49"H adjustment, full lower modesty panel, 7"D x 15"H full width upper Electronics Bay with removable locking rear access panel.	$ 2,075.76	$ 47,742.48
2	23	Cable Cutout with Grommet 2". Left corner location.	$ 20.46	$ 470.58
3	23	Cable Cutout with Grommet 2". Rear center location.	$ 20.46	$ 470.58
4	23	Cable Cutout with Grommet 2". Right corner location.	$ 20.46	$ 470.58
5	23	Cable Cutout with Grommet 2". Centered half-of-half on the right.	$ 20.46	$ 470.58
6	23	Cable Cutout with Grommet 2". Centered half-of-half on the left.	$ 20.46	$ 470.58
7	23	Factory Assembly	$ 25.00	$ 575.00
8	23	Rack Box Cabinet 24"W x 30"D x 30.125"H Freestanding Cabinet with laminated top, locking rear laminated door and leveling glides.	$ 517.70	$ 11,907.10
9	23	Factory Assembly	$ 10.00	$ 230.00
10	1	Shipping and Handling	$ 5,450.00	$ 5,450.00
TOTAL AMOUNT			$	68,257.48

SOUTH TEXAS COLLEGE
9. ONLINE PREP STUDY GUIDES AND QUESTIONS

VENDOR	Elsevier, Inc.
ADDRESS	11011 Richmond Ave Ste 450
CITY/STATE/ZIP	Houston, TX 77042
PHONE	800-950-2728
CONTACT	Jizelle Conopio

#	Qty	Description	Unit Price	Extension
1	1	Online Prep Study Guides and Questions Vocational Nursing - HESI Period: 9/1/23 - 8/31/24	$ 270,000.00	$ 270,000.00
TOTAL AMOUNT			$	270,000.00

SOUTH TEXAS COLLEGE
10. AIR CONDITIONING FILTERS AND INSTALLATION

NAME	Joe W. Fly Company, Inc.
ADDRESS	4820 Memphis St
CITY/STATE/ZIP	Dallas, TX 75207
LOCAL ADDRESS	2810 N Expway 77 Harlingen, TX 78552
PHONE	214-634-2200
CONTACT	Lori Gutierrez

#	Qty	Description	Unit Price	Extension
1	1	Purchase and Installation of Air Conditioning Filters Period: 9/1/23 - 8/31/24	$ 107,759.10	$ 107,759.10
TOTAL AMOUNT			$ 107,759.10	

SOUTH TEXAS COLLEGE
11. BUILDING AUTOMATION CONTROL EQUIPMENT, PARTS, AND EQUIPMENT MAINTENANCE

NAME	Siemens Industry, Inc.
ADDRESS	1000 Deerfield Parkway
CITY/STATE/ZIP	Buffalo Grove, IL 60089
LOCAL ADDRESS	2805 W Expway 83 Ste A La Feria, TX 78559
PHONE	216-816-4212
CONTACT	Anne Wright

#	Qty	Description	Unit Price	Extension
1	1	Building Automation Control Equipment, Parts, and Equipment Maintenance Period: 9/1/23 - 8/31/24	$ 95,000.00	$ 95,000.00
TOTAL AMOUNT			$ 95,000.00	

SOUTH TEXAS COLLEGE
12. CHILLER CHEMICALS AND MAINTENANCE

NAME	Kurita America, Inc.
ADDRESS	6600 94th Ave
CITY/STATE/ZIP	Minneapolis, MN 55445
PHONE	817-796-7822
CONTACT	Jim McCure

#	Qty	Description	Unit Price	Extension
1	1	Purchase of Chiller Chemicals and Maintenance Period: 9/1/23 - 8/31/24	$ 87,000.00	$ 87,000.00
TOTAL AMOUNT			$ 87,000.00	

SOUTH TEXAS COLLEGE
13. HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) RELATED SERVICES

NAME	Pro Tech Mechanical, Inc.
ADDRESS	1622 Saratoga Blvd
CITY/STATE/ZIP	Corpus Christi, TX 78417
PHONE	866-839-8477
FAX	866-839-8472
CONTACT	Bryan Partridge

#	Qty	Description	Unit Price	Extension
1	1	Heating, Ventilation, and Air Conditioning (HVAC) Related Services Period: 8/26/23 - 8/25/24	$ 50,000.00	$ 50,000.00
TOTAL AMOUNT			$	50,000.00

SOUTH TEXAS COLLEGE
14. PARTS AND SUPPLIES

NAME	W.W. Grainger, Inc./ dba Grainger
ADDRESS	7950 Research Blvd
CITY/STATE/ZIP	Austin, TX 78758
LOCAL ADDRESS	921 E Pecan Blvd McAllen, TX
PHONE	800-472-4643
CONTACT	Robert Garcia

#	Qty	Description	Unit Price	Extension
1	1	Purchase of Parts and Supplies Period: 9/1/23 - 8/31/24	$ 110,000.00	$ 110,000.00
TOTAL AMOUNT			$	110,000.00

SOUTH TEXAS COLLEGE
15. SOFTWARE TRAINING SERVICES AGREEMENT

VENDOR			Optimum Consultancy Services	
ADDRESS			9800 Richmond Ave Ste 480	
CITY/STATE/ZIP			Houston, TX 77042	
PHONE			346-225-1559	
CONTACT			Jayme Noack	
#	**Qty**	**Description**	**Unit Price**	**Extension**
1	1	Office 365, SharePoint, Power Apps (40 Hours) Period: 5/30/23 - 5/29/24	$ 39,993.22	$ 39,993.22
2	1	Microsoft Professional (197 Hours) Period: 6/1/23 - 5/31/24	$ 8,120.45	$ 8,120.45
3	1	Power BI On-Site Training (3 days - 25 students) August 2023	$ 16,913.91	$ 16,913.91
TOTAL AMOUNT			$ 65,027.58	

16.

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SOUTH TEXAS COLLEGE
17. ELEVATOR MAINTENANCE AGREEMENT

NAME	Otis Elevator Company
ADDRESS	1444 N Cockrell Hill Rd Ste 102
CITY/STATE/ZIP	Dallas, TX 75211
LOCAL ADDRESS	200 N McColl Rd McAllen, TX 78501
PHONE	856-298-3382
CONTACT	Francisco Albornoz

#	Qty	Description	Unit Price	Extension
1	1	Elevator Maintenance Agreement - Renewal Period: 9/1/23 - 8/31/24	$ 100,000.00	$ 100,000.00
TOTAL AMOUNT			$ 100,000.00	

SOUTH TEXAS COLLEGE
18. DISTRICT WIDE TECHNOLOGY REQUEST
JULY 25, 2023

#	Qty	Description	Unit Price	Extension	Requesting Department
COMPUTERS					
1	8	Dell Precision 3660 Tower, 13th Gen Intel Core i7-13700, 32GB Memory	$ 4,262.71	$ 34,101.68	Arturo Solano - Learning Commons and Open Labs
		512GB Hard Drive, 34" Curved USB-C Monitor, Warranty			Replacement of out-of-warranty systems for student lab
		COMPUTER TOTAL		**$ 34,101.68**	
LAPTOPS					
2	3	Laptop Latitude 5440 BTX Base, 13th Gen Intel Core i5-1355U, 8GB Memory,	$ 1,136.61	$ 3,409.83	Mariano Acevedo - Associate Degree Nursing Program
		256GB Hard Drive, Warranty			New systems for new department faculty
3	6	Laptop Latitude 5440 BTX Base, 13th Gen Intel Core i5-1355U, 8GB Memory,	$ 960.20	$ 5,761.20	Becky Cavazos - Purchasing Department
		256GB Hard Drive, Warranty			Replacement of out-of-warranty systems for department staff
4	4	Laptop Latitude 5440 BTX Base, 13th Gen Intel Core i5-1355U, 8GB Memory,	$ 960.20	$ 3,840.80	Becky Cavazos - Central Receiving
		256GB Hard Drive, Warranty			Replacement of out-of-warranty systems for department staff
5	1	Laptop Latitude 5540 BTX Base, 13th Gen Intel Core i5-1355U, 8GB Memory,	$ 1,234.99	$ 1,234.99	Myriam Lopez - Business Office
		256GB Hard Drive, Warranty			New system for department staff
		LAPTOP TOTAL		**$ 14,246.82**	
TABLETS					
6	1	Apple 11" iPad Pro, Wi-Fi 256GB Space Gray, Apple Pencil,	$ 1,164.00	$ 1,164.00	Javier Reyes - Surveying and Geospatial Technology Program
		4-Year Apple Care Warranty			New system for student lab
		TABLET TOTAL		**$ 1,164.00**	
		COMPUTER/LAPTOP/TABLET TOTAL		**$ 49,512.50**	

SOUTH TEXAS COLLEGE
19. TIME AND ATTENDANCE SOFTWARE LICENSE, MAINTENANCE, AND SUPPORT AGREEMENTS

VENDOR			TimeClock Plus, LLC.	
ADDRESS			1 Timeclock Drive	
CITY/STATE/ZIP			San Angelo, TX 76904	
PHONE			325-223-7067	
CONTACT			Wali Shah	
#	**Qty**	**Description**	**Unit Price**	**Extension**
Year 1				
1	1	TCP Hardware Support and Maintenance	$ 25,315.49	$ 25,315.49
2	2,100	TCP Plus Professional Annual Clockable Employee Licenses	$ 14.00	$ 29,400.00
Year 2				
3	1	TCP Hardware Support and Maintenance	$ 27,847.02	$ 27,847.02
4	2,100	TCP Plus Professional Annual Clockable Employee Licenses	$ 16.00	$ 33,600.00
Year 3				
5	1	TCP Hardware Support and Maintenance	$ 30,631.72	$ 30,631.72
6	2,100	TCP Plus Professional Annual Clockable Employee Licenses	$ 18.00	$ 37,800.00
TOTAL AMOUNT			$	184,594.23

Review and Recommend Action on Proposed FY 2023 - 2024 Committee Meeting Schedule

Purpose and Justification – Administration request that the Committee review the following proposed schedule and recommend amendment or approval as appropriate.

The Board of Trustees will be asked to review and take action on a calendar of Committee and Board Meetings for FY 2023 - 2024 at the July 25, 2023 Regular Board Meeting.

The proposed meeting schedule is as follows:

Weekday	Date	Meeting Time
Tuesday	September 12, 2023	5:00 p.m.
Tuesday	October 17, 2023	5:00 p.m.
Tuesday	November 14, 2023	5:00 p.m.
Tuesday	December 5, 2023	5:00 p.m.
Tuesday	January 16, 2024	5:00 p.m.
Tuesday	February 13, 2024	5:00 p.m.
Tuesday	March 5, 2024	5:00 p.m.
Tuesday	April 9, 2024	5:00 p.m.
Tuesday	May 14, 2024	5:00 p.m.
Tuesday	June 11, 2024	5:00 p.m.
Tuesday	July 9, 2024	5:00 p.m.
Tuesday	August 13, 2024	5:00 p.m.
Tuesday	September 10, 2024	5:00 p.m.

Finance, Audit, and Human Resources Committee Meetings are generally scheduled for the second Tuesday of each month, and are proposed for a starting time of 5:00 p.m. There may be some deviation based upon scheduling conflicts, and any adjustments will be communicated with as much early notification as practical.

The Committee meeting scheduled for October 2023 does not fall on the second Tuesday to accommodate the Association of Community College Trustees National Leadership Congress scheduled October 8 – 11, 2023.

The Committee meetings scheduled for December 2023 and January and March 2024 do not fall on the second Tuesday of their respective months to allow staff adequate time to

prepare for Committee meetings around College closures for Winter Break and Spring Break.

A full calendar view of the proposed Committee and Board meeting schedule follows in the packet for the Committee's information.

It is requested that the Committee recommend Board approval of the proposed Committee meeting schedule so that all Board members may enter the dates on their planning calendars.

Board Meeting
Committee Meeting Calendar
FY 2023 - 2024

September 2023

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Regular Board Meeting
Graduation Ceremonies
Holiday/Professional Dev. Day, College Closed

Committee Meetings -
- Education & Workforce Development
- Facilities
- Finance, Audit, & Human Resources

* Education & Workforce Development Committee: 2nd Tuesday of the month, 3:00 p.m.
* Facilities Committee: 2nd Tuesday of the month, 4:00 p.m.
* Finance, Audit, & Human Resources Committee: 2nd Tuesday of the month, 5:00 p.m
* Board Meetings: 4th Tuesday of the month, 5:30 p.m.

Revision Date: *07/3/2023*
Board Approved: Pending

Draft

Discussion and Action as Necessary to Implement a Four-and-a-Half-Day Work Week Schedule for Fiscal Year 2024 and to Include a Summer Schedule Period of a 36-Hour Work Week

Purpose and Justification – Administration requests the Committee recommend Board approval to implement a four-and-a-half-day work week schedule for Fiscal Year 2024 and to include a summer schedule period of a 36-hour work week. The four-and-a-half-day work week will be for the period of September 1, 2023 to May 12, 2024 and August 19, 2024 to August 31, 2024. The 36-hour work week will be for the period of May 13, 2024 to August 18, 2024.

The four-and-a-half-day work week schedule will consist of the following:

- Monday – Thursday 8:00 a.m. – 5:30 p.m. (Half hour Lunch)
- Monday – Thursday 7:30 a.m. – 5:00 p.m. (Half hour Lunch)
- Monday – Thursday 7:45 a.m. – 5:15 p.m. (Half hour Lunch)
- Monday – Thursday 8:00 a.m. – 6:00 p.m. (Full hour Lunch)
- Friday's – 8:00 a.m. – 12:00 p.m. (applicable for all schedules above)

The 36-hour work week summer schedule will consist of the following:

- Full-time employees will work four (4) days (Monday – Thursday) for nine (9) hours each day, totaling 36 hours.
  - ⇒ Exceptions or flexible schedules may be applied for positions required to work on Friday.
- A 4-hour Leave Paid College Closed will be populated every week for the duration of the Summer period for non-exempt employees.

Exceptions outside these schedules would be made at the discretion and approval of the supervisor. Supervisors will ensure that administrative offices are open during regular business hours of 8:00 a.m. – 5:00 p.m. Monday – Thursday, or as otherwise required by specific departments and programs.

Background – The Board of Trustees approved a summer pilot program of a four-and-a-half-day work week Schedule in May 2022, The Board extended the pilot program after July 2022, to a four-and-a-half-day work week schedule beginning August 1, 2022, and continuing through fiscal year 2022 - 2023. In Summer 2023, a 36-hour work week was approved by the Board for a 13-week period.

A College-wide survey was done in April 2022 to gather employee feedback. The feedback received by employees was positive, including that employees favored an extended weekend and additional time with their families.

The four-and-a-half-day work week will be for the period of September 1, 2023 to May 12, 2024 and August 19, 2024 to August 31, 2024. The 36-hour work week will be for the period of May 13, 2024, to August 18, 2024.

Reviewers – The Four-and-a-Half-Day Work Week Schedule for Fiscal Year 2024 and to include a Summer Schedule Period of a 36-Hour Work Week has been reviewed by Administrative Staff, President's Cabinet, and Legal Counsel.

Dr. Ricardo J. Solis, President, and Mary Elizondo, Vice President for Finance and Administrative Services will be present at the Committee Meeting to address questions.

It is requested that the Committee recommend Board approval to implement a four-and-a-half-day work week schedule for Fiscal Year 2024 and to include a summer schedule period of a 36-hour work week. The four-and-a-half-day work week will be for the period of September 1, 2023 to May 12, 2024 and August 19, 2024 to August 31, 2024. The 36-hour work week will be for the period of May 13, 2024 to August 18, 2024.

Discussion and Action as Necessary on Proposed Budget Amendment for FY 2022 - 2023

Purpose and Justification – Administration requests the Committee to recommend Board approval of the proposed budget amendment for FY 2022 – 2023.

Background - The proposed budget amendment is necessary to fund and process a transfer from the Unrestricted Fund to the Plant Fund for the purpose of funding capital improvement projects.

As a result of the proposed budget amendment, the total budgeted revenues and expenditures/fund balance for the Unrestricted and Plant Fund for Fiscal Year 2022 – 2023 will increase as follows:

Fiscal Year 2022 - 2023
Budgeted Revenues and Expenditures/Fund Balance Net Effect

Fund	Exh.	Amended Budget	Proposed Amendment	Amended Budget
Unrestricted Fund	A	$197,103,747	$3,000,000	$200,103,747
Unexpended Plant Fund – Construction	B	$ 23,311,095	-	$ 23,311,095

The budget amendment details and presentation follow in the packet for your information and review.

The budget amendment is proposed as follows:

Increase Unrestricted Fund Balance Carryover and Increase Unrestricted Fund Balance Transfer to Plant Fund

A budget amendment is proposed to increase the Unrestricted Fund Balance Carryover Allocation revenue and the Transfer to the Unexpended Plant Fund – Construction by $3,000,000 for the purpose of transferring funds from the Unrestricted Fund Balance to the Unexpended Plant Fund – Construction for capital improvement projects, as follows:

Fiscal Year 2022 - 2023
Unrestricted Fund

Source	Amended Budget	Proposed Amendment	Amended Budget
Revenue Carryover Allocations Unexpended Plant Fund – Construction	$3,500,000	$3,000,000	$6,500,000
Transfers & Reserves Transfer to Unexpended Plant Fund – Construction	$3,500,000	$3,000,000	$6,500,000

Fiscal Year 2022 - 2023
Summary of Proposed Transfers to Plant Funds

Fund	Original Budget Transfer In/(Out)	Amendment Transfer In/(Out)	Amended Budget Total Transfer In/(Out)
Unrestricted Fund	$ (3,500,000)	$ (3,000,000)	$ (6,500,000)
Unexpended Plant Fund - Construction	$ 3,500,000	$ 3,000,000	$ 6,500,000

Enclosed Documents - The budget amendment details and presentation follow in the packet for the Committee's information and review.

Mary Elizondo, Vice President for Finance and Administrative Services, will present the Proposed Budget Amendment for FY 2022 – 2023 for the Committee's review and discussion.

It is requested that the Committee recommend Board approval of the proposed budget amendment for FY 2022 – 2023, as presented.

South Texas College
Unrestricted Fund

Fiscal Year Ending August 31, 2023
AMENDED

Revenue Summary

Revenue Source and Carryover Allocations	Amended Budget	Budget Amendment	Amended Budget
Total State Appropriations	$ 40,139,033	$ -	$ 40,139,033
Total Tuition	33,444,043	-	33,444,043
Total Fees	26,617,493	-	26,617,493
Total M&O Property Taxes	65,888,360	-	65,888,360
Total Other Revenues	7,939,699	-	7,939,699
Total HEERF Lost Revenue	7,507,655	-	7,507,655
Total Carryover Allocations	15,567,464	3,000,000	18,567,464
Total Revenues and Carryover Allocations	**$ 197,103,747**	**$ 3,000,000**	**$ 200,103,747**

Expenditures Summary

Expenditures/Transfers & Reserves	Amended Budget	Budget Amendment	Amended Budget
Total Salaries	$ 110,861,613	$ -	$ 110,861,613
Total Benefits	25,982,461	-	25,982,461
Total Operating	41,612,382	-	41,612,382
Total Travel	2,355,768	-	2,355,768
Total Capital Outlay	3,283,868	-	3,283,868
Total Expenditures	**$ 184,096,092**	**$ -**	**$ 184,096,092**
Transfers & Reserves			
Transfer to Unexpended Plant Fund - Construction	3,500,000	3,000,000	6,500,000
Transfer to Renewals & Replacements Plant Fund	-	-	-
Transfer to CE Unexpended Plant Fund	-	-	-
Contigency Fund	2,000,000	-	2,000,000
Fund Balance Reserve	-	-	-
HEERF Fund Balance Reserve	7,507,655	-	7,507,655
Total Transfers & Reserves	**13,007,655**	**3,000,000**	**16,007,655**
Total Expenditures/Transfers & Reserves	**$ 197,103,747**	**$ 3,000,000**	**$ 200,103,747**

South Texas College
Unexpended Plant Fund - Construction

Fiscal Year Ending August 31, 2023
AMENDED

Revenue Summary

Revenue Source and Fund Balance Allocations	Amended Budget	Budget Amendment	Amended Budget
Interest	$ 80,000	$ -	$ 80,000
Transfer In from Unrestricted Fund	3,500,000	3,000,000	6,500,000
Transfer In from Unrestricted Fund Continuing Ed	-	-	-
Fund Balance Deduction	19,731,095	(3,000,000)	16,731,095
Total Revenues	**$ 23,311,095**	**$ -**	**$ 23,311,095**

Expenditure Summary

Expenditures/Reserves	Amended Budget	Budget Amendment	Amended Budget
Projected Draws for Approved Projects	$ 23,311,095	$ -	$ 23,311,095
Fund Balance Addition	-	-	-
Total Expenditures	**$ 23,311,095**	**$ -**	**$ 23,311,095**

Proposed Budget Amendment for FY 2022 - 2023

JULY 11, 2023

MARIA G. ELIZONDO, MBA, CPA, CFE, CGMA
VICE PRESIDENT FOR FINANCE AND ADMINISTRATIVE SERVICES

1

Purpose

To fund and process transfer from the Unrestricted Fund to the Plant Fund for capital improvement projects

Increase the Transfer to Unexpended Plant Fund - Construction by $3,000,000

2

Summary of Proposed Budget Amendment

Fund	Original/ Amended Budget	Proposed Amendment	Amended Budget
Unrestricted Fund	$197,103,747	$3,000,000	$200,103,747
Unexpended Plant Fund - Construction	23,311,095	-	23,311,095

3

Unrestricted Fund

4

Summary of Budget Changes Unrestricted Fund

Revenue Source	Increase/ (Decrease)	Description
Carryover Allocations	$3,000,000	To transfer funds from the Unrestricted Fund Balance to the Unexpended Plant Fund – Construction and the Renewals and Replacements Plant Fund
Total Carryover Allocations Increase	**$3,000,000**	

Transfers & Reserves	Increase/ (Decrease)	Description
Transfer to Unexpended Plant Fund – Construction	$3,000,000	Transfer from Unrestricted Fund to Unexpended Plant Fund – Construction for capital improvement projects
Total Transfers & Reserves Increase	**$3,000,000**	

5

Proposed Budget Amendment Summary Unrestricted Fund - Revenues

Revenue Summary

Revenue Source and Carryover Allocations	Amended Budget	Budget Amendment	Amended Budget
Total State Appropriations	$ 40,139,033	$ -	$ 40,139,033
Total Tuition	33,444,043	-	33,444,043
Total Fees	26,617,493	-	26,617,493
Total M&O Property Taxes	65,888,360	-	65,888,360
Total Other Revenues	7,939,699	-	7,939,699
Total HEERF Lost Revenue	7,507,655	-	7,507,655
Total Carryover Allocations	15,567,464	3,000,000	18,567,464
Total Revenues and Carryover Allocations	**$ 197,103,747**	**$ 3,000,000**	**$ 200,103,747**

6

Proposed Budget Amendment Summary Unrestricted Fund - Expenditures

Expenditures Summary

Expenditures/Transfers & Reserves	Amended Budget	Budget Amendment	Amended Budget
Total Salaries	$ 110,861,613	$ -	$ 110,861,613
Total Benefits	25,982,461	-	25,982,461
Total Operating	41,612,382	-	41,612,382
Total Travel	2,355,768	-	2,355,768
Total Capital Outlay	3,283,868	-	3,283,868
Total Expenditures	**$ 184,096,092**	**$ -**	**$ 184,096,092**
Transfers & Reserves			
Transfer to Unexpended Plant Fund - Construction	3,500,000	3,000,000	6,500,000
Transfer to Renewals & Replacements Plant Fund	-	-	-
Transfer to CE Unexpended Plant Fund	-	-	-
Contigency Fund	2,000,000	-	2,000,000
Fund Balance Reserve	-	-	-
HEERF Fund Balance Reserve	7,507,655	-	7,507,655
Total Transfers & Reserves	**13,007,655**	**3,000,000**	**16,007,655**
Total Expenditures/Transfers & Reserves	**$ 197,103,747**	**$ 3,000,000**	**$ 200,103,747**

7

Plant Fund

8

Summary of Budget Changes
Plant Fund

Plant Fund	Increase/ (Decrease)	Description
Transfer to Unexpended Plant Fund – Construction	$3,000,000	Transfer from Unrestricted Fund Balance to Plant Fund for capital improvement projects
Total Transfer to Plant Funds	**$3,000,000**	

9

Proposed Budget Amendment Summary
Plant Fund

Revenue Summary

Revenue Source and Fund Balance Allocations	Amended Budget	Budget Amendment	Amended Budget
Interest	$ 80,000	$ -	$ 80,000
Transfer In from Unrestricted Fund	3,500,000	3,000,000	6,500,000
Transfer In from Unrestricted Fund Continuing Ed	-	-	-
Fund Balance Deduction	19,731,095	(3,000,000)	16,731,095
Total Revenues	**$ 23,311,095**	**$ -**	**$ 23,311,095**

Expenditure Summary

Expenditures/Reserves	Amended Budget	Budget Amendment	Amended Budget
Projected Draws for Approved Projects	$ 23,311,095	$ -	$ 23,311,095
Fund Balance Addition	-	-	-
Total Expenditures	**$ 23,311,095**	**$ -**	**$ 23,311,095**

10

Questions?

Review and Discussion of Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to FY 2022 – 2023 Amended Budget

Enclosed is the Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to the FY 2022 - 2023 amended budget for your information and review.

This is a preliminary plan for the next fiscal year that includes the following assumptions:

Revenues:

- State appropriations revenue is based on the preliminary state allocation schedule. The final amount the College receives for state appropriations is expected to change upon approval of the recommendation from the Texas Commission on Community College Funding (TxCCCF) by the 88th Texas Legislature. The TxCCCF recommends to change the current state formula funding model to an outcomes-based formula methodology. This change would impact the amount of funding the College receives from the State in the upcoming biennium.

- Tuition and Fees revenue for FY 2023 - 2024 is based on projected enrollment of 17,166 traditional students, a 4.7% decrease from Fall 2022, and 10,200 dual enrollment tuition free students for Fall 2023. The tuition revenue projection is also based on the simplified tuition rate (STR) approved by the Board on March 28, 2023. The simplified tuition rate incorporates In-District, Out-of-District Tuition, majority of the mandatory fees, Program Differential Tuition, and other selected fees into one rate per semester credit hour.

- M&O Property Tax revenue and Other Revenues for FY 2023 - 2024 are based on projections and trend analysis.

- The Higher Education Emergency Relief Fund (HEERF) Lost Revenue will be removed since the College had to use the HEERF III Institutional Portion allocated to the College by June 2023.

- Carryover Allocations (fund balance) are based on the needs of the College. The College proposes to fund initiatives from fund balance in order to support the goals and objectives for FY 2023 – 2024. The use of funds from fund balance will still allow the College to comply with the Unrestricted Fund Balance requirement since the College will exceed the minimum number of months in reserve threshold.

Expenditures, Transfers and Reserves:

- The Salary and Benefits expenditure budgets for FY 2023 - 2024 reflect the Board approved changes recommended by the Texas Association of School Boards (TASB), and the Board approved new positions and adjustments.

The salary and benefits budget increase will require the use of fund balance. Of the total proposed budget allocated to the unrestricted fund salary and benefits budget for FY 2023 – 2024, $3,133,419 will be funded by the revenue increases in the Fiscal Year 2023 - 2024 budget and $4,647,077 will be funded by the fund balance. The use of the fund balance will be reassessed after the anticipated increase in state appropriations is received. The College will continue to maintain the required reserve of three (3) months of expenditures in the fund balance after this planned reduction.

Additional modifications to salary expenditures including reductions may be necessary prior to final approval of the Staffing Plan by the Board and based on revised revenue projections and subject to the availability of funding and Board approval of the final budget.

- The Operating, Travel, and Capital Outlay, and Transfers and Reserves expenditure budgets for FY 2023 – 2024 are based on the proposed requests from the College's departments in support of the initiatives for the upcoming fiscal year.

The Preliminary Summary of Unrestricted Projected Revenues and Expenditures for FY 2023 - 2024 with Comparison to the FY 2022 – 2023 Amended Budget (Exhibit 1), and the Preliminary Unrestricted Budget Summary for FY 2023 – 2024 presentation follow in the packet for the Committee's review and information. In order to balance the unrestricted fund budget, the College will continue to monitor trends, update projections and adjust revenues and expenditures as needed.

Additional changes may be required to the budget revenue and expenditure projections, prior to final presentation to the Board based on revised revenue projections.

Mary Elizondo, Vice President for Finance and Administrative Services, will present on the Preliminary Summary of Unrestricted Projected Budget for FY 2023 – 2024 for the Committee's review and discussion.

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

South Texas College
Unrestricted Fund

Exhibit #1
Fall: 17,166, Spring: 14,932, Summer: 7,174

Preliminary FY 2023 - 2024 (Next Year) Budget Summary with Comparison to FY 2022 - 2023 (Current Year)
As of July 11, 2023

Summary of Revenues and Carryover Allocations	FY 2022 - 2023 Budget (Amended)	FY 2023 - 2024 Budget (Preliminary)	% of Total Revenues	Difference FY 2023 Amended to FY 2024 Preliminary
State Appropriations	$ 40,094,033	$ 41,449,329	20.71%	$ 1,355,296
Other State Appropriation-Hazlewood Reimbursement	45,000	45,000	0.02%	-
Total State Appropriations	**40,139,033**	**41,494,329**	**20.73%**	**1,355,296**
Academic & Differential Tuition-Net TPEG	*29,609,682*	*51,464,244*	*25.71%*	*21,854,562*
Continuing Ed/ITED-Net TPEG	*3,834,361*	*4,701,413*	*2.35%*	*867,052*
Total Tuition-Net of TPEG	**33,444,043**	**56,165,657**	**28.06%**	**22,721,614**
Total Fees	**26,617,493**	**2,912,740**	**1.46%**	**(23,704,753)**
Total M&O Property Taxes	**65,888,360**	**68,095,878**	**34.02%**	**2,207,518**
Total Other Revenues	**7,939,699**	**10,083,315**	**5.04%**	**2,143,616**
Total HEERF Lost Revenue	**7,507,655**	**-**	**0.00%**	**(7,507,655)**
Total Carryover Allocations	**15,567,464**	**21,396,930**	**10.69%**	**5,829,466**
Total Revenues and Carryover Allocations	**$ 197,103,747**	**$ 200,148,849**	**100.00%**	**$ 3,045,102**

Summary of Expenditures	FY 2022 - 2023 Budget (Amended)	FY 2023 - 2024 Budget (Preliminary)	% of Total Expenditures	Difference FY 2022 Amended to FY 2023 Preliminary
Total Salaries	**$ 110,861,613**	**$ 112,132,544**	**56.02%**	**$ 1,270,931**
Total Benefits - Not State Funded	*17,022,584*	*25,945,075*	*12.95%*	*8,922,491*
Total Benefits - State Funded	*8,959,877*	*-*	*0.00%*	*(8,959,877)*
Total Benefits	**25,982,461**	**25,945,075**	**12.95%**	**(37,386)**
Total Operating	**41,612,382**	**44,433,088**	**22.20%**	**2,820,706**
Total Travel	**2,355,768**	**2,535,102**		**179,334**
Total Capital Outlay	**3,283,868**	**3,103,040**	**1.55%**	**(180,828)**
Total Expenditures	**$ 184,096,092**	**$ 188,148,849**	**93.99%**	**$ 4,052,757**
Transfers & Reserves				
Transfer to Unexpended Plant Fund (Carryover)	3,500,000	10,000,000	5.00%	6,500,000
Transfer to CE Unexpended Plant Fund	-	-	0.00%	-
Transfer to R&R Plant Fund	-	-	0.00%	-
Contingency Fund (Carryover)	2,000,000	2,000,000	1.01%	-
Fund Balance Reserve	-	-		-
HEERF Fund Balance Reserve	7,507,655	-	0.00%	(7,507,655)
Total Transfers & Reserves	**13,007,655**	**12,000,000**	**6.01%**	**(1,007,655)**
Total Expenditures, Transfers & Reserves	**$ 197,103,747**	**$ 200,148,849**	**100.00%**	**$ 3,045,102**

Revenues and Carryover Allocations over Expenditures	**$ -**	**$ -**		**$ -**

* State On-Behalf Appropriations Moved to Restricted Fund for FY 2022 - 2023

Preliminary Unrestricted Fund Budget Summary for FY 2023 - 2024

JULY 11, 2023

MARIA G. ELIZONDO, MBA, CPA, CFE, CGMA
VICE PRESIDENT FOR FINANCE AND ADMINISTRATIVE SERVICES

1

FY 2023 – 2024 Budget Highlights

1. State Appropriations based on current methodology (HB8 not included)
2. Decrease in enrollment projection for FY 2023 – 2024
3. Tuition and Fees Revenue projections based on Simplified Tuition Rates
4. Increase in Property Tax Revenue
5. Carryover Allocations (Fund Balance) used for capital expenditures, Welding equipment, and salaries and benefits
   - ERP not included in FY 2023 – 2024 budget
6. Salary Budget increased based on recommendations from TASB, new positions, reclassifications, and adjustments

2

Preliminary Unrestricted Fund Revenues FY 2023 - 2024

Summary of Revenues	FY 2022 - 2023 Budget (Amended)	FY 2023 - 2024 Budget (Proposed)	Increase/ (Decrease)
State Appropriations	$40,094,033	$41,449,329	$1,355,296
Other State Appropriations – Hazlewood Reimbursement	45,000	45,000	-
Total State Appropriations	**40,139,033**	**41,494,329**	**1,355,296**
Total Tuition-Net of TPEG	**33,444,043**	**56,165,657**	**22,721,614**
Total Fees	**26,617,493**	**2,912,740**	**(23,704,753)**
Total M&O Property Taxes	**65,888,360**	**68,095,878**	**2,207,518**
Total Other Revenues	**7,939,699**	**10,083,315**	**2,143,616**
Total HEERF Lost Revenue	**7,507,655**	**-**	**(7,507,655)**
Total Carryover Allocations	**15,567,464**	**21,396,930**	**5,829,466**
Total Revenues	**$197,103,747**	**$200,148,849**	**$3,045,102**

3

Carryover Allocations FY 2023 - 2024

Carryover Allocations	FY 2022 - 2023 Budget (Amended)	FY 2023 - 2024 Budget (Proposed)	Increase/ (Decrease)
Contingency Fund	**$2,000,000**	**$2,000,000**	**$ -**
Developmental Studies Book Royalties	**4,813**	**4,813**	**-**
Unexpended Construction Plant Fund	**3,500,000**	**10,000,000**	**6,500,000**
Renewals & Replacements Plant Fund	**-**	**-**	**-**
Continuing, Professional and Workforce Education	**449,100**	**448,200**	**(900)**
Capital Purchases	**933,810**	**3,103,040**	**2,169,230**
Retention Incentive Payment	**5,523,683**	**-**	**(5,523,683)**
Technology Support Reimbursement	**831,000**	**-**	**(831,000)**
NAH Faculty	**225,000**	**-**	**(225,000)**
Welding Equipment	**2,100,058**	**1,193,800**	**(906,258)**
Salaries and Benefits	**-**	**4,647,077**	**4,647,077**
Total Carryover Allocations	**$15,567,464**	**$21,396,930**	**$5,829,466**

4

Preliminary Unrestricted Fund Expenditures FY 2023 - 2024

Summary of Expenditures	FY 2022 - 2023 Budget (Amended)	FY 2023 - 2024 Budget (Proposed)	Increase/ (Decrease)
Total Salaries	**$110,861,613**	**$112,132,544**	**$1,270,931**
Total Benefits	**25,982,461**	**25,945,075**	**(37,386)**
Total Operating	**41,612,382**	**44,433,088**	**2,820,706**
Total Travel	**2,355,768**	**2,535,102**	**179,334**
Total Capital Outlay	**3,283,868**	**3,103,040**	**(180,828)**
Total Expenditures	**$184,096,092**	**$188,148,849**	**$4,052,757**
Transfers & Reserves			
Transfer to Unexpended Plant Fund	3,500,000	10,000,000	6,500,000
Transfer to CE Unexpended Plant Fund	-	-	-
Contingency Fund	2,000,000	2,000,000	-
Fund Balance Reserve	-	-	-
HEERF Fund Balance Reserve	7,507,655	-	(7,507,655)
Total Transfers & Reserves	**13,007,655**	**12,000,000**	**(1,007,655)**
Total Expenditures, Transfers & Reserves	**$197,103,747**	**$200,148,849**	**$3,045,102**
Revenues over Expenditures	**$-**	**$-**	**$-**

5

Salary and Benefit Expenditure Funding FY 2023 - 2024

Summary of Expenditures	Unrestricted Funded by FY 2023 - 2024 Revenues		Unrestricted Funded by Self-Sustaining Operations	Unrestricted Funded by Carryover Allocations (Fund Balance)
	Baseline Salary and Benefits Budget	Salary and Benefits Budget	Salary and Benefits Budget	Salary and Benefits Budget
Total Salaries	**$105,824,072**	**-**	**-**	**-**
TASB ½ of Estimate	**-**	**2,266,170**	**-**	**-**
TASB ½ of Estimate	**-**	**-**	**-**	**2,266,170**
Staffing Requests	**-**	**-**	**-**	**1,500,000**
Staffing Requests - Self Sustaining	**-**	**-**	**276,132**	**-**
Salaries Subtotal	**105,824,072**	**2,266,170**	**276,132**	**3,766,170**
Total Benefits	**24,473,051**	**-**	**-**	**-**
TASB ½ of Estimate	**-**	**530,057**	**-**	**-**
TASB ½ of Estimate	**-**	**-**	**-**	**530,057**
Staffing Requests	**-**	**-**	**-**	**350,850**
Staffing Requests - Self Sustaining	**-**	**-**	**61,060**	**-**
Benefits Subtotal	**24,473,051**	**530,057**	**61,060**	**880,907**
Total Salaries and Benefits	**$130,297,123**	**$2,796,227**	**$337,192**	**$4,647,077**
Total by Funding Source	**$133,093,350**		**$337,192**	**$4,647,077**

Grand Total Salary and Benefits (Excluding Baseline and Self-Sustaining Operations): $7,443,304

6

THANK YOU

Questions

7

Update on Reclassifications to the Employee Pay Plan and the Employee Staffing Plan for FY 2022 - 2023

Mary Elizondo, Vice President for Finance and Administrative Services, will review the reclassifications to the Employee Pay Plan and the Employee Staffing Plan for FY 2022 – 2023, which include revisions to position pay grades, titles, and salaries status that were recommended by College Administrators and approved by College President.

Background – The Office of Human Resources, in collaboration with College Administration, performed further assessments of FY 2022 – 2023 positions, and actions were taken after the President's approval, as listed below:

1. Reclassification List – Reclassifications initiated by Administration and approved by the President. These changes are deemed critical and result in revisions and reclassifications as appropriate to the position duties and are effective in the month in which the President's approval was received.

The reclassifications are based on an assessment of the position's job duties, responsibilities, and college and departmental needs and objectives that include the following:

- Exhibit A – Position Title and/or Salary Adjustments and Pay Grade Revisions
- Exhibit B – Title Changes Only – No Salary Adjustments

New Policy DLC — Employee Performance: Promotion and Demotion was approved by the Board on February 14, 2023, and states that the appropriate Vice President shall recommend the promotion or reassignment of a qualified employee under his or her authority to the College President for approval.

Funding Source – Funds for these reclassifications are available in the FY 2022 - 2023 salary budget, and the net effect on the FY 2022 - 2023 Salary Budget and Unrestricted Fund Budget is zero.

Reviewers – The reclassifications have been reviewed by the President, all the Vice Presidents, and the Executive Director of Human Resources and Talent Development.

Enclosed Documents – The new Policy DLC and the Exhibits follow in the packet for the Committee's information and review.

Mary Elizondo, Vice President for Finance and Administrative Services, and Zachary Suarez, Executive Director of Human Resources and Talent Development, will be present at the Committee Meeting to address any questions.

No action is required from the Committee. This item is presented for information only.

It is the intent of the College District to achieve optimum utilization of an employee's skills and talents by filling positions with the best-suited candidate by promoting, reassigning, or demoting a qualified employee to that position.

The promotion, reassignment, or demotion of an employee shall be done on the basis of qualifications and suitability of the candidate, without regard to race, color, national origin, ethnicity, religion, age, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, parental status, disabilities, genetic information, or veteran status and shall be in keeping with federal and state employment laws and regulations and the regulations of the College District.

Definitions

Promotion — "Promotion" is the movement of an employee into a position of increased responsibility or complexity of duties and in a higher salary range.

Reassignment — "Reassignment" is the movement of an employee from one position to another position of the same or substantially similar responsibility or complexity of duties in the same salary range.

Demotion — "Demotion" is the movement of an employee into a position of decreased responsibility or complexity of duties and in a lower salary range.

Promotion and Reassignments

The appropriate vice president shall recommend the promotion or reassignment of a qualified employee under his or her authority to the College President for approval.

Demotions

The appropriate vice president shall recommend to the College President the demotion of an employee to a position where he or she shall be able to meet performance requirements, to apply disciplinary action for misconduct, or for other reasons. Employees under a term contract shall be afforded notice and a hearing regarding their demotion. An employee may request a demotion to start training in another occupation, to continue employment when a layoff is imminent, or for other reasons.

Salary Rate Adjustment

Promotion — An employee who is promoted shall receive a salary adjustment within the salary range of the new position that does not exceed the maximum salary rate established for the new position and as determined by the College President. If no salary range has been predetermined, the appropriate vice president shall make a salary recommendation to the College President for approval.

Reassignment — An employee who is reassigned from one position to another position of the same or substantially similar responsibility or complexity of duties in the same salary range is not eligible for a salary increase.

Demotion	Upon demotion, an employee's salary shall be adjusted to an appropriate level within the new salary range as determined by the College President. The new pay rate shall be determined by consideration of the circumstances related to the demotion, the employee's employment record, and job performance.
Authority and Approval	All promotions, reassignments, or demotions must be requested and approved on a form provided by the College District.
Temporary Assignments	Assuming other duties for a temporary period does not constitute a promotion, a reassignment, or a demotion and, generally, would not entitle the employee to additional or less compensation. However, individuals placed in an acting status or who are required to assume significant additional responsibilities for an extended period may be entitled to a temporary salary increase upon approval by the College President.

A.

South Texas College

Unrestricted Fund

Reclassifications: Position Title and/or Salary Adjustments and Pay Grade Revisions

Per Policy DLC

#	Organization Name	Title	Effective Date	Classification	Pay Grade	Current Salary	Salary Adjustment	Adjusted Salary Budget	Impact to Budget
Vice President for Academic Affairs									
1	Distance Learning	Reclassification for E-Learning Media Manager (Position 717102) to Digital Learning Operations Manager - Filled	9/1/2023	Executive Administrative Professional	3	$ 55,982	$ 6,000	$ 61,982	$ -
Rationale: •This position oversees DL online coaching support staff and provides leadership for instructional content design, creation and development across all campuses. In addition, the manager is responsible for the evaluation, implementation, and ongoing comprehensive management and reporting of not only visual media, but also immersive technologies and is responsible for faculty training, scheduling, equipment setup, and supervision of the Digital Learning Jag Production Studio.									
Total for Vice President for Academic Affairs						**$ 55,982**	**$ 6,000**	**$ 61,982**	**$ -**
Vice President for Vice President for Finance and Administrative Services									
2	Office of Human Resources	Reclassification for Assistant Director of Human Resources (Position 704240) to Director of Human Resources - Benefits and Compensation - Filled	9/1/2023	Executive Administrative Professional	7	$ 79,697	$ 6,535	$ 86,232	$ -
Rationale: •To reclassify current Assistant Director of HR position to serve as one of two Director positions supervising the major areas of Benefits, Compensation, and Payroll. Title Change and Salary (Pay Grade EAP 7).									
3	Office of Human Resources	Reclassification for Director of Human Resources (Position 700010) to Director of Human Resources - Employee Relations and Staffing - Vacant	9/1/2023	Executive Administrative Professional	7	$ 107,753	$ (21,753)	$ 86,000	$ (21,753)
Rationale: •To reclassify current (vacant) Director position to serve as one of two Director positions supervising the major areas of Employee Relations, Staffing, and Talent Development. Title Change and Salary (Pay Grade EAP 8 to EAP 7.									
4	Title IX	Reclassification for Director - Institutional Equity Title IX & 504 Coordinator (Position 722360) to Title IX, 504, and Compliance Officer - Vacant	7/1/2023	Executive Administrative Professional	9	$ 90,165	$ (4,755)	$ 85,411	$ (4,755)
Rationale: •To change title for the Director - Institutional Equity Title IX & 504 Coordinator position (currently vacant) to comply with the new state law that prohibits using "Offices of Institutional Equity." Move the organization/department/position to the office of Human Resources. Supervisor change. Reduction in Pay Grade from EAP 9 to EAP 7 with a salary change.									
Total for Vice President for Finance and Administrative Services						**$ 277,615**	**$ (19,973)**	**$ 257,643**	**$ (26,508)**
Vice President for Student Affairs and Enrollment Mgmt.									
5	Students Rights and Responsibilities	Reclassification for Secretary (Position 707191) to Coordinator of Office of the Ombuds - Filled.	9/1/2023	Executive Administrative Professional	3	$ 27,040	$ 22,960	$ 50,000	$ -
Rationale: •The Office of Student Rights and Responsibilities is requesting to reclassify the Secretary position to the Coordinator for the Office of the Ombuds to distinguish and avoid conflict of interest within the Office of the Ombuds and the Office of Student Conduct. We previously had one Cooridnator for the Office of Student Rights and Responsibilities for both departments causing one person to assist students within one same case causing conflict of interest. The Office of Student Rights and Responsiblities would like to structure the office in a setting where both departments are distinguished to ensure outstanding services to South Texas College students.									
Total for Student Affairs and Enrollment Mgmt.						**$ 27,040**	**$ 22,960**	**$ 50,000**	**$ -**

Salary Budget for Proposed Reclassifications of Existing Positions	$ 360,637	$ 8,988	$ 369,625	$ (26,508)
Less Funding from Savings of Existing Vacant Positions and Pool Positions		(35,495)		
Net Salary Budget Increase for Reclassifications of Positions		**$ (26,508)**		

South Texas College
Title Changes of Non-Faculty Positions with No Budget Impact for FY 2023 - 2024
Filled Positions and Vacant Positions

B.

#	Title	Classification	Grade	Impact to Budget
Office of the President				
1	Title Change for Executive Officer Workforce Development & External Affairs (Position 701369) to Workforce Contract Manager - Vacant	Executive Administrative Professional	6	$ -
	Rationale: •To create a Workforce Contract Manager position under the department.			
Total for Office of the President				**$ -**
Vice President for Institutional Advancement and Economic Development				
2	Title Change for Special Asst-President CE (Position 702362) to Special Assistant to the Executive Director for Resource Development, Management, and Compliance - Filled.	Executive Administrative Professional	8	$ -
	Rationale: •Align position (702362) with the Resource, Development, Management and Compliance department.			
Total for Vice President for Institutional Advancement and Economic Development				**$ -**
Vice President for Academic Affairs				
3	Title Change for Vice President for Academic Affairs (Position 703279) to Vice President and Provost for Academic Affairs - Filled.	Executive Administrative Professional	11	$ -
	Rationale: •Align position (703279) with the new organizational structure.			
4	Title Change for Continuing & Professional Education Trainer (Position 588592) to Continuing Education Trainer - Vacant	Executive Administrative Professional	2	$ -
	Rationale: •Align position (588592) with updated department name.			
5	Title Change for Director-Professional & Workforce Education (Position 720565) to Director - Continuing Education, Workforce Training & Economic Development Vacant	Executive Administrative Professional	7	$ -
	Rationale: •Align position (720565) with updated department name.			
6	Title Change for Dean-Distance Learning (Position 702279) to Dean-Digital Learning - Filled.	Executive Administrative Professional	9	$ -
	Rationale: •Align title with department name.			
7	Title Change for Coordinator-Distance Learning Technologies (Position 701276) to Coordinator-Digital Learning - Filled.	Executive Administrative Professional	3	$ -
	Rationale: •Align title with department name.			

South Texas College
Title Changes of Non-Faculty Positions with No Budget Impact for FY 2023 - 2024
Filled Positions and Vacant Positions

B.

#	Title	Classification	Grade	Impact to Budget
8	Title Change for Director-Distance Learning (Position 710276) to Director-Digital Learning - Filled.	Executive Administrative Professional	7	$ -
	Rationale: •Align title with department name.			
9	Title Change for Distance Ed Technologies Specialist (Position 702276) to Course Development Specialist - Filled.	Administrative Technical Support	5	$ -
	Rationale: •Align title with department name.			
10	Title Change for E-Instructional Manager (Position 711276) to Digital Learning Technology Manager - Filled.	Technology	5	$ -
	Rationale: •Align title with department name.			
11	Title Change for Dual Credit Scheduling & Compliance Specialist (Position 705285) to Dual Credit Scheduling Specialist - Filled.	Administrative Technical Support	4	$ -
	Rationale: •Update title since staff will focus primarily on scheduling component.			
12	Title Change for Dual Credit Scheduling & Compliance Assistant (Position 702285) to Dual Credit Scheduling & Enrollment Services Assistant - Filled.	Administrative Technical Support	3	$ -
	Rationale: •Update title to reflect enrollment component in department.			
13	Title Change for Office Administrator Instructor (Position 300013) to Cosmetology Instructor - Vacant	Faculty	N/A	$ -
	Rationale: •Title change of vacant faculty position to support the new Cosmetology Program. The Cosmetology Program began in Spring 2023 and will be entering into a new partnership to expand the services to a separate facility. As such, the need for a full time regular faculty member to be on the faculty roster for the new facility will further support his expansion.			
14	Title Change for Lab Specialist - Emergency Medical Technology (Position 701555) to Licensed Lab Specialist - Emergency Medical Technology - Filled.	Administrative Technical Support	5	$ -
	Rationale: •Title change to reflect job description that indicated employee needed to be licensed.			
15	Title Change for E-Learning Media Manager (Position 717102) to Digital Learning Operations Manager - Filled.	Executive Administrative Professional	3	$ -
	Rationale: •The eLearning Operations Manager requires the ability to provide expertise in overseeing complex projects, managing cross-functional teams, and strategic planning to create Online and Digital Events for the College. Added Job Requirements include: Project Management, Publishing Digital content to the LMS and Digital Training Center, Coding and Development for Virtual Reality content, Producing Live Multi-Day Online Events, and Managing VR/Media Training to Faculty, Staff, and Students.			

South Texas College
Title Changes of Non-Faculty Positions with No Budget Impact for FY 2023 - 2024
Filled Positions and Vacant Positions

B.

#	Title	Classification	Grade	Impact to Budget
16	Title Change for Healthcare Asset Maintenance Specialist (Position 720557) to Healthcare Equipment Inventory & Asset Maintenance Specialist - Filled.	Executive Administrative Professional	4	$ -
	Rationale: •The Healthcare Asset Maintenance Specialist is responsible for planning, organizing, coordinating and directing all functions related to the NAH inventory of medical and general assets. As of today, there are about 2,500 items around the 3 campuses.			
17	Title Change for Emerging Technology Simulation Specialist (Position 623415) to Emerging Technology Specialist - Filled.	Administrative Technical Support	5	$ -
	Rationale: •This role has changed to include technologies that are not exclusive to "simulation" technologies, but rather "advanced" technologies, including some simulation equipment like VR/AR and some additional technologies such as 3D scanners, drones, and 3D printers.			
18	Title Change for Emerging Technology Simulation Specialist (Position 623599) to Emerging Technology Specialist - Filled.	Administrative Technical Support	5	$ -
	Rationale: •This role has changed to include technologies that are not exclusive to "simulation" technologies, but rather "advanced" technologies, including some simulation equipment like VR/AR and some additional technologies such as 3D scanners, drones, and 3D printers.			
19	Title Change for Coordinator - Academic Excellence Programs (Position 707332) to Coordinator - Transfer & Educational Advancement - Vacant	Executive Administrative Professional	2	$ -
	Rationale: •This position will support student persistence and completion by providing services in the areas of transfer and educational advancement consistent with STC's mission and vision. Working knowledge of transfer resources, competency based education and prior learning assessment as well as STC programs are applied to support individuals in identifying academic pathways and implementing a plan to achieve identified goals.			
Total for Vice President for Academic Affairs				**$ -**

Vice President for Finance and Administrative Services				
20	Title Change for Security Guard Specialist (Position 734514) to Surveillance Systems Specialist - Filled.	Operations Support	5	$ -
	Rationale: •The main responsibilities will be to maintain the existing cameras and make recommendations to add new cameras on all six campuses. They are to conduct walk throughs of the buildings to find locations where cameras could be added due to safety concerns.			
21	Title Change for Security Guard Specialist (Position 739514) to Surveillance Systems Specialist - Filled.	Operations Support	5	$ -
	Rationale: •The main responsibilities will be to maintain the existing cameras and make recommendations to add new cameras on all six campuses. They are to conduct walk throughs of the buildings to find locations where cameras could be added due to safety concerns.			

South Texas College
Title Changes of Non-Faculty Positions with No Budget Impact for FY 2023 - 2024
Filled Positions and Vacant Positions

B.

#	Title	Classification	Grade	Impact to Budget
22	Title Change for Institutional Equity Investigator (Position 702290) to Employee Relations Investigator - Filled.	Executive Administrative Professional	4	$ -
	Rationale: •To change title for the Institutional Equity Investigator position to comply with the new state law. Move the organization/department/position to the Office of Human Resources.			
23	Title Change for Institutional Equity Manager/Title IX and 504 Coordinator (Position 708160) to Title IX and 504 Compliance Manager - Vacant.	Executive Administrative Professional	6	$ -
	Rationale: •To change title for the Institutional Equity Manager/Title IX and 504 Coordinator position (currently vacant) to comply with the new state law. Move the organization/department/position to the Office of Human Resources.			
Total for Vice President for Finance and Administrative Services				**$ -**

Vice President for Information Services, Planning, Performance and Strategic Initiatives				
24	Title Change for Computer Svcs Manager (Position 710392) to IT Operations Manager - Vacant.	Technology	7	$ -
	Rationale: • This is a new position that needs to be re-titled and its currently frozen. This position will oversee 2 teams within Information Technology.			
Total for Vice President for Information Services, Planning, Performance and Strategic Initiatives				**$ -**

Vice President for Student Affairs and Enrollment Mgmt.				
25	Title Change for Student Completion Specialist (Position 719612) to Student Engagement and Completion Specialist - Vacant	Administrative Technical Support	4	$ -
	Rationale: • This change is requested to meet the staffing needs of the Student Engagement and Completion Services Department, which is in line with the current position's job description and duties.			
26	Title Change for Director of Enrollment Services for Dual Credit (Position 703190) to Director - Student Engagement and Completion Services - Filled	Executive Administrative Professional	7	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			

South Texas College
Title Changes of Non-Faculty Positions with No Budget Impact for FY 2023 - 2024
Filled Positions and Vacant Positions

B.

#	Title	Classification	Grade	Impact to Budget
27	Title Change for Coordinator of Enrollment Services for Dual Credit (Position 723610) to Coordinator - Student Engagement and Completion Services - Vacant	Executive Administrative Professional	3	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			
28	Title Change for Coordinator of Enrollment Services for Dual Credit (Position 722610) to Coordinator - Student Engagement and Completion Services - Filled	Executive Administrative Professional	3	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			
29	Title Change for Coordinator of Transition Services for Dual Credit (Position 725610) to Coordinator - Student Engagement and Completion Services - Filled	Executive Administrative Professional	3	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			
30	Title Change for Dual2Degree Specialist (Position 710610) to Student Engagement and Completion Specialist - Filled	Administrative Technical Support	4	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			
31	Title Change for Dual2Degree Specialist (Position 702610) to Student Engagement and Completion Specialist - Filled	Administrative Technical Support	4	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			

South Texas College
Title Changes of Non-Faculty Positions with No Budget Impact for FY 2023 - 2024
Filled Positions and Vacant Positions

B.

#	Title	Classification	Grade	Impact to Budget
32	Title Change for Dual2Degree Specialist (Position 711610) to Student Engagement and Completion Specialist - Filled	Administrative Technical Support	4	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			
33	Title Change for Dual2Degree Specialist (Position 712610) to Student Engagement and Completion Specialist - Filled	Administrative Technical Support	4	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			
34	Title Change for Dual2Degree Specialist (Position 704610) to Student Engagement and Completion Specialist - Filled	Administrative Technical Support	4	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			
35	Title Change for Records and Registration Specialist (Position 710612) to Student Engagement and Completion Specialist) - Filled	Administrative Technical Support	4	$ -
	Rationale: • This change is requested in order to finalize the transition of Dual Credit Programs Enrollment Services from Student Affairs & Enrollment Management to the Office of the Dean of Dual Credit Programs and School District Partnerships. This transition will allow for the creation of the Student Engagement and Completion Services Department, which will focus on expanding the College's traditional student enrollment initiatives for stop-out and adult learner students.			
Total for Vice President for Student Affairs and Enrollment Mgmt.				**$ -**
Net Salary Budget Increase for Non-Faculty Position Title Changes				**$ -**

Review and Recommend Action on Proposed Employee Pay Plan for FY 2023 – 2024

Purpose and Justification – Administration request the Committee recommend Board approval of the Proposed Employee Pay Plan for FY 2023 – 2024 for all employee groups, which includes the proposed pay grade ranges and other compensation information.

Background – On July 13, 2022, the Board of Trustees approved the Texas Association of School Boards (TASB) Compensation Study and to proceed with recommended results at a Special Board of Trustees Meeting. As a result, the Office of Human Resources incorporated the TASB recommended compensation plan and prepared the Proposed Employee Pay Plan information to reflect the College's proposed and approved new compensation structure for FY 2022 – 2023.

The Proposed Employee Pay Plan for FY 2023 – 2024 incorporates additional TASB recommended revisions to comply with State and Federal compensation regulations, ensure compensation consistency, enhance the ability to attract and retain qualified faculty and staff, and to provide a clear and concise reference for compensation decisions.

Reviewers - The President and all the Vice Presidents reviewed the Employee Pay Plan and approved the proposed revisions. The critical new positions and other adjustments included within the FY 2023 - 2023 Employee Pay Plan were reviewed and approved by the Board of Trustees on June 27, 2023.

Enclosed Documents - A copy of the Proposed Employee Pay Plan for FY 2023 - 2024 is included under separate cover, in the Employee Pay Plan and Staffing Plan binder, for the Committee's review and information.

Dr. Ricardo J. Solis, President, and Mary Elizondo, Vice President for Finance and Administrative Services, will be present at the Committee meeting to address any questions.

It is requested that the Committee recommend Board approval on the Proposed Employee Pay Plan for FY 2023 – 2024 as presented.

Review and Recommend Action on Proposed Employee Staffing Plan for FY 2023 – 2024

Purpose and Justification – Administration request the Committee recommend Board approval of the Proposed Employee Staffing Plan for FY 2023 – 2024 for all employee groups, which includes all positions, titles, classifications, salaries, and salary pools under each Division and Organization of the College.

The Proposed Employee Staffing Plan information was prepared by the Office of Human Resources, in collaboration with Business Office and all other organizational divisions of the College, to reflect the College's comprehensive proposed staffing and salary structure for FY 2023 - 2024. The Office of Human Resources incorporated the Texas Association of School Boards (TASB) maintenance review recommendations and prepared the Employee Staffing Plan to reflect the College's approved compensation structure for FY 2023 – 2024.

Background - As indicated in Administrative Regulations, College Employee Staffing Plan, the Employee Staffing Plan is the official document listing position titles, classifications, employees, and salaries for each fiscal year. The Employee Staffing Plan is not a contract between the College and any person listed on it, and neither the Employee Staffing Plan nor any action taken by the Board of Trustees concerning it should be considered creating contract rights, expectations of continued employment, or a property interest for any person listed in the Employee Staffing Plan.

At the June 27, 2023 Board Meeting, the Board of Trustees approved Staffing Plan new positions and other adjustments, which are included within the Staffing Plan for FY 2023 – 2024.

Funding Source – The budget to fund each position is reflected in the appropriate department and listed on the Proposed Staffing Plan and is subject to Board approval of the FY 2023 – 2024 Budget.

Reviewers – The President and all the Vice Presidents reviewed the Employee Staffing Plan.

Enclosed Documents - A copy of the Proposed Employee Staffing Plan for FY 2023 – 2024 is included under separate cover, in the Employee Pay Plan and Staffing Plan binder, for the Committee's review and information.

Dr. Ricardo J. Solis, President, and Mary Elizondo, Vice President for Finance and Administrative Services, will be present at the Committee meeting to address any questions.

It is requested that the Committee recommend Board approval on the Proposed Employee Staffing Plan for FY 2023 – 2024 as presented.